

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, NOVEMBER 16, 2020
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY MAYOR DAVID PLYER**
- A. 3. INVOCATION BY MAYOR DAVID PLYER**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 19, 2020**

Oath of Office

- B. 1. OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION**

Deputy Mayor Election

- C. 1. COUNCIL ELECTION OF DEPUTY MAYOR**

Citizen Comments

- D. 1. CITIZEN COMMENTS**

During this meeting, the City Council welcomes public comment **only** on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Consent Agenda

- E. 1. CONSENT AGENDA**

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

Public Hearing

F. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6333

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Micro-Blading/Permanent Makeup in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District at 2001 Skyline Drive, Suite B-210, being Lot 3, Block 1 of the Replat of Skyline Business Park Addition, a portion of Block 4 out of the Western Hills Addition, Section 5 (Dean Gilbert, Jr., LLC, Owners; and Maria Jeffrey, Applicant); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00

Close Public Hearing and Consider Adoption of Ordinances

F. 2. ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 6333

Resolutions

G. 1. RESOLUTION NO. 6670

Authorizing Execution of a Development Agreement with Bridgestone Construction for the Construction of Public Facilities in Parkhaven Estates, Phase II, a 9.994-acre Development East of South Baker Park Drive and North of West Center Street in the City of Sherman

G. 2. RESOLUTION NO. 6671

Authorizing Execution of a Standard Form of Agreement Between Owner and Architect between the City of Sherman and Hidell and Associates Architects, Inc. for the Design of the New Sherman Police Department Headquarters

G. 3. * RESOLUTION NO. 6672

Abandoning a Ten Foot (10') Utility Easement located in Block 9 of Mildred Heights Addition, Volume 191, Page 1, Deed Records, Grayson County, Texas, being established in Quit Claim Deed filed of record in Instrument No. 2019-25972, Official Public Records, Grayson County, Texas, and being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes

G. 4. * RESOLUTION NO. 6673

Authorizing Execution of an Encroachment Easement to Medistar Corporation for the Installation of a Variable Height and Width Retaining Wall by a Maximum of Four Feet (4') within the Platted Public Utility Easements along the North and South Property Lines of the Amended Plat, Lot 2, Block 2, Independence Square Addition, Section Three, as shown in Volume 24, Page 151, Plat Records, Grayson County, Texas, locally known as 2022 North Highway 75 in the City of Sherman, Texas

G. 5. * RESOLUTION NO. 6674

Awarding a Bid to and Authorizing Execution of a Contract with Shipman Communications, Inc. for Two-Way Radio and Early Warning Siren Maintenance

Requests to Advertise

H. 1. * REQUEST TO ADVERTISE

Wastewater Treatment Plant Aeration and Secondary Treatment Improvements Project

Other Business

I. 1. OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for Adoption of Approximately 46.339 acres located West of F. M. 1417, South of O. B. Groner Road and East of Rolling Hill Drive, adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

I. 2. OTHER BUSINESS

Receive Presentation from Development Services Director Rob Rae, AICP on Proposed Changes to the Code of Ordinances at Chapter 3, "Building Regulations"

I. 3. OTHER BUSINESS

Authorizing the Purchase of Equipment for the Sherman Fire Department through Sourcewell, reimbursable through the Texas Department of Emergency Management Coronavirus Relief Fund

I. 4. OTHER BUSINESS

Site Plan Approval under Ordinance No. 2252, Article IV, Section 410 (2)(j) for Crossroads Medical Office Building in the Blalock Industrial Park/Blalock Commercial Overlay District at 221 West Travis Street

I. 5. * OTHER BUSINESS

Replat Approval of Block 43R, Lot 1, South Side Addition, being a Replat of the Final Plat of Block 43R, Lot 1, South Side Addition, being a 14.08 tract in the Preston Kitchen Survey, Abstract No. 667, also being multiple tracts: Tract 1, being a 7.036 acre tract; Tract 3, being all of Blocks 38, 39 and a portion of Block 37 of the Replat of Blocks 4, 5, 6, 15, 16, 17, 29, 31, 40 and 41 of South Side Addition; and Tract 4, being a 0.888 acre tract, except a called 0.487 acre portion of Lots 7-12, Block 39; FRHP Lincolnshire, LLC, Owner; Camping World and Good Sam, Tenants; and CEI Engineering Associates, Inc., Civil Engineer and Surveying (2005 South Sam Rayburn Freeway)

I. 6. * OTHER BUSINESS

Final Plat Approval of Garland Addition in the City of Sherman's Extra Territorial Jurisdiction (ETJ), being 1.219 acres in the Garrett Pangburn Survey, Abstract No. 945; Rhonda Garland, Owner; and Underwood Drafting and Surveying, Inc., Surveyor (186 Jim Lamb Road)

I. 7. * OTHER BUSINESS

Replat Approval of Moran Addition, a Replat of all of Lots 10, 11 and 12 and part of Lot 9, Block 7, W. Elliott's Addition, being 0.271 acres in G. B. Pilant Survey, Abstract No. 963, also being all of Lots 10, 11, 12 and part of Lot 9, Block 7, W. Elliott's Addition, Juana and Jessica Alvarado, Owners; Moran Construction, Prospective Buyer; Luis Moran, Representative; Helvey-Wagner Surveying, Surveyor; and Jeremy W. Bullard Design Studio, LLC, Architect (623 South Maxey Street and 809 East Wells Avenue)

J. MEDIA QUESTIONS

Consider Board/Commission Appointments

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

- (a) Airport Advisory Board (3)

K. 2. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

- (a) Council Audit Committee (3)

K. 3. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

- (a) Investment Committee (2)

K. 4. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

- (a) Tax Reinvestment Committee (2)

K. 5. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

- (a) Tax Increment Financing Board #1 (3)

K. 6. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

- (a) Tax Increment Financing Board #2 (3)

K. 7. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

- (a) Tax Increment Financing Board #3 (3)

K. 8. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

- (a) Tax Increment Financing Board #5 (3)

K. 9. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

- (a) Tax Increment Financing Board #6 (3)

K. 10. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

- (a) Tax Increment Financing Board #7 (3)

L. COUNCIL COMMENTS

Executive Session

M. 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:
<div style="margin-left: 20px;"><p>(a) Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee</p><p>(b) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:
<div style="margin-left: 20px;"><p>(1) Sherman Economic Development Corporation Ex-Officio Member (1)</p><p>(2) Greater Texoma Utility Authority Board of Directors (1)</p></div></p></div> |
| Section 551.087 | Deliberation Regarding Economic Development Negotiations:
<div style="margin-left: 20px;"><p>(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</p></div> |

The Council reconvenes into General Session

N. 1. OPEN MEETING

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

O. 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 November 12, 2020 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 12th day of November, 2020.
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

Willie Steele

Council Members

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

Sandra Melton, 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: 11/16/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 19, 2020

Attachments

October 19, 2020

October 19, 2020

**MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR WILLIE STEELE.
COUNCIL MEMBERS HOLLAND, HOWETH, MELTON,
STEVENSON.**

CALL TO ORDER

CALL TO ORDER

APPROVE MINUTES

CITIZEN'S COMMENTS

SPECIFIC USE PERMIT FOR PATIO HOMES

The discussion was about whether or not the approval was for patio homes or homes that needed to meet specific lot size requirements. He said the ordinance wasn't for patio homes but was to allow homes to be constructed with the restrictions of patio homes.

The other part of the discussion was whether or not City government needs to consider an ordinance that would actually address this type of situation.

CONSENT AGENDA

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

Mayor Plyler introduced Ordinance No. 6327 and called for a public hearing:

**ORD 6327
SUP FOR COMMERCIAL
AMUSEMENT CENTER
(700 E. HOUSTON)**

24, BLOCK 10, CHAFFIN'S 1ST ADDITION (LOS HERMANOS PARTNERSHIP, LLC, OWNERS; THE WRECK ROOM, PROPOSED TENANT; AND CHARLES WHITE, APPLICANT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

Rob Rae, Director of Development Services, said the Specific Use Permit is for an amusement center, called The Wreck Room. Patrons will be able to "relieve frustrations" on items such as televisions and cars, within the building.

The applicant assured that all safety requirements will be followed and the site will remain free of garbage and debris.

The Planning and Zoning Commission recommended approval of the Specific Use Permit, subject to the Staff Review Letter.

After the ordinance was approved, the applicant came back to the Development Office to discuss extending the requirement for parking for a year. Mr. Rae asked Council Members, that if they do approve the SUP, to add into the motion to limit it to one year.

The applicant will be appearing before the Planning and Zoning Commission tomorrow night to request a one-year exception on the parking rule.

No citizens appeared before the City Council to discuss Ordinance No. 6327.

Mayor Plyler introduced Ordinance No. 6328 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW PATIO HOMES IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT AT 2700, 2704, 2708, 2712, 2716, 2720, 2724 AND 2728 HILLVIEW LANE, BEING LOTS 1-8, BLOCK 3 OF THE FINAL PLAT OF BLOCK 2 AND BLOCK 3, WEST CANYON CREEK ESTATES, SECTION 3 AND 2700, 2703, 2710, AND 2711 FAWNWOOD COURT, BEING LOTS 1-4, BLOCK 4, AMENDED PLAT OF WEST CANYON CREEK ESTATES, SECTION 3, LOTS 1-5, BLOCK 1 AND TRACTS 1-5 AND CANYON CREEK DRIVE (V-PROP, LLC, OWNERS; LYNN VESSELS, REPRESENTATIVE; HIGHLAND HOMES, GENERAL CONTRACTOR; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6328
SUP FOR
PATIO HOMES
(HILLVIEW LANE &
FAWNWOOD COURT)

Mr. Rae said the ordinance is for a Specific Use Permit for patio homes in an R-1 District, to provide a variance on the

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side-yard setback to allow side entry garages. The addition is a deed-restricted community that requires side-entry garages, instead of front-facing garages.

Mr. Rae said these will not be patio homes, they will be estate homes on large lots. This is using the patio homes as an administrative tool to include the entire block as one variance instead of addressing each one individually.

The Planning and Zoning Commission recommended approval of the Specific Use Permit.

No citizens appeared before the City Council to discuss Ordinance No. 6328.

Mayor Plyler introduced Ordinance No. 6329 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A CONTRACTOR'S OFFICE/ WAREHOUSE IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1 (75 & 82) OVERLAY DISTRICT AT 310 WEST U.S. HIGHWAY 82, BEING 1.56 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 (EDGAR WAYNE McCARLEY TRUST, OWNERS; ALEMAN ROOFING AND CONSTRUCTION, PROPOSED TENANT; ANTHONY ALEMAN, REPRESENTATIVE; KENT HUGHLETT, ARCHITECT; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

**ORD 6329
SUP FOR
CONTRACTOR OFFICE
& WAREHOUSE
(310 W. HWY 82)**

Mr. Rae said this Specific Use Permit is for a contractor's office in a C-2 District. The Planning and Zoning Commission recommended approval of the Specific Use Permit.

No citizens appeared before the City Council to discuss Ordinance No. 6329.

Mayor Plyler introduced Ordinance No. 6330 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AND SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280 SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A TRAVEL TRAILER PARK (FERGUSON RV PARK) IN A C-1 (RETAIL BUSINESS) DISTRICT AT 3551 EAST U.S. HIGHWAY 82, BEING 10.586 ACRES IN THE SAMUEL M. McGLOTHLIN SURVEY, ABSTRACT NO. 811 (SHERMAN CHURCH OF GOD AKA PATHWAY CHURCH OF GOD, OWNERS; WENDY FERGUSON, PROSPECTIVE BUYER; FERGUSON RV PARK, PROPOSED TENANT; RON D. BEARD & ASSOCIATES, ARCHITECT; AND

**ORD 6330
ZONE CHANGE &
SUP FOR TRAVEL
TRAILER PARK
(3551 E. HWY 82)**

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NORTH TEXAS SURVEYING LLC, SURVEYOR); 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.

Mr. Rae said this ordinance is for a zone change from R-1 to C-1 and for a Specific Use Permit for a travel trailer park. The Planning and Zoning Commission recommended approval of the request.

No citizens appeared before the City Council to discuss Ordinance No. 6330.

Mayor Plyler introduced Ordinance No. 6331 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED “PERSONNEL”, ARTICLE 9.05, ENTITLED “CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS”, AT SECTION 9.05.026, ENTITLED “AUTHORIZED NUMBER OF POSITIONS”, TO REVISE THE NUMBER OF AUTHORIZED POSITIONS IN THE POLICE DEPARTMENT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

**ORD 6331
NUMBER OF POLICE
& FIRE POSITIONS**

Zach Flores, Police Chief, explained that this ordinance would reduce the police personnel by one sergeant and increase it by one lieutenant. He said this restructuring is in conjunction with the Police Department assuming responsibility for the Animal Services Department.

When they started the process of taking over that department, they realized that the Support Services part of the Department could be better structured, especially as it relates to bringing on more personnel and responsibility.

This change will help provide Animal Services with the support structure that they need and will provide the Police Department with accountability. He said the restructuring should save them “just under \$10,000.”

No citizens appeared before the City Council to discuss Ordinance No. 6331.

Mayor Plyler introduced Ordinance No. 6332 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT “STOP” SIGNS ON QUAIL RUN ROAD AT SWIFT DRIVE, ON SWIFT DRIVE AT QUAIL RUN ROAD, ON BLACKBIRD DRIVE AT QUAIL RUN ROAD, ON BLACKBIRD DRIVE AT CORMORANT DRIVE, ON QUAIL RUN ROAD AT CORMORANT DRIVE, ON CORMORANT DRIVE AT QUAIL RUN ROAD, ON QUAIL RUN ROAD, AT BLUE JAY LANE, ON BLUE JAY LANE AT QUAIL

**ORD 6332
STOP SIGNS**

RUN ROAD, ON SWAN RIDGE DRIVE AT QUAIL RUN ROAD, ON OSPREY DRIVE AT ORIOLE DRIVE, ON GAMBEL DRIVE AT QUAIL RUN ROAD, ON CARDINAL DRIVE AT SWAN RIDGE DRIVE, ON FALCON DRIVE AT SWAN RIDGE DRIVE, ON HAWK LANE AT SWAN RIDGE DRIVE, ON RAVEN DRIVE AT SWAN RIDGE DRIVE, ON RAVEN DRIVE AT PHEASANT DRIVE, ON SNOWBIRD LANE AT MALLARD DRIVE, ON FALCON DRIVE AT MALLARD DRIVE, ON SONGBIRD LANE AT QUAIL RUN ROAD, ON PELICAN DRIVE AT QUAIL RUN ROAD, ON SARATOGA DRIVE AT QUAIL RUN ROAD AND ON DEL MAR DRIVE AT QUAIL RUN ROAD, WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN, TEXAS; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

Wayne Lee, Director of Engineering, said this ordinance is for stop signs in the new Quail Run Subdivision. These stop signs were part of the subdivision plans, to add at least one stop sign at T-intersections, and at least two at cross-intersections.

The Engineering Department reviewed the stop signs to make sure they were consistent with other subdivisions, and recommended their approval.

No citizens appeared before the City Council to discuss Ordinance No. 6332.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6327

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 COMMERCIAL AMUSEMENT CENTER (THE WRECK ROOM) IN A C-1 (RETAIL BUSINESS) DISTRICT AT 700 EAST HOUSTON STREET, BEING LOTS 19-24, BLOCK 10, CHAFFIN'S 1ST ADDITION (LOS HERMANOS PARTNERSHIP, LLC, OWNERS; THE WRECK ROOM, PROPOSED TENANT; AND CHARLES WHITE, APPLICANT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6327
SUP FOR COMMERCIAL
AMUSEMENT CENTER
(700 E. HOUSTON)

Council Member Howeth asked if they would be able to have the destruction of vehicles and larger items outside. Mr. Rae said there was no indication that they would be doing any of that outside.

A representative of the request said there will be the "shell" of a car on tires that will be available for demolition. He said the oil and battery have been removed from the car. The other items for demolition will mostly be household items, such as

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a toaster, blender, and a refrigerator. Everything is handheld, such as a baseball bat, crowbar, and mallets.

Council Member Howeth verified that he has also arranged for disposal of the items. The representative said they have a roll-off that will be dumped once a week. Council Member Melton verified that he has already made arrangements with the Solid Waste Department if additional pickups are needed. He has contracted with Ellis Auto to deliver and remove the vehicles as needed.

Council Member Melton verified that the paving for the parking had been discussed. He is leasing the property now, but may purchase after one year. The recommendation is to approve the SUP for one year.

ACTION TAKEN.

Motion by Council Member Howeth to adopt Ordinance No. 6327, for 12 months. Second by Council Member Stevenson.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6328

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 PATIO HOMES IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT AT 2700, 2704, 2708, 2712, 2716, 2720, 2724 AND 2728 HILLVIEW LANE, BEING LOTS 1-8, BLOCK 3 OF THE FINAL PLAT OF BLOCK 2 AND BLOCK 3, WEST CANYON CREEK ESTATES, SECTION 3 AND 2700, 2703, 2710, AND 2711 FAWNWOOD COURT, BEING LOTS 1-4, BLOCK 4, AMENDED PLAT OF WEST CANYON CREEK ESTATES, SECTION 3, LOTS 1-5, BLOCK 1 AND TRACTS 1-5 AND CANYON CREEK DRIVE (V-PROP, LLC, OWNERS; LYNN VESSELS, REPRESENTATIVE; HIGHLAND HOMES, GENERAL CONTRACTOR; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6328
SUP FOR
PATIO HOMES
(HILLVIEW LANE &
FAWNWOOD COURT)

Council Member Stevenson asked about deed restrictions versus the subdivision zoning ordinance, and asked which took precedent over the other. Mr. Rae said, in this case, the deed restrictions have precedence.

Council Member Stevenson asked since the Council is having to consider more of these types of requests, is it time to update the R-1 wording and eliminate the 60 foot lot?

Mr. Rae said he has reviewed zoning ordinances from other cities and they tend to have more R-1 Districts with different lot widths, however generally the R-1 District is about 60 feet.

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Council Member Melton questioned why it would need to be considered a patio home, because it left it “open-ended” if someone decided to actually build patio homes. Mr. Rae said, in this situation, in the future, the developer could subdivide and construct patio homes; however he doesn’t plan to do that.

He added that the Council could tie the approval to the applicant, if they wanted too.

Ryan Pittman, Director/Shareholder, Abernathy, Roeder, Boyd, Hullett, said since it’s an SUP, it can be granted to the applicant. The motion would need to say making it specific to the applicant. Or, Mr. Pitman said, they could put a condition on the SUP that there could not be any further subdivision of the lots.

Council Member Melton said that’s why she wanted to change the wording of the ordinance to not say patio homes. Mr. Pittman said having more categories of the Residential District might be good for the Council to consider, so they wouldn’t have to consider an SUP in this type of situation. He said that would be a zoning ordinance amendment that would go through the normal process. Council Member Melton said she would appreciate looking at that in the future.

Deputy Mayor Steele agreed that the patio home designation is happening more often now and probably should be reviewed at some point.

ACTION TAKEN.

Motion by Council Member Melton to adopt Ordinance No. 6328, but tying it to the current applicant. Second by Council Member Stevenson.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6329

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 CONTRACTOR’S OFFICE/WAREHOUSE IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1 (75 & 82) OVERLAY DISTRICT AT 310 WEST U.S. HIGHWAY 82, BEING 1.56 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 (EDGAR WAYNE McCARLEY TRUST, OWNERS; ALEMAN ROOFING AND CONSTRUCTION, PROPOSED TENANT; ANTHONY ALEMAN, REPRESENTATIVE; KENT HUGHLETT, ARCHITECT; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6329
SUP FOR
CONTRACTOR OFFICE
& WAREHOUSE
(310 W. HWY 82)

Ordinance 6330

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 AND SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280 SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A TRAVEL TRAILER PARK (FERGUSON RV PARK) IN A C-1 (RETAIL BUSINESS) DISTRICT AT 3551 EAST U.S. HIGHWAY 82, BEING 10.586 ACRES IN THE SAMUEL M. McGLOTHLIN SURVEY, ABSTRACT NO. 811 (SHERMAN CHURCH OF GOD AKA PATHWAY CHURCH OF GOD, OWNERS; WENDY FERGUSON, PROSPECTIVE BUYER; FERGUSON RV PARK, PROPOSED TENANT; RON D. BEARD & ASSOCIATES, ARCHITECT; AND NORTH TEXAS SURVEYING LLC, SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6330
ZONE CHANGE &
SUP FOR TRAVEL
TRAILER PARK
(3551 E. HWY 82)

Ordinance 6331

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED "PERSONNEL", ARTICLE 9.05, ENTITLED "CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS", AT SECTION 9.05.026, ENTITLED "AUTHORIZED NUMBER OF POSITIONS", TO REVISE THE NUMBER OF AUTHORIZED POSITIONS IN THE POLICE DEPARTMENT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 6331
NUMBER OF POLICE
& FIRE POSITIONS

Ordinance 6332

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "STOP" SIGNS ON QUAIL RUN ROAD AT SWIFT DRIVE, ON SWIFT DRIVE AT QUAIL RUN ROAD, ON BLACKBIRD DRIVE AT QUAIL RUN ROAD, ON BLACKBIRD DRIVE AT CORMORANT DRIVE, ON QUAIL RUN ROAD AT CORMORANT DRIVE, ON CORMORANT DRIVE AT QUAIL RUN ROAD, ON QUAIL RUN ROAD, AT BLUE JAY LANE, ON BLUE JAY LANE AT QUAIL RUN ROAD, ON SWAN RIDGE DRIVE AT QUAIL RUN ROAD, ON OSPREY DRIVE AT ORIOLE DRIVE, ON GAMBEL DRIVE AT QUAIL RUN ROAD, ON CARDINAL DRIVE AT SWAN RIDGE DRIVE, ON FALCON DRIVE AT SWAN RIDGE DRIVE, ON HAWK LANE AT SWAN RIDGE DRIVE, ON RAVEN DRIVE AT SWAN RIDGE DRIVE, ON RAVEN DRIVE AT PHEASANT DRIVE, ON SNOWBIRD LANE AT MALLARD DRIVE, ON FALCON DRIVE AT MALLARD DRIVE, ON SONGBIRD LANE AT QUAIL RUN ROAD, ON PELICAN DRIVE AT QUAIL RUN ROAD, ON SARATOGA DRIVE AT QUAIL RUN ROAD AND ON DEL MAR DRIVE AT QUAIL RUN ROAD, WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN, TEXAS; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.
ACTION TAKEN.

ORD 6332
STOP SIGNS

Motion by Council Member Stevenson to adopt Ordinance Nos. 6329, 6330, 6331, and 6332, as presented. Second by Council Member Melton.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6664 – AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT (PID) CONSULTING AND ADMINISTRATIVE SERVICES WITH MUNICAP, INC.

**RES 6664
PUBLIC IMPROVEMENT
DISTRICT CONSULTING**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT (PID) CONSULTING AND ADMINISTRATIVE SERVICES WITH MUNICAP, INC.

Mr. Hefton said this is for a consulting agreement with MuniCap, Inc. Several months ago the staff started researching firms that could help with consulting services as it relates to the Bel Air Project within the Tax Increment Reinvestment Zone #7.

The goal was to assess as many firms as possible and to evaluate those firms to see how they could best meet the City's needs with this planned development. The names of three firms kept coming up for this type of development in North Texas. Two of those firms "rose to the top," MuniCap, Inc. and P3 Works, LLC.

He said the staff evaluated both firms, had multiple discussions with both, met with them on more than one occasion, and got a good feel as to who the firms were and the services they would provide.

The staff was recommending that the Council approve the agreement with MuniCap for providing services for this particular development, based on the evaluation and on conversations that were held with the developer. They have many years of experience and hundreds of projects in Texas.

In the future, Mr. Hefton said each development will be evaluated on a case-by-case basis and the best consulting firm will be brought back for Council approval. The developer and the City will both have input into the selection process.

Mr. Hefton added that the cost of consulting services will be paid through the Public Improvement District and not the City of Sherman. The cost will be paid when services are incurred and when funds are available through the creation of the PID.

Council Member Stevenson confirmed that no one has actually applied for a PID yet. Mr. Hefton said this is the first step of several PIDs that will be coming for Council consideration, over the next few Council Meetings.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 6664, as presented. Second by Council Member Holland.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6665 – AUTHORIZING EXECUTION OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT WITH HIGHLAND HOMES – DALLAS, LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT WITH HIGHLAND HOMES – DALLAS, LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE.

**RES 6665
CHAPTER 380
INCENTIVES FOR
HIGHLAND HOMES**

Mary Lawrence, Director of Finance, said this Chapter 380 Agreement with Highland Homes is essentially the same one that was approved in January with Riverside. Highland Homes will be developing 133 lots in The Preserve Subdivision.

She explained that homebuilders usually pay sales tax to suppliers where they buy their supplies. These big homebuilders have suppliers in Fort Worth, but not in Sherman. The homebuilder is allowed to “self-assess” and pay a use tax instead. This redirects the tax to where the homes are actually being built.

Highland Homes estimates that about \$152,000 in new growth tax revenue will be generated by the use tax on the supplies. This agreement gives Highland about 40% of the 2% rate, which would be about \$60,000, with the City retaining about \$92,000.

Ms. Lawrence said there is no risk to the City. If they don’t ever pay any use tax, there’s nothing owed under the agreement.

ACTION TAKEN.

Motion by Deputy Mayor Steele to approve Resolution No. 6665, as presented. Second by Council Member Stevenson.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6666 – AUTHORIZING THE EXECUTION OF A REAL ESTATE SALES CONTRACT AND THE ACCEPTANCE OF A SPECIAL WARRANTY DEED FROM THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION FOR THE CONVEYANCE OF A 10.000 ACRE TRACT OF LAND IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, CITY OF

**RES 6666
WARRANTY DEED
FOR LAND FOR
NEW POLICE DEPT.**

SHERMAN, GRAYSON COUNTY, TEXAS (CAD PROPERTY ID #125123), AND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF WEST TRAVIS STREET AND NORTHGATE DRIVE, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS DESCRIBED ON EXHIBIT A ATTACHED HERETO ("LAND"), TOGETHER WITH IMPROVEMENTS TO THE LAND ("IMPROVEMENTS")

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A REAL ESTATE SALES CONTRACT AND THE ACCEPTANCE OF A SPECIAL WARRANTY DEED FROM THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION FOR THE CONVEYANCE OF A 10.000 ACRE TRACT OF LAND IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (CAD PROPERTY ID #125123), AND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF WEST TRAVIS STREET AND NORTHGATE DRIVE, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS DESCRIBED ON EXHIBIT A ATTACHED HERETO ("LAND"), TOGETHER WITH IMPROVEMENTS TO THE LAND ("IMPROVEMENTS").

Chief Flores said at the Budget Workshop the staff was directed to move forward with a new Police Department and get to the point where a decision can be made. The proposed resolution is for the purchase of 10 acres at the intersection of West Travis Street and Northgate Drive.

With the construction of West Travis Street, the construction of FM 1417, and Hwy 75, this will give them numerous arteries for movement around the City. The officers are not generally at the station but are spread throughout the City, therefore location of the department is not correlated to service to any part of the City.

He also presented a brief overview of the timeline for the project. Until the end of the calendar year, they will be working on the land acquisition that SEDCO approved at their last meeting. They will also initiate the Construction Manager At-Risk portion of the project. This will better define what the costs of construction will be.

A presentation in March 2021 will be presented to the Council in order for them to make a decision on proposed construction of the facility. Chief Flores said there would also be a presentation in December 2020 and in January or February 2021 to update the Council on the status of the project.

Mr. Hefton said Chief Flores addressed the resolution for the purchase of property for the location of the Police Headquarters, and the Request to Advertise for the Construction Manager At-Risk, later in the agenda.

He said the money is available in the budget for the purchase of the land. During the Budget Workshop, the staff was directed to focus on the acquisition of the site and the

architectural design. The Council will review the areas of functionality that will be built into the design at a later date. After the first of the year, input from the Council, staff, and design consultants will be gathered for a final look at the proposed facility. The Council will have ample times to consider the proposed facility, before a final decision is made next summer.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 6666, and the request to advertise for contracting with a Construction Manager-At-Risk, for the construction of a new Police Headquarters Facility, as presented. Second by Council Member Holland.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6667 – AUTHORIZING THE PURCHASE OF A 2020 FRAZER TYPE I 14' MODULE AMBULANCE FOR THE SHERMAN FIRE DEPARTMENT FROM MAC HAIK DODGE CHRYSLER JEEP AND FRAZER, LTD. THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC)

**RES 6667
PURCHASE OF
AMBULANCE**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2020 FRAZER TYPE I 14' MODULE AMBULANCE FOR THE SHERMAN FIRE DEPARTMENT FROM MAC HAIK DODGE CHRYSLER JEEP AND FRAZER, LTD. THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC).

CONSENT AGENDA.

RESOLUTION NO. 6668 – AUTHORIZING THE PURCHASE OF A 2021 SPARTAN S-180 PUMPER FIRE ENGINE FOR THE SHERMAN FIRE DEPARTMENT FROM METRO FIRE APPARATUS SPECIALISTS, INC. THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC)

**RES 6668
PURCHASE OF
FIRE ENGINE**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2021 SPARTAN S-180 PUMPER FIRE ENGINE FOR THE SHERMAN FIRE DEPARTMENT FROM METRO FIRE APPARTUS SPECIALISTS, INC. THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC).

CONSENT AGENDA.

RESOLUTION NO. 6669 – AUTHORIZING THE PURCHASE OF A 2021 FORD F550 SUPER CAB BRUSH TRUCK AND EQUIPMENT FOR THE SHERMAN FIRE DEPARTMENT FROM WILDFIRE TRUCK & EQUIPMENT SALES THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

**RES 6669
PURCHASE OF
BRUSH TRUCK**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2021 FORD F550 SUPER CAB BRUSH TRUCK AND EQUIPMENT FOR THE SHERMAN FIRE DEPARTMENT FROM WILDFIRE

TRUCK & EQUIPMENT SALES THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

REQUEST TO ADVERTISE

CONTRACTING WITH A CONSTRUCTION MANAGER-AT-RISK (CMAR) FOR THE CONSTRUCTION OF A NEW POLICE HEADQUARTERS FACILITY

This item was discussed and voted on in conjunction with Resolution No. 6666, earlier in the meeting. Council Members did approve the request to advertise for a Construction Manager At-Risk for the proposed Police Headquarters.

REQ TO ADVERTISE
CONSTRUCTION
MANAGER AT-RISK
FOR POLICE DEPT.

OTHER BUSINESS

RECEIVE AN UPDATE ON THE CITY OF SHERMAN'S ONGOING PROJECTS

Nate Strauch, Community and Support Services Manager, and Clint Philpott, Assistant City Manager, presented an update on the City's ongoing projects.

ONGOING PROJECT
UPDATE

He showed drone footage of a fire at the old Grayson Appraisal District building on North Travis Street at Wall Street. The fire was at about 8:30 a.m. this morning. Danny Jones, Fire Chief, said there were no injuries and they are still trying to determine the cause of the fire.

The following projects were included in the update:

- Old Medical Plaza Hospital on Gallagher – Demolition and Development Project
- Municipal Airport Hanger Home Development & Construction of Three Hangers
- Brookstone Development
- Wildwood Homes
- The Preserve
- Riverside Development
- West Travis Street
- Police Headquarters Property
- New Sherman High School
- South FM 1417
- FM 1417 – Sand Creek Bridge
- Hwy 75 – Hwy 82 Interchange
- Panda Express
- Hwy 75 GAP Project

FINAL PLAT APPROVAL OF PARKHAVEN ESTATES, PHASE II, BEING 9.994 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625; KRITT CONCRETE, LLC, OWNER; CROSS ENGINEERING CONSULTANTS, CIVIL ENGINEER; AND UNDERWOOD DRAFTING AND SURVEYING, INC., SURVEYOR (800 BLOCK OF BAKER PARK DRIVE)

The City Council approved the Final Plat of Parkhaven Estates, Phase II, a 9.994 acre tract, located in the 800 block of Baker Park Drive.

APPROVE FINAL PLAT
PARKHAVEN ESTATES

COUNCIL MINUTES – OCTOBER 19, 2020

The property is zoned an R-1 (One Family Residential) District and the owner would like to plat the property into 40 lots for residential development. The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.

CONSENT AGENDA.

REPLAT APPROVAL OF FULLER-WEEMS ADDITION, A REPLAT OF LOTS 1 AND PART OF LOT 2, BLOCK 1, FULLER'S 2ND ADDITION IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION (ETJ), BEING 2.464 ACRES IN THE WILLIAM ATCHISON SURVEY, ABSTRACT NO. 23, ALSO BEING LOTS 1 AND PART OF LOT 2, BLOCK 1, FULLER'S 2ND ADDITION; MICHAEL AND BRENDA FULLER AND RUDY AND CYNTHIA WEEMS, OWNERS; AND UNDERWOOD DRAFTING AND SURVEYING, INC., SURVEYOR (16 AND 60 TEE TAW CIRCLE)

The City Council approved the Replat of the Fuller-Weems Addition, a Replat of Lots 1 and part of Lot 2, Block 1, Fuller's 2nd Addition, in the City of Sherman's Extra Territorial Jurisdiction. The 2.464 acre tract is located at 16 and 60 Tee Taw Circle.

The owner would like to Replat two lots to enlarge one of the lots. The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.

CONSENT AGENDA.

APPROVE QUARTERLY INVESTMENT REPORT FOR QUARTER ENDED SEPTEMBER 30, 2020

The City Council approved the Quarterly Investment Report for the Quarter ended September 30, 2020. As of September 30, 2020, the portfolios were in compliance with applicable State laws and the City's Investment Policy.

The operating investment portfolio had a book value of about \$11.4 million, a decrease of about \$4.3 million from the prior quarter of \$15.7 million, due to a maturity of State of Texas political subdivision obligations and U.S. Agency Securities and withdrawals from the Local Government Investment Pools.

The underlying investments were adequately diversified among four different types of securities. This portfolio is appropriately liquid, and its weighted-average maturity was about 460 days, a decrease of 17 days from last quarter. The portfolio yield of 1.31% for the quarter is 119 basis points above the benchmark yield of 0.12%. The portfolio value on the City's books approximates market value.

The debt proceeds portfolio balance of \$15.3 million was invested in a Local Government Investment Pool and an FDIC insured money market account. Transactions in this portfolio

APPROVE REPLAT
FULLER-WEEMS
ADDITION

QUARTERLY
INVESTMENT REPORT

included interest income and payments for capital projects. The yield of 1.23% was above the benchmark yield of 0.08% for this portfolio. Book value and market value were the same.
CONSENT AGENDA.

CONSIDER REQUEST OF THE 2020 EARTH DAY PLANNING COMMITTEE TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE “TEXOMA EARTH DAY RECYCLING EVENT” ON SATURDAY, OCTOBER 24, 2020

The City Council approved the request of the 2020 Earth Day Planning Committee to temporarily close certain streets for the “Texoma Earth Day Recycling Event” on October 24, 2020.

They are requesting barricades for the closure of South Elm Street between Mulberry and Pecan Streets, as well as the closure and use of the City Hall’s south parking lot.

In order to accommodate the festival, the Committee is requesting delivery and pick up of barricades to close the area from 7:00 a.m. until 1:30 p.m. The actual event time is from 9:00 a.m. until 1:00 p.m.
CONSENT AGENDA.

MEDIA QUESTIONS

There were no media questions.

MAIN STREET ADVISORY COMMITTEE (4)
ACTION TAKEN.

Motion by Council Member Stevenson to reappoint Lindsey Manley, Diana Salas, and Courtney Mitchell to the Main Street Advisory Committee, for a term from September 5, 2020 to September 5, 2022, and to appoint Sarah Richardson for a term from October 20, 2020 to October 20, 2022, as presented. Second by Deputy Mayor Steele.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

COUNCIL COMMENTS

OLD GRAYSON APPRAISAL DISTRICT FIRE

Mayor Plyler thanked the firefighters for their hard work in putting out the fire this morning at the old Grayson Appraisal District on North Travis Street.

1955-1956 FRED DOUGLASS SCHOOL STATE CHAMPIONSHIP

Council Member Holland thanked Sherman Youth Sports for honoring Fred Douglass School for their 1955-1956 State Championship.

ANNOUNCEMENTS

Mayor Plyler announced the following:

- The Sherman High School Homecoming Parade is scheduled to start at 6:00 p.m. tonight.

**CLOSE STREETS FOR
EARTH DAY
(OCT. 24, 2020)**

MEDIA QUESTIONS

**MAIN STREET
ADVISORY COMMITTEE**

**OLD GRAYSON
APPRAISAL DIST.
FIRE**

**FRED DOUGLASS
SCHOOL**

ANNOUNCEMENTS

COUNCIL MINUTES – OCTOBER 19, 2020

- Sherman Main Street will host their Annual Vision Meeting on October 27, 2020, at 6:00 p.m. in the Municipal Ballroom. The meeting will be an opportunity to help shape the future of downtown Sherman.
- Sherman Main Street will host “Trick or Treat on Travis” on October 29, 2020, from 6:00 p.m. until 8:00 p.m. The event will spread over three blocks for safety.
- “Caravan to Candyland” will be held on October 30, 2020, at the new Pecan Grove ballfields. Volunteers will distribute bags of candy to vehicles as they drive through.
- The Annual Veterans Day Parade will be held on November 7, 2020. Contact the Tourism Office for information.
- Earth Day will be held October 24, 2020, from 9:00 a.m. until 1:00 p.m. Amy Hoffman-Shehan said the Earth Day event will include a take-back of medicines, paper shredding, flattened cardboard, paper, Styrofoam, toner cartridges, cell phones, an electronic waste collection, and glass recycling.

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

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

EXECUTIVE SESSION

- | | |
|---------------------------|---|
| SECTION 551.071 -- | CONSULTATION WITH CITY ATTORNEY CONCERNING PENDING OR CONTEMPLATED LITIGATION |
| SECTION 551.071 -- | 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: DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, |

DISCIPLINE, OR DISMISSAL OF A
PUBLIC OFFICER OR EMPLOYEE

CONSIDER THE QUALIFICATIONS,
APPOINTMENT AND REMOVAL OF
MEMBERS TO BOARDS AND
COMMISSIONS:
SHERMAN ECONOMIC
DEVELOPMENT CORPORATION
BOARD OF DIRECTORS (2)

SHERMAN ECONOMIC
DEVELOPMENT CORPORATION
EX-OFFICIO MEMBER (1)

SECTION 551.087 --

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

On Motion duly made and carried, the Open Meeting recessed
and reconvened in Executive Session at 5:58 p.m.

On Motion duly made and carried, the Executive Session
recessed at 7:19 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

**SHERMAN ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS (2) AND EX-OFFICIO MEMBER (1)**
ACTION TAKEN.

SEDCO

Motion by Council Member Stevenson to reappoint Gail
Utter and Scott Bandemir to the Sherman Economic
Development Corporation Board of Directors, for a term
from October 1, 2020 to October 1, 2022, as presented.
Second by Council Member Melton.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

COUNCIL MINUTES – OCTOBER 19, 2020

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 7:19 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B. 1.

Meeting Date: 11/16/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION

Issue:

The official Statements of Elected Officer have been filed with the Sherman City Clerk; and the newly elected members of the City Council may take the Oath of Office as required by law. They will also be presented with official Certificates of Election.

Background:

Pursuant to the City Charter, Article X, Section 4, all elected officers shall, before entering upon the duties of their respective offices, take and subscribe to the official oath prescribed by the Constitution of the State of Texas. The Oath of Office shall be administered as required by the Charter.

Origination:

The Oath of Office presentation originated with the City Clerk's Office.

Financial Consideration:

There is no specific cost associated with taking the Oath of Office.

Staff Recommendation:

It is recommended that the newly elected City Council Members take the Oath of Office.

Alternatives:

There is no viable alternative.

Attachments

Oath of Office

OATH OF OFFICE

I, State your name

DO SOLEMNLY SWEAR,

THAT I WILL FAITHFULLY

EXECUTE THE DUTIES

OF State you position

IN THE CITY OF SHERMAN

OF THE STATE OF TEXAS

AND WILL TO THE BEST OF MY ABILITY

PRESERVE, PROTECT, AND DEFEND

THE CONSTITUTION AND LAWS

OF THE UNITED STATES

AND OF THIS STATE

SO HELP ME GOD.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 1.

Meeting Date: 11/16/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL ELECTION OF DEPUTY MAYOR

Issue:

The Deputy Mayor is elected by the City Council for a one-year term or until the Council is reorganized. Normally the Deputy Mayor is elected at the Council Meeting in November where new members are sworn in.

Background:

Article II, Section 3 of the City Charter provides for the designation of a Deputy Mayor, as follows:

Section 3. Mayor and deputy mayor.

The mayor shall preside at the meetings of the council, and shall be recognized as head of the city government for all ceremonial purposes, and by the governor for purposes of military law, but shall have no regular administrative duties. The mayor shall be entitled to vote upon all matters considered by the council. The mayor shall not make or second motions. The council shall elect a deputy mayor from the council for a one-year term, or until the council is reorganized, who shall act as mayor during the absence or inability of the mayor to serve. If a vacancy should occur in the office of mayor, the deputy mayor shall serve for the remainder of the mayor's term or until the next general election, whichever shall first occur.

Origination:

The election of a Deputy Mayor originated with the City Clerk's Office.

Financial Consideration:

There is no specific cost associated with electing a Deputy Mayor.

Staff Recommendation:

It is recommended that the Council Members elect a new Deputy Mayor.

Alternatives:

There is no viable alternative.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 1.

Meeting Date: 11/16/2020

Prepared By: Teri Fine, 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:

G. 3. * RESOLUTION NO. 6672

Abandoning a Ten Foot (10') Utility Easement located in Block 9 of Mildred Heights Addition, Volume 191, Page 1, Deed Records, Grayson County, Texas, being established in Quit Claim Deed filed of record in Instrument No. 2019-25972, Official Public Records, Grayson County, Texas, and being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes

G. 4. * RESOLUTION NO. 6673

Authorizing Execution of an Encroachment Easement to Medistar Corporation for the Installation of a Variable Height and Width Retaining Wall by a Maximum of Four Feet (4') within the Platted Public Utility Easements along the North and South Property Lines of the Amended Plat, Lot 2, Block 2, Independence Square Addition, Section Three, as shown in Volume 24, Page 151, Plat Records, Grayson County, Texas, locally known as 2022 North Highway 75 in the City of Sherman, Texas

G. 5 * RESOLUTION NO. 6674

Awarding a Bid to and Authorizing Execution of a Contract with Shipman Communications, Inc. for Two-Way Radio and Early Warning Siren Maintenance

H. 1. * REQUEST TO ADVERTISE

Wastewater Treatment Plant Aeration and Secondary Treatment Improvements Project

I. 5. * OTHER BUSINESS

Replat Approval of Block 43R, Lot 1, South Side Addition, being a Replat of the Final Plat of Block 43R, Lot 1, South Side Addition, being a 14.08 tract in the Preston Kitchen Survey, Abstract No. 667, also being multiple tracts: Tract 1, being a 7.036 acre tract; Tract 3, being all of Blocks 38, 39 and a portion of Block 37 of the Replat of Blocks 4, 5, 6, 15, 16, 17, 29, 31, 40 and 41 of South Side Addition; and Tract 4, being a 0.888 acre tract, except a called 0.487 acre portion of Lots 7-12, Block 39; FRHP Lincolnshire, LLC, Owner; Camping World and Good Sam, Tenants; and CEI Engineering Associates, Inc., Civil Engineer and Surveying (2005 South Sam Rayburn Freeway)

I. 6. * OTHER BUSINESS

Final Plat Approval of Garland Addition in the City of Sherman's Extra Territorial Jurisdiction (ETJ), being 1.219 acres in the Garrett Pangburn Survey, Abstract No. 945; Rhonda Garland, Owner; and Underwood Drafting and Surveying, Inc., Surveyor (186 Jim Lamb Road)

I. 7. * OTHER BUSINESS

Replat Approval of Moran Addition, a Replat of all of Lots 10, 11 and 12 and part of Lot 9, Block 7, W. Elliott's Addition, being 0.271 acres in G. B. Pilant Survey, Abstract No. 963, also being all of Lots 10, 11, 12 and part of Lot 9, Block 7, W. Elliott's Addition, Juana and Jessica Alvarado, Owners; Moran Construction, Prospective Buyer; Luis Moran, Representative; Helvey-Wagner Surveying, Surveyor; and Jeremy W. Bullard Design Studio, LLC, Architect (623 South Maxey Street and 809 East Wells Avenue)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 1.

Meeting Date: 11/16/2020

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6333

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Micro-Blading/Permanent Makeup in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District at 2001 Skyline Drive, Suite B-210, being Lot 3, Block 1 of the Replat of Skyline Business Park Addition, a portion of Block 4 out of the Western Hills Addition, Section 5 (Dean Gilbert, Jr., LLC, Owners; and Maria Jeffrey, Applicant); 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 Dean Gilbert, Jr., LLC (Owners) and Maria Jeffrey (Applicant) concerning the property located at 2001 Skyline Drive, Suite B-210, being Lot 3, Block 1 of the Replat of Skyline Business Park Addition, a portion of Block 4 out of the Western Hills Addition, Section 5, for a Specific Use Permit to allow Micro-Blading/Permanent Makeup in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District

Background:

The property is located at 2001 Skyline Drive, Suite B-210, between North F.M. 1417 (Heritage Parkway) and Monte Cristo Way. The property is zoned a C-1 (Retail Business) District and is located in the O-1.1 (FM Highway 1417) Overlay District.

The applicant is requesting a Specific Use Permit to allow microblading/permanent makeup at Salon West located at 2001 Skyline Drive, Suite B-210. Microblading is a semipermanent technique for enhancing the appearance of the eyebrows, in which pigment is scratched into the skin in fine, short strokes resembling hair, using a hand tool with a blade formed of tiny needles.

Origination:

Dean Gilbert, Jr., LLC (Owners)
Maria Jeffrey (Applicant)

Financial Consideration:

None

Staff Recommendation:

At the October 20, 2020 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6333
Aerial Location Map
Zoning Map
Zoning Sign Photo
Plat
Site Plan
Building Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6333

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 MICRO-BLADING/PERMANENT MAKEUP IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1.1 (FM HIGHWAY 1417) OVERLAY DISTRICT AT 2001 SKYLINE DRIVE, SUITE B-210, BEING LOT 3, BLOCK 1 OF THE REPLAT OF SKYLINE BUSINESS PARK ADDITION, A PORTION OF BLOCK 4 OUT OF THE WESTERN HILLS ADDITION, SECTION 5 (DEAN GILBERT, JR., LLC, OWNERS; AND MARIA JEFFREY, APPLICANT); 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, Dean Gilbert, Jr., LLC (Owners) and Maria Jeffrey (Applicant) concerning the property located at 2001 Skyline Drive, Suite B-210 are granted a Specific Use Permit to allow micro-blading/permanent makeup in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 3, Block 1 of the Replat of Skyline Business Park Addition, a portion of Block 4 out of the Western Hills Addition, Section 5

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. All aspects of the C-1 (Retail Business) District, the O-1.1 (FM Highway 1417) Overlay District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire access lanes and codes shall be coordinated with the Fire Marshal 903-892-7267.
3. The Specific Use Permit shall be limited to Maria Jeffrey.
4. Shall comply with all EPA, City, Federal and State regulations for this use.
5. Review the zoning and development ordinance for additional requirements.
6. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Section 8, Subsection (5)(a), Ordinance No. 2280.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect..

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. 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.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

INTRODUCED on this the _____ day of _____, 2020.

ADOPTED on this the _____ day of _____, 2020.

EFFECTIVE DATE on this the _____ day of _____, 2020.

CITY OF SHERMAN, TEXAS

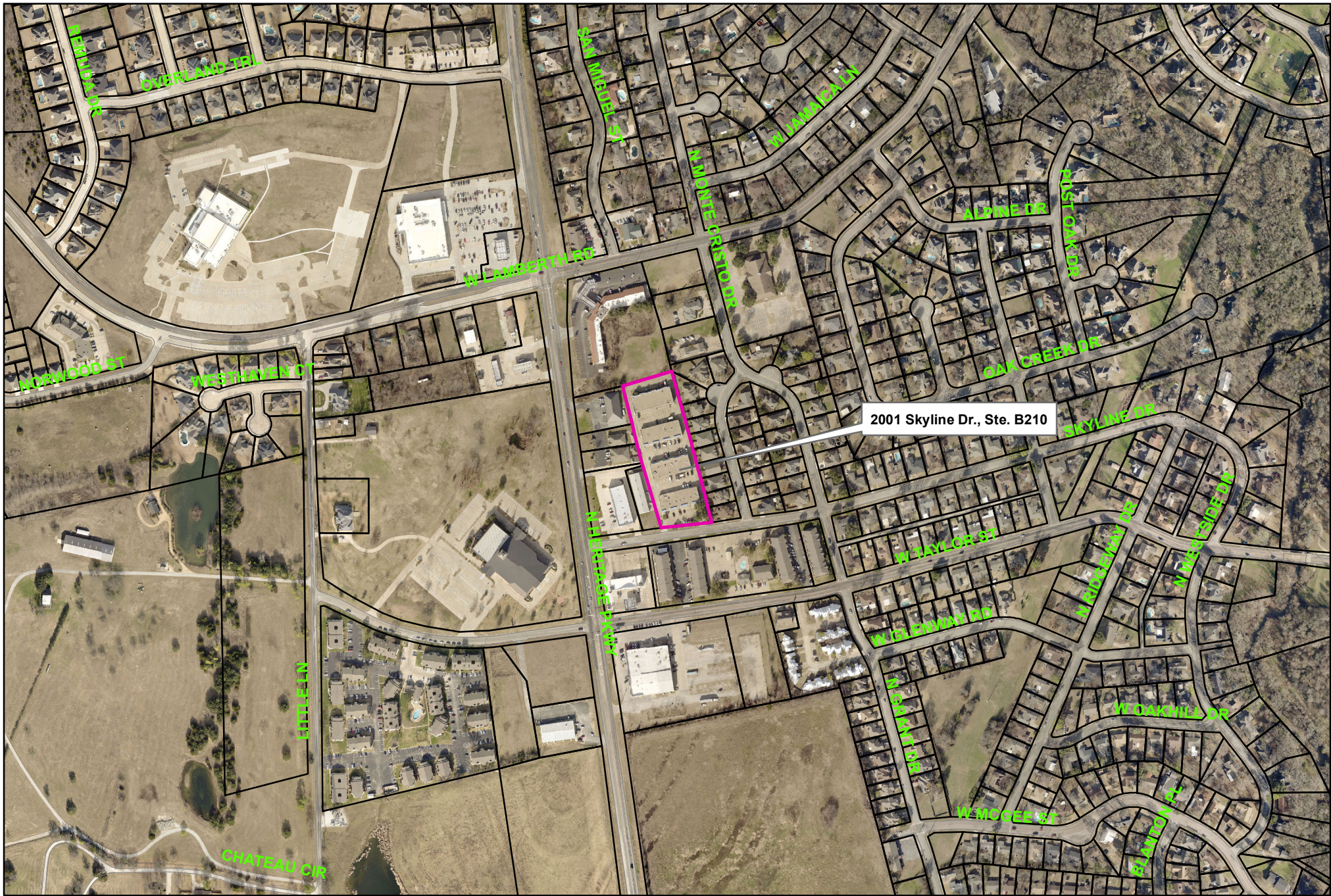
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
NAME: _____
CITY ATTORNEY



City of Sherman, Texas
Developmental Services Department

2001 Skyline Drive, Suite B210



NOT TO SCALE

1 in = 500 ft



Zoning - 2001 Skyline Drive, Suite B210

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: SpermGIS.DBO.TransportationCorridor_Rep_1
FM 1417
Sam Rayburn Freeway
US Hwy 82 and 75
SH 289
FM 891
Unknown
Representation: SpermGIS.DBO.ZoningDistrict_Rep
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
PD Planned Development
ImageGIS.DBO.ORTHOS_2020
RGB
Red: Band_1
Green: Band_2
Blue: Band_3



City of Sherman, Texas
Developmental Services Department

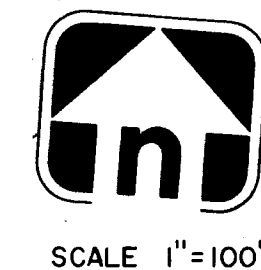


NOT TO SCALE

1 in = 151 ft

2001 Skyline Drive, Suite B-210



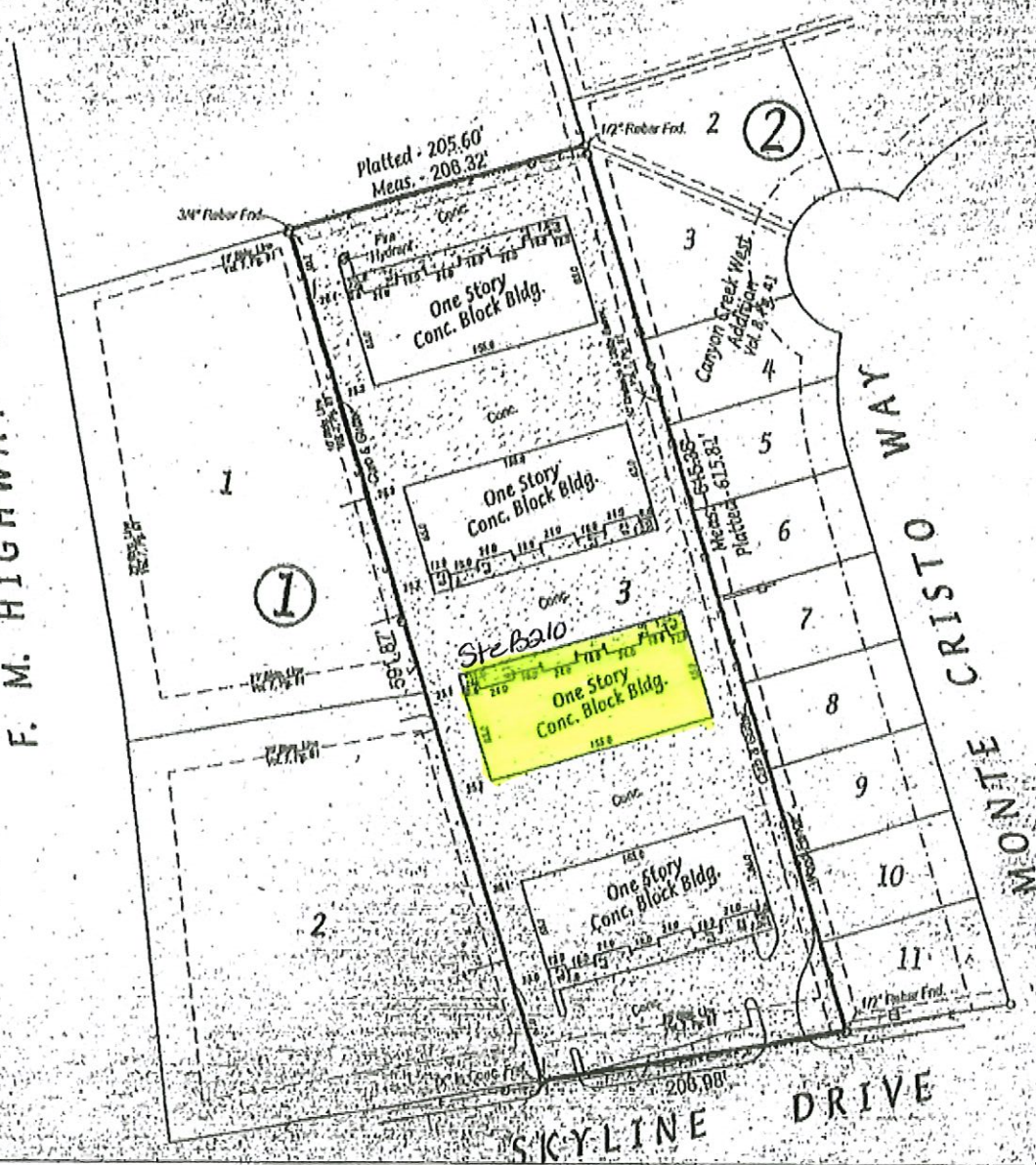


11110

NORTH

Scale: 1" = 100'

E. M. HIGHWAY NO. 1417





STAFF REVIEW LETTER

October 13, 2020

Dean Gilbert, Jr.
801 E. Taylor St.
Sherman, TX 75090

Maria Jeffrey
2001 Skyline Dr., Ste. B210
Sherman, TX 75092

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow Micro-Blading/Permanent Makeup in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District located at 2001 Skyline Drive, Suite B-210 has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 20, 2020 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, the O-1.1 (FM Highway 1417) Overlay District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire access lanes and codes shall be coordinated with the Fire Marshal 903-892-7267.
3. The Specific Use Permit shall be limited to Maria Jeffrey.
4. Shall comply with all EPA, City, Federal and State regulations for this use.
5. Review the zoning and development ordinance for additional requirements.
6. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

It is the policy of this Board not to consider a request unless it has representation. You are hereby notified to present your case on the date and time stated above.

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

Respectfully,



Rob Rae

Incoming Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Christopher Armstrong, Asst. City Engineer
Tom Pruitt, Utility Engineer

Billy Hartsfield, Fire Marshal
Brandon Shelby, City Attorney
Amber Doan, Engineering Coordinator
Scott Shadden, Director of Developmental Services



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

Agenda Item No. 11.

Meeting Date: 10/20/2020

Prepared by: Patsy Reeves, Developmental Services Coordinator
Scott Shadden, Director of Development Services
Rob Rae, Incoming Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Requested Action/Proposed Use:

2001 SKYLINE DRIVE, SUITE B-210

The request of Dean Gilbert, Jr. LLC (Owners) and Maria Jeffrey (Applicant) concerning the property located at 2001 Skyline Drive, Suite B-210, being Lot 3, Block 1 of the Replat of Skyline Business Park Addition, a portion of Block 4 out of the Western Hills Addition, Section 5, as follows;

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow Micro-Blading/Permanent Makeup in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District.

Background:

The property is located at 2001 Skyline Drive, Suite B-210 between North FM 1417 (Heritage Parkway) and Monte Cristo Way. The property is zoned a C-1 (Retail Business) District and located in the O-1.1 (FM 1417) Overlay District.

The applicant is requesting a Specific Use Permit to allow microblading/permanent makeup at this location. Microblading is a semipermanent technique for enhancing the appearance of the eyebrows, in which pigment is scratched into the skin in fine, short strokes resembling hair, using a hand tool with a blade formed of tiny needles.

Adjacent Zoning:

R-1 (One Family Residential) District

R-2 (Multi-Family Residential) District

C-1 (Retail Business) District

Origination:

Dean Gilbert, Jr. LLC (Owners)
Maria Jeffrey (Applicant)

Master Plan Designation:

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

Number of notices mailed:

26

Objections Received:

0

Attachments

Aerial Location Map
Zoning Map
Zoning Sign Photo
Plat
Site Plan
Building Elevations
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 2.

Meeting Date: 11/16/2020

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 6333

Issue:

F. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6333

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Micro-Blading/Permanent Makeup in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District at 2001 Skyline Drive, Suite B-210, being Lot 3, Block 1 of the Replat of Skyline Business Park Addition, a portion of Block 4 out of the Western Hills Addition, Section 5 (Dean Gilbert, Jr., LLC, Owners; and Maria Jeffrey, Applicant); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 1.

Meeting Date: 11/16/2020

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6670

Authorizing Execution of a Development Agreement with Bridgestone Construction for the Construction of Public Facilities in Parkhaven Estates, Phase II, a 9.994-acre Development East of South Baker Park Drive and North of West Center Street in the City of Sherman

Issue:

The construction of public facilities in Parkhaven Estates, Phase II, a 9.994-acre development east of South Baker Park Drive and north of West Center Street in the City of Sherman

Background:

Bridgestone Construction proposes to construct a 9.994-acre development with 40 residential lots east of South Baker Park Drive and north of West Center Street, which includes the construction of streets, storm water, and water and sanitary sewer mains.

Origination:

Engineering Department

Financial Consideration:

The development fee to be paid by the developer for public inspection will be \$23,158.15.

Staff Recommendation:

Staff recommends approval and execution of the Development Agreement.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6670

Development Agreement - Parkhaven Estates, Ph. II

Exhibit A - Proposed Plat

Aerial Location Map

RESOLUTION NO. 6670

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH BRIDGESTONE CONSTRUCTION FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN PARKHAVEN ESTATES, PHASE II, A 9.994-ACRE DEVELOPMENT EAST OF SOUTH BAKER PARK DRIVE AND NORTH OF WEST CENTER 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 a Development Agreement with Bridgestone Construction for the construction of public facilities in Parkhaven Estates, Phase II, a 9.994-acre development east of South Baker Park Drive and north of West Center Street 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 _____, 2020.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
NAME: _____
CITY ATTORNEY

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF SHERMAN AND BRIDGESTONE CONSTRUCTION, LLC**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2020 (the “Effective Date”), by and among the City of Sherman (“City”), a municipal corporation organized under the laws of the State of Texas, Bridgestone Construction, LLC, (“Developer”).

WITNESSETH:

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

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

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

WHEREAS, the Developer desires that the City accept the dedication of the streets, utilities, and other improvements as reflected on the plans and specifications submitted by the Developer as a part of the public facilities of the City, as indicated in Paragraph 2 of Article I; and

WHEREAS, the CITY is willing to provide, in accordance with the provisions of this Agreement and the prevailing state and local laws, city services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive City services;

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

**ARTICLE I.
SPECIFIC CONTRACT PROVISIONS**

1. **Assurance of Title:** At the time of execution of this Agreement, the Developer agrees to deliver to City a copy of a Title Insurance Policy, or an opinion of title from a qualified attorney-at-law addressed to the City in a form and substance satisfactory to City with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens

and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

2. **Assurance of Accuracy of Documents:** Developer has caused the subdivision plat of the Property (the "plat") and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.
3. **Development Documents:** Upon the execution of this Agreement, Plat, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the subdivision depicted on the Plat (hereinafter the "Subdivision") are confirmed, ratified, and agreed upon by both parties. Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract, as applicable to the Subdivision; and all of the work of the Project will be done under the supervision of the City Engineer (as defined in Paragraph 8 of this Article) to City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement a part thereof for all purposes.
4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.
5. **Performance Bond:** No work shall be performed within the Subdivision until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. Such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Subdivision, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.
6. **Failure to Complete Development:** If the Developer does not complete the Improvements contained in the Development Documents on or before September 1, 2021, City may, at its election, use the Performance Bond to complete such Improvements. The date in this Paragraph may be extended by the mutual agreement of the parties. Such extension shall be in writing, as provided in Paragraph 13 of Article II.
7. **Availability of Public Facilities:** No public facilities will be made available to any lot within any segment of this Subdivision until the work on each segment is performed and approved as agreed upon in this Agreement.

8. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.
9. **City Engineer:** Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.
10. **Coordination of Work:** The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.
11. **Utility Arrangements:** The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.
12. **Fees:** Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.
13. **Maintenance Bond:**
 - A. Developer shall provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The Bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.
14. **WAIVER OF RIGHTS UNDER STATE LAW:**
 - A. Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY SIGNATURE

ON THIS AGREEMENT, DEVELOPER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. DEVELOPER AGREES THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

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

15. **Other Provisions:**

- A. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.
- B. The Developer shall pay to the City an engineering plan review, inspection, and testing fee of \$23,158.15.
- C. Developer agrees that the development, as set forth in the Contract Documents, will comply with all federal, state and local laws relating to the discharge of storm water upon completion of the development.
- D. Developer and City agree that any and all goods and services relative to infrastructure dedicated to the City are exempt from state and local sales tax in accordance with Texas Tax Code §§151.309 and 151.311.

ARTICLE II.

GENERAL CONTRACT PROVISIONS

1. **Force Majeure.** If the performance of any of the parties hereto is delayed by reason of war, civil commotion, acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualty, court injunction or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed. The terms above shall not apply to extend the time permitted for any payment obligations set forth in this Agreement.
2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPERS EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HEREWITH, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. This indemnity does not waive any governmental immunity available to the City under Texas law and does not waive any defenses of the parties under Texas law.
3. **Authority to Bind.** Each general partner or member executing this Agreement on behalf the Developer represents that, by executing this Agreement in such capacity, it acts within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.
4. **Events of Default.** A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

5. **Remedies Available to City.** If a default by Developer shall occur and continue, after thirty (30) day's notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.
6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity.
7. **Venue and Governing Law.** This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.
8. **Notices.** Any notice required by this Agreement shall be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if transmitted by facsimile or electronic transmission, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

CITY:

DESIGNEE: Wayne E. Lee, P.E., CFM
ADDRESS: 220 W. Mulberry Street
Sherman, TX 75090
PHONE: 903-892-7327
FAX: 903-870-7802

DEVELOPER: Bridgestone Construction, LLC
DESIGNEE: Jim Hidalgo
ADDRESS: PO Box 3317
Sherman, TX 75091
PHONE: 903-815-1074
EMAIL: HidalgoHomes@Gmail.com

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 _____ 2020, with an original to each party.

Developer: **Bridgestone Construction, LLC**

BY: _____
NAME: **Jim Hidalgo**
TITLE: **Owner**

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:

Wayne E. Lee, P.E., CFM / Director Engineering

APPROVED AS TO FORM AND CONTENT:

THE LAW FIRM OF ABERNATHY,

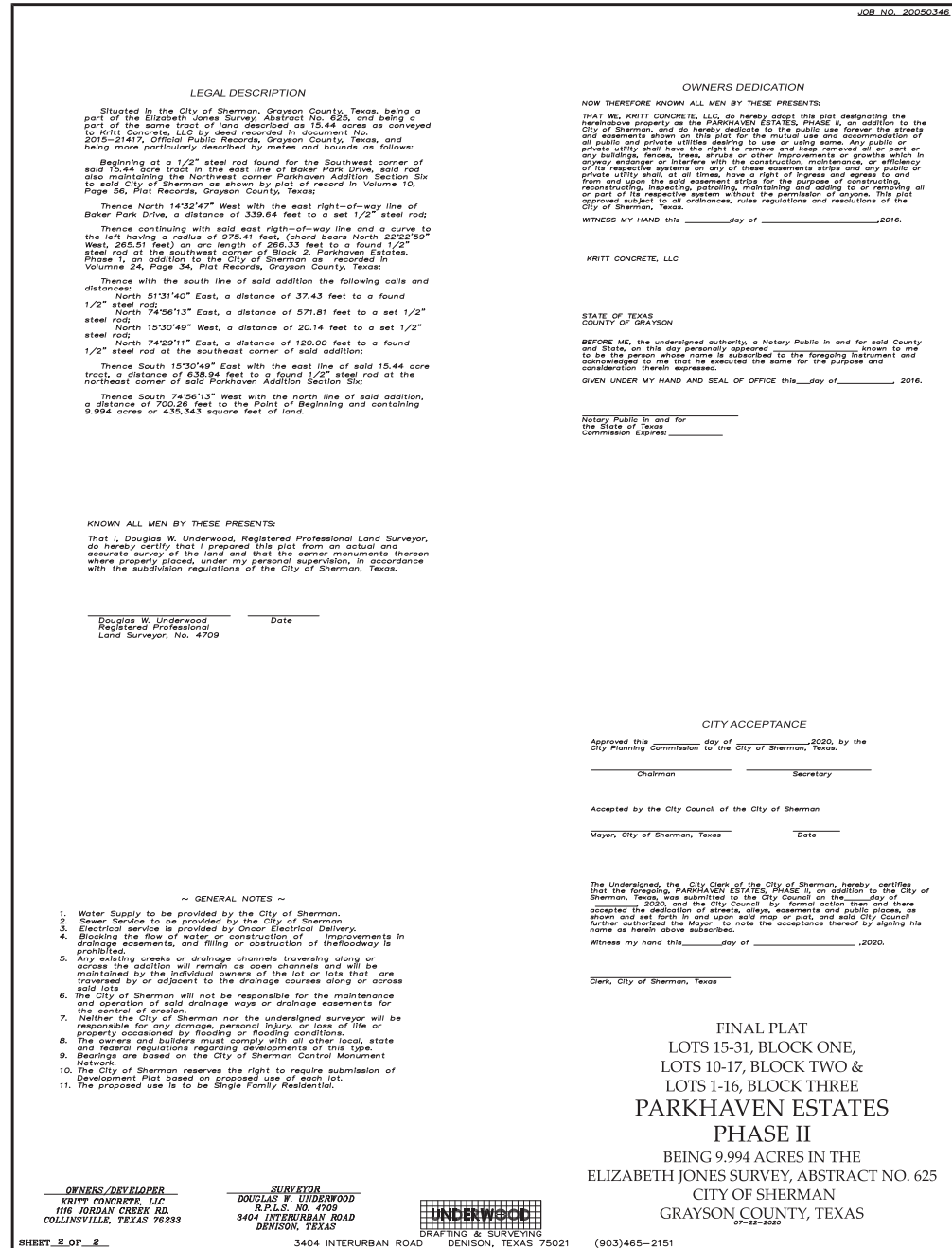
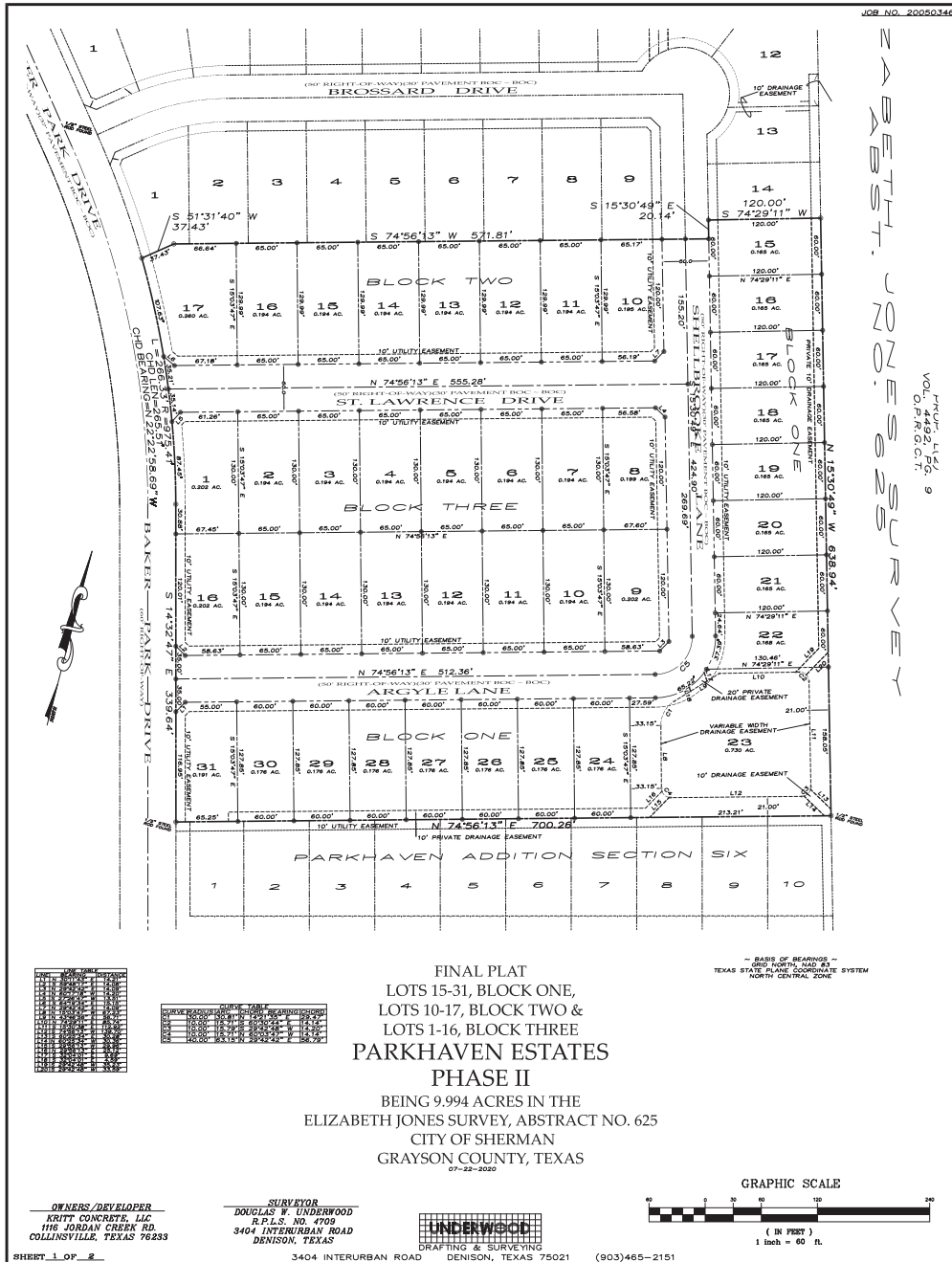
ROEDER, BOYD & HULLETT, P.C.

BY: _____

NAME: _____

CITY ATTORNEY

Exhibit "A"



Parkhaven Estates, Phase II



0 150 300 600 900 1,200 1 inch = 300 feet Feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 2.

Meeting Date: 11/16/2020

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6671

Authorizing Execution of a Standard Form of Agreement Between Owner and Architect between the City of Sherman and Hidell and Associates Architects, Inc. for the Design of the New Sherman Police Department Headquarters

Issue:

To consider a contract for professional services with Hidell and Associates Architects, Inc. for design of the new Sherman Police Department Headquarters

Background:

The Sherman Police Department received approval during the fiscal year 2021 Budget Workshop to move forward with the design of a new police headquarters. It is our desire to contract with Hidell and Associates Architects, Inc. concerning the design of the police headquarters since they have been involved with the project since the idea of a new police station was first introduced. Hidell has given several presentations to the Council over the past few years on the Library renovations and more recently Police Department facility planning.

Origination:

Sherman Police Department
City Manager

Financial Consideration:

The fee for Basic A/E Services will be \$630,660.00. This includes the following:

- Conceptual Design
- Schematic Design
- Design and Development
- Construction Document Phase
- Bidding

The fee for Supplemental Services will be \$139,694.00. These are required services for the final design of the Site and Facility. The Supplemental Services will be completed by sub-consultants thru the Architectural contract.

This will include the following:

- Civil Engineering
- A/V, Technology, and Security Design
- Geotechnical Report
- Landscape Design
- Equipment and Furniture Selection

The fee for Construction Administration Services is \$164,250.00. These services include coordinating with the General Contractor and City staff to ensure the project stays within budget and on-time. This service will only be used if the City Council moves forward with the Construction Phase. Funding of this service will be included with the funding for the construction of the Police Department.

The total for Basic A/E Services, Supplemental Services and Construction Administration Services is \$934,604.00. These fees are within the budgeted amount, with funding available in the Capital Improvements Program fund.

Staff Recommendation:

It is recommended that the contract for professional services with Hidell and Associates Architects, Inc. for design of the new Sherman Police Department Headquarters be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6671

Standard Form of Agreement Between Owner and Architect

Exhibit A - Contract Proposal

Exhibit B - Work Activities

Exhibit C - Proposed Project Schedule

Aerial Location Map

RESOLUTION NO. 6671

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT BETWEEN THE CITY OF SHERMAN AND HIDELL AND ASSOCIATES ARCHITECTS, INC. FOR THE DESIGN OF THE NEW SHERMAN POLICE DEPARTMENT HEADQUARTERS; 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 Standard Form of Agreement Between Owner and Architect with Hidell and Associates, Inc. for design of the new Sherman Police Department Headquarters, 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 _____, 2020.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
NAME: _____
CITY ATTORNEY

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 8th day of October in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Sherman
220 W. Mulberry Street
Sherman, TX 75090
Telephone Number: 903-892-7206

and the Architect:
(Name, legal status, address and other information)

Hidell and Associates Architects
3033 Kellway Dr. Suite 120
Carrollton, Texas 75006
Telephone Number: 972-416-4666

for the following Project:
(Name, location and detailed description)

Sherman Police Headquarters

The new facility shall be a single-story structure between 25-30,000 square feet, with associated parking and annex building for equipment storage. The facility shall be located at the southwest corner of W Travis and Northgate drive. The facility design shall include a masterplan layout for expansion to meet future needs. The building will serve as a stand-alone Police HQ, with associated administration area, training room, conference rooms, CID, Records, Evidence processing and storage, Dispatch, Patrol, Locker rooms, interview rooms, storage, and associated support areas. The facility shall incorporate a storm shelter for the critical areas of the facility.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Shall be developed as part of the basic scope of services

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

A single story 25-30,000sf facility with a 3,000sf annex building, and associated parking

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Total project cost \$14,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1

(Paragraphs deleted)

Reference Exhibit C for anticipated schedule

Init.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager at Risk

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

N/A

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

(Paragraphs deleted)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer: TBD

.2 Mechanical Engineer: TBD

(Paragraphs deleted)

.3 Electrical Engineer: TBD

§ 1.1.11.2 Consultants retained under Supplemental Services:

Civil Engineer, Landscape Architect, and Technology Consultant

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the

Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000) per claim and two million (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding,

including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall

not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction

means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;

- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	CMAR
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	CMAR
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A

Init.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.15 As-designed record drawings	CMAR
§ 4.1.1.16 As-constructed record drawings	CMAR
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 As required () visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 1.1.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☒ Other: *(Specify)*

Mediation

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Zero

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Zero

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific

information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1** Stipulated Sum
(Insert amount)

Basic Services Lump Sum: \$630,660

Supplemental Services Lump Sum: \$139,694

Construction Administration Services Lump Sum: \$164,250

- .2** Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3** Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (	15	%)
Design Development Phase	percent (	20	%)
Construction Documents Phase	percent (	40	%)
Procurement Phase	percent (	3	%)
Construction Phase	percent (	22	%)
Total Basic Compensation	one hundred percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;

Init.

- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

6 % Six

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

Exhibit A Contract Proposal dated October 8, 2020

Exhibit B – Work Activities

Exhibit C – Proposed Project Schedule

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

William Hidell President

(Printed name, title, and license number, if required)

Additions and Deletions Report for

AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:16:46 ET on 10/14/2020.

PAGE 1

AGREEMENT made as of the 8th day of October in the year 2020

...

City of Sherman
220 W. Mulberry Street
Sherman, TX 75090
Telephone Number: 903-892-7206

...

Hidell and Associates Architects
3033 Kellway Dr. Suite 120
Carrollton, Texas 75006
Telephone Number: 972-416-4666

...

Sherman Police Headquarters
The new facility shall be a single-story structure between 25-30,000 square feet, with associated parking and annex building for equipment storage. The facility shall be located at the southwest corner of W Travis and Northgate drive. The facility design shall include a masterplan layout for expansion to meet future needs. The building will serve as a stand-alone Police HQ, with associated administration area, training room, conference rooms, CID, Records, Evidence processing and storage, Dispatch, Patrol, Locker rooms, interview rooms, storage, and associated support areas. The facility shall incorporate a storm shelter for the critical areas of the facility.

PAGE 2

Shall be developed as part of the basic scope of services

...

A single story 25-30,000sf facility with a 3,000sf annex building, and associated parking

...

Total project cost \$14,000,000

...

.1 Design phase milestone dates, if any:

~~.2 — Construction commencement date:~~

~~.3 — Substantial Completion date or dates:~~

~~.4 — Other milestone dates:~~

~~Reference Exhibit C for anticipated schedule~~

PAGE 3

Construction Manager at Risk

...

N/A

...

N/A

...

N/A

~~§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)~~

~~.1 — Geotechnical Engineer:~~

~~.2 — Civil Engineer:~~

~~.3 — Other, if any:~~

~~— (List any other consultants and contractors retained by the Owner.)~~

~~§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)~~

...

.1 Structural Engineer: TBD

.2 Mechanical Engineer: TBD

.3 ~~Electrical Engineer:~~

.3 Electrical Engineer: TBD

...

Civil Engineer, Landscape Architect, and Technology Consultant

~~§ 1.1.12 Other Initial Information on which the Agreement is based:~~

PAGE 4

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000) per claim and two million (\$ 2,000,000) in the aggregate.

PAGE 10

§ 4.1.1.1 Programming	<u>Architect</u>
§ 4.1.1.2 Multiple preliminary designs	<u>N/A</u>
§ 4.1.1.3 Measured drawings	<u>N/A</u>

§ 4.1.1.4	Existing facilities surveys	<u>N/A</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>N/A</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>N/A</u>
§ 4.1.1.8	Civil engineering	<u>Architect</u>
§ 4.1.1.9	Landscape design	<u>Architect</u>
§ 4.1.1.10	Architectural interior design	<u>Architect</u>
§ 4.1.1.11	Value analysis	<u>CMAR</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>CMAR</u>
§ 4.1.1.13	On-site project representation	<u>N/A</u>
§ 4.1.1.14	Conformed documents for construction	<u>N/A</u>
§ 4.1.1.15	As-designed record drawings	<u>CMAR</u>
§ 4.1.1.16	As-constructed record drawings	<u>CMAR</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>N/A</u>
§ 4.1.1.18	Facility support services	<u>N/A</u>
§ 4.1.1.19	Tenant-related services	<u>N/A</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>N/A</u>
§ 4.1.1.21	Telecommunications/data design	<u>Architect</u>
§ 4.1.1.22	Security evaluation and planning	<u>Architect</u>
§ 4.1.1.23	Commissioning	<u>N/A</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>N/A</u>
§ 4.1.1.25	Fast-track design services	<u>N/A</u>
§ 4.1.1.26	Multiple bid packages	<u>N/A</u>
§ 4.1.1.27	Historic preservation	<u>N/A</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Architect</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>N/A</u>
§ 4.1.1.30	Other Supplemental Services	<u>N/A</u>

PAGE 12

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 As required () visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

PAGE 13

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 16

[X] Other: *(Specify)*

Mediation

PAGE 18

Zero

...

Zero

PAGE 19

Basic Services Lump Sum: \$630,660

Supplemental Services Lump Sum: \$139,694

Construction Administration Services Lump Sum: \$164,250

PAGE 20

Schematic Design Phase	percent (	<u>15</u>	%)
Design Development Phase	percent (	<u>20</u>	%)
Construction Documents Phase	percent (	<u>40</u>	%)
Procurement Phase	percent (	<u>3</u>	%)
Construction Phase	percent (	<u>22</u>	%)

PAGE 21

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (10 %) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

6 % Six

...

~~2~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

~~(Insert the date of the E203 2013 incorporated into this agreement.)~~

~~3~~

2 Exhibits:

PAGE 22

[] ~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~ Exhibit A Contract Proposal dated October 8, 2020

~~(Insert the date of the E204 2017 incorporated into this agreement.)~~ Exhibit B – Work Activities
Exhibit C – Proposed Project Schedule

...

William Hidell President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, William Hidell, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:16:46 ET on 10/14/2020 under Order No. 1098994751 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

October 8, 2020

City of Sherman
Zachary Flores
Police Chief
317 South Travis,
Sherman, Texas 75090

Re: Contract Proposal for the new City of Sherman Police HQ

Chief Flores,

Hidell and Associates Architects, Inc. (HAA), is pleased to submit this proposal to provide professional services relating to the new City of Sherman Police HQ facility.

The new facility shall be a single-story structure between 25-30,000 square feet, with associated parking and annex building for equipment storage. The facility shall be located at the southwest corner of W Travis and Northgate drive. The facility design shall include a masterplan layout for expansion to meet future needs. The building will serve as a stand-alone Police HQ, with associated administration area, training room, conference rooms, CID, Records, Evidence processing and storage, Dispatch, Patrol, Locker rooms, interview rooms, storage, and associated support areas. The facility shall incorporate a storm shelter for the critical areas of the facility. It is assumed the EOC shall remain at the existing police facility. Our fee includes the design of a packaged lift station (with alarm) and associated piping from the site, south to the existing fire station facility.

Per our understanding the allocated budget for the new City of Sherman Police HQ is in the amount of \$14,000,000 for (total project budget). Our services shall be based on that amount and shall consist of providing Basic Services (Architecture, MEP Engineering, Structural Engineering, preliminary furniture and equipment design) and Supplemental Services (Civil engineering, furniture and equipment procurement, A/V and Telecommunications design and Landscape Architectural Services). Our fee includes the coordination and implementation of all basic and supplemental services as indicated in this letter. In addition, (HAA) will provide under the Basic Services the required conceptual design (site plan and floor plan layout), programming, meetings (staff, city personnel and special stakeholders); and the associated required documentation under each phase of the project (schematic, design development, construction document, CMAR selection and pricing).

HAA understands the city's desire to develop the project to determine a construction/project cost for city review and approval in the spring of 2021. Our fee has been structured to provide basic and supplemental services to develop the drawings for CMAR pricing. The remaining construction administration fees are provided as a separate line item cost based upon city approval of the design and associated construction cost.

Compensation

A. Basic A/E Services:

We propose to provide the services described above for the lump sum of **\$630,660.00**. We will invoice monthly in proportion to the percent completion thru the end of the previous month, with the total billings not to exceed the following percentages.

○ Conceptual Design Phase	10%
○ Schematic Design Phase	15%
○ Design Development Phase	25%
○ Construction Document Phase	45%
○ Bidding	5%

B. Supplemental Services:

We propose to provide the services described below for the lump sum of **\$139,694.00**. We will invoice monthly in proportion to the percent completion thru the end of the previous month, with the total billings not to exceed the following amounts:

Civil Engineering

○ Site Plan	\$6,000.00
○ Preliminary Engineering	\$4,000.00
○ Construction Documents	\$56,000.00
○ <u>Storm Water Pollution Prevention Plan (SWPPP)</u>	<u>\$1,500.00</u>
Civil Engineering Total	\$67,500.00

Other Services

○ A/V, Technology, Security Design Services	\$26,394.00
○ Geotechnical Report	\$6,800.00
○ Landscape Design Services	\$25,000.00
○ Equipment & Furniture Selection	\$14,000.00
▪ <i>Fee includes the layout and selection of furniture for use in coordination during facility design.</i>	

C. Construction Administration Services:

Based upon city approval to move forward with the construction phase of the project, we propose to provide the services described below for the lump sum of **\$164,250.00**. We will invoice monthly in proportion to the percent completion thru the end of the previous month. The construction administration fee will only be billed upon authorization from the city that project shall proceed into the construction phase. The following scope of services are included in construction administration services:

- Construction Administration (*12-month construction phase*)

Other Services (if required – not included in fee)

○ As-Built Documents	\$4,000.00
▪ <i>Preparation of CAD files to match as-built conditions</i>	
○ Equipment & Furniture Procurement	\$14,000.00
▪ <i>Fee includes the final specification and coordination with vendor for state contract procurement.</i>	

D. Additional Services:

Additional services, if required and requested, will be invoiced either on a negotiated lump sum fee or on an hourly basis using the rates quoted below:

○ Principal.....	\$200.00/hr
○ Project Architect.....	\$180.00/hr
○ Architect.....	\$100.00/hr
○ CADD.....	\$80.00/hr
○ Administration.....	\$60.00/hr

Based on our understanding of the scope of services; the following items are not included in this proposal:

Exclusions

- Environmental investigation
- Material Testing Services (by third party)
- Sub-soil drainage / water flow / pressure tests / French drain systems around building perimeter
- Substantial detention improvements. Based on the record drawings for the existing facility, it is presumed that the existing detention basin size and configuration are adequate to accommodate

City of Sherman Police HQ Proposal

the proposed development, although the project may include the extension new storm drains to the basin.

- LEED certification / Commissioning
- Detailed Fire Sprinkler or Alarm Design (Performance spec only by Engineer) – General Contractor and Fire Subcontractor to design and provide and shall be submitted for Design Team to review as a shop drawing submittal.
- Cost estimating (to be performed by others [CMAR] and assisted by architect).
- Traffic Impact Analysis, traffic engineering report / study
- Design of SCADA system for monitoring of lift station
- Design of detention cells

Our drawings will be prepared using AutoCAD 2018 utilizing our standard symbols, layering systems, and data presentation. All electronic files will remain property of Hidell and Associates Architects, Inc.

The Design Team will prepare and submit to the Owner for review conceptual design documents consisting of drawings and other documents illustrating the scale and relationship of Project components. Based on the conceptual design documents and any adjustments authorized by the Owner, the Design Team will prepare and submit to the Owner for review; schematic design documents consisting of drawings and other documents illustrating the scale and relationship of Project components. Based on the schematic design documents and any adjustments authorized by the Owner in its program, desired schedule or Project budget, the Design Team will prepare and submit to the Owner for review; design development documents consisting of drawings and other documents to fix and describe the size and character of the project as architectural, structural, mechanical and electrical systems, security and safety systems, materials and such other elements as may be appropriate. The Design Team will submit for review the construction documents at the 50% complete and 95% complete for a status review by Owner and CMAR. The Design Team will perform its services expeditiously.

Reimbursable Services

1. Reimbursable expenses, such as printing / plotting / deliveries / communication and travel (automobile mileage) will be billed in addition to the base fee and supplemental fee at direct cost (not to exceed \$9,800.00).
2. Computer Generated "Fly-Thru" \$3,500.00

We have provided as accompanying back-up to our Fee Proposal the attached document identified as "**Exhibit B – Work Activities**" and "**Exhibit C – Proposed Project Schedule**".

Sincerely,
Hidell and Associates Architects



Aaron Babcock
Principal

Cc: Bill Hidell, AIA

Exhibit B - Work Activities

City of Sherman Police HQ

Proposed Scope of Work

10.1.2020

Phase

Conceptual Design Phase Activities

Facility Tours
Geotechnical Report
Develop Preliminary List of Spaces / Amenities
Develop concept plan based on list of spaces/amenities
Develop furniture layout based on list of spaces/amenities
Develop concept site plan based on list of spaces/amenities
Review worksessions - (*Programming and concept worksessions*)
On-site presentation and refinement session
City Presentations (As requested)

Schematic Design Phase Activities

Pre-Development Meeting
Preliminary Site Plan
Preliminary Floor Plan
Preliminary Furniture and Equipment Layout
Preliminary Building Elevations
Engineering systems concepts
Schematic Documents submitted for Review
Documents for Review (Site Plan, Floor Plan, Elevations, Project Narrative)
Review worksessions - (*Estimate 3 worksessions*)
On-site presentation and refinement session
Refinement of plan based on City Comments
City Presentations (As requested)

Exhibit B - Work Activities

City of Sherman Police HQ

Proposed Scope of Work

10.1.2020

Phase

Design Development Phase Activities

Exterior shell materials selection
Interior material selection
Landscape plan development
Refinement of site plan design
Refinement of building design
Formulation of Structural / Mech / Elec. Systems

Exterior Shell / Site Documents submitted for review

DD Exterior

Site Plan
Landscape Plan
Building Sections
Wall Sections
Roof Plan
Exterior Material Selection Presentation
Exterior Elevations

Interior Finish-Out Documents submitted for review

DD Interior

Dimensional Floor Plan
Furniture Layout Plan
Reflected Ceiling Plan
Door and Window Schedule
Interior Elevations
Interior Material Selection Presentation
Millwork
Equipment Selection

Security System Coordination
Door hardware / Access Control Coordination
A/V coordination
Telecommunications / Data Coordination
Review worksession - *(Estimate 3 worksessions)*
On-site presentation and refinement session
Refinement of plan based on City Comments
CMAR Cost and Constructability Review
City Presentations (Design and Proposed Cost)

Exhibit B - Work Activities

City of Sherman Police HQ

Proposed Scope of Work

10.1.2020

Phase

Construction Document Phase I Activities

Record Document Development

Finalize exterior materials selection

Finalize interior material selections

Finalize site design

Finalize building design

Finalize Structural / Mech / Elec. Systems

Finalize specifications

City Presentations (As requested)

Documents for Review (50% set)

Site Documents - 50% set

Building Documents - 50% set

Specifications - 50%

Final Material Selections Boards

Construction Document Phase II Activities (Based upon Council Approval)

Finalize documents based on 50% feedback

Documents for Review (95% set)

Site Documents - 95% set

Building Documents - 95% set

Specifications - 95%

Make corrections based on 95% feedback

Issue for Building Permit

Issue for Final GMP Pricing

Exhibit B - Work Activities

City of Sherman Police HQ

Proposed Scope of Work

10.1.2020

Phase

Construction Administration Phase Activities

Preconstruction Conference
Site Meetings
Engineering Coordination Construction Administration
R.F.I. Review
Shop Drawing Review
Substitutions Review
A.S.I Submission
Change Order procedures
Punch List

Furniture Procurement Phase Activities

Activities will occur throughout the project schedule

Finalize Furniture layout
Furniture selection
Furniture material finish selection
Develop documents for bidding / pricing
Bidding or State Contract procurement
Installation review
Punch list

SHERMAN POLICE HQ - EXHIBIT C Proposed Project Schedule

ID		Task Mode	Task Name	Duration	Start	Finish	Timeline											
							Qtr 2	Qtr 3	Qtr 4	2021	Qtr 1	Qtr 2	Qtr 3	Qtr 4	2022	Qtr 1	Qtr 2	Qtr 3
0			Sherman Police HQ Preliminary Schedule	515 days?	Sun 9/20/20	Fri 9/9/22												
1																		
2			Programming / Conceptual Design Phase	1 day	Sun 9/20/20	Sun 9/20/20												
3			Tour Similar Facilities	28 days	Wed 9/23/20	Fri 10/30/20												
4			Programming	14 days	Mon 10/19/20	Thu 11/5/20												
5			Develop List of Spaces and Adjacencies	14 days	Mon 10/19/20	Thu 11/5/20												
6			Develop List of Site Ammenities/Requirements	14 days	Mon 10/19/20	Thu 11/5/20												
7			Conceptual Design	22 days	Fri 10/30/20	Mon 11/30/20												
8			Develop Concept Plans based on list of spaces	14 days	Fri 10/30/20	Wed 11/18/20												
9			Develop Site Concepts based on site ammenities	1 day	Fri 10/30/20	Fri 10/30/20												
10			Conceptual Design Review Workshop	1 day	Tue 11/10/20	Tue 11/10/20												
11			Refine Conceputal Design based on feedback	17 days	Wed 11/11/20	Thu 12/3/20												
12			Submit Conceptual Design for Approval	7 days?	Thu 12/3/20	Fri 12/11/20												
13			Site Plan Concept	1 day	Thu 12/3/20	Thu 12/3/20												
14			Building Plan Concept	1 day	Thu 12/3/20	Thu 12/3/20												
15			Outline Building Program	1 day	Thu 12/3/20	Thu 12/3/20												
16				1 day	Thu 12/3/20	Thu 12/3/20												
17			Conceptual Design Presentation	1 day	Mon 12/21/20	Mon 12/21/20												
18				1 day	Thu 12/3/20	Thu 12/3/20												
19			CMAR Selection	1 day	Sun 9/20/20	Sun 9/20/20												
20			CMAR Council Notification	1 day	Mon 10/19/20	Mon 10/19/20												
21			Advertise for RFP	19 days	Mon 10/26/20	Thu 11/19/20												
22			Proposal Evaluation	9 days	Mon 11/23/20	Thu 12/3/20												
23			Notify Shortlisted Firms	1 day	Fri 12/4/20	Fri 12/4/20												
24			Short List Interviews	3 days	Wed 12/16/20	Fri 12/18/20												
25			Final Selection	21 days	Mon 12/21/20	Mon 1/18/21												
26			Submit CMAR for Council Approval	1 day	Mon 1/18/21	Mon 1/18/21												
27																		
28			Schematic Design Phase	31 days	Mon 12/14/20	Mon 1/25/21												
29			Schematic Design Development	20 days	Mon 12/14/20	Fri 1/8/21												
30			Develop Building Elevations	1 day	Mon 12/14/20	Mon 12/14/20												
31			Develop Schematic Floor Plan	1 day	Mon 12/14/20	Mon 12/14/20												
32			Develop Furniture and Equipment Plan	1 day	Mon 12/14/20	Mon 12/14/20												
33			Identify Building System	1 day	Mon 12/14/20	Mon 12/14/20												
34			Develop Schematic Site Plan	1 day	Mon 12/14/20	Mon 12/14/20												
35			Schematic Design Workshop	1 day	Mon 1/11/21	Mon 1/11/21												
36			Refine Schematic Design based on feedback	10 days	Tue 1/12/21	Mon 1/25/21												
37			Progress Update - City Council	1 day	Mon 1/18/21	Mon 1/18/21												

Project: Sherman Police HQ Pre Date: Tue 10/6/20	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

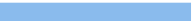
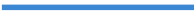
SHERMAN POLICE HQ - EXHIBIT C Proposed Project Schedule

ID		Task Mode	Task Name	Duration	Start	Finish	2021				2022					
							Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4			
38	✓	🚀	Submit Schematic design for CMAR pricing and review	1 day	Mon 1/25/21	Mon 1/25/21										
39	✓	🚀	CMAR Analysis	18 days?	Mon 2/1/21	Wed 2/24/21										
40	✓	🚀	Constructablity Review	1 day	Mon 2/1/21	Mon 2/1/21										
41	✓	🚀	Schematic Pricing Review	1 day	Mon 2/1/21	Mon 2/1/21										
42	✓	🚀		1 day	Mon 2/1/21	Mon 2/1/21										
43	✓	🚀	Schematic Design Presentation	1 day	Mon 3/1/21	Mon 3/1/21										
44		👉														
45	✓	🚀	Design Development Phase	45 days	Mon 2/1/21	Fri 4/2/21										
46	✓	🚀	Develop Facility Design	45 days?	Mon 2/1/21	Fri 4/2/21										
47	✓	🚀	Site Design Development	1 day	Mon 2/1/21	Mon 2/1/21										
48	✓	🚀	Building Design Development	1 day	Mon 2/1/21	Mon 2/1/21										
49	✓	🚀	Furniture Selection	1 day	Mon 2/1/21	Mon 2/1/21										
50	✓	🚀	Identify Exterior Materials	15 days	Mon 2/8/21	Fri 2/26/21										
51	✓	🚀	Identify Interior Material Finishes	15 days	Mon 2/8/21	Fri 2/26/21										
52	✓	🚀	Design Development Workshop	2 days	Mon 3/8/21	Tue 3/9/21										
53	✓	🚀	Refine Design based upon feedback	10 days	Wed 3/10/21	Tue 3/23/21										
54	✓	🚀	Submit DD Package for CMAR pricing and review	1 day	Wed 3/24/21	Wed 3/24/21										
55	✓	🚀	CMAR Analysis	21 days?	Thu 3/25/21	Thu 4/22/21										
56	✓	🚀	Constructablity Review	1 day	Thu 3/25/21	Thu 3/25/21										
57	✓	🚀	DD Pricing Review	1 day	Thu 3/25/21	Thu 3/25/21										
58	✓	🚀	Submit Pricing for City Review / Approval	1 day	Mon 4/26/21	Mon 4/26/21										
59	✓	🚀		1 day	Sun 9/20/20	Sun 9/20/20										
60	✓	🚀	Construction Documents Phase	1 day	Sun 9/20/20	Sun 9/20/20										
61	✓	🚀	Construction Documents Phase I	45 days?	Mon 3/29/21	Fri 5/28/21										
62	✓	🚀	Finalize Site Design	1 day	Mon 3/29/21	Mon 3/29/21										
63	✓	🚀	Finalize Building Design	1 day	Mon 3/29/21	Mon 3/29/21										
64	✓	🚀	Finalize Furniture Design	14 days	Mon 3/29/21	Thu 4/15/21										
65	✓	🚀		1 day	Mon 3/29/21	Mon 3/29/21										
66	✓	🚀	Council Approval Notification	1 day	Mon 5/17/21	Mon 5/17/21										
67	✓	🚀		1 day	Mon 3/29/21	Mon 3/29/21										
68	✓	🚀	Construction Documents Workshop	5 days?	Mon 5/31/21	Fri 6/4/21										
69	✓	🚀	50% Design Document Review	1 day	Mon 5/31/21	Mon 5/31/21										
70	✓	🚀	Furniture Selection Review	1 day	Mon 5/31/21	Mon 5/31/21										
71	✓	🚀		1 day	Mon 5/31/21	Mon 5/31/21										
72	✓	🚀	Construction Documents Phase II	40 days?	Mon 5/31/21	Fri 7/23/21										
73	✓	🚀	Finalize Design based upon feedback	1 day	Mon 5/31/21	Mon 5/31/21										
74	✓	🚀		1 day	Mon 5/31/21	Mon 5/31/21										
75	✓	🚀	Submit Drawings for Building Permit	20 days	Mon 7/26/21	Fri 8/20/21										

Project: Sherman Police HQ Pre Date: Tue 10/6/20	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

SHERMAN POLICE HQ - EXHIBIT C Proposed Project Schedule

ID		Task Mode	Task Name	Duration	Start	Finish	2021			2021				2022					
							Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4		
76	✓	🚀	Revise Building Permit Comments	10 days	Mon 8/23/21	Fri 9/3/21													
77	✓	🚀		1 day	Mon 5/31/21	Mon 5/31/21													
78	✓	🚀	Submit Drawings for Final GMP Pricing	1 day	Mon 7/26/21	Mon 7/26/21													
79	✓	🚀	CMAR Fimal Pricing Review	26 days	Mon 7/26/21	Mon 8/30/21													
80	✓	🚀	Final Pricing Submitted for Owner Approval	10 days	Mon 8/30/21	Fri 9/10/21													
81	✓	🚀		1 day	Sun 9/20/20	Sun 9/20/20													
82	✓	🚀	Facility Construction	260 days	Mon 9/13/21	Fri 9/9/22													
83	✓	🚀		1 day	Sun 9/20/20	Sun 9/20/20													
84	✓	🚀		1 day	Sun 9/20/20	Sun 9/20/20													

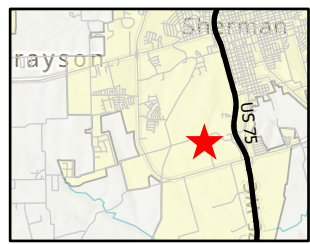
Project: Sherman Police HQ Pre Date: Tue 10/6/20	Task		Project Summary		Manual Task		Start-only		Deadline	
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	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

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-  Parcels
-  Proposed Police Station

CITY OF SHERMAN
Proposed Police Station





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 3.

Meeting Date: 11/16/2020

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6672**

Abandoning a Ten Foot (10') Utility Easement located in Block 9 of Mildred Heights Addition, Volume 191, Page 1, Deed Records, Grayson County, Texas, being established in Quit Claim Deed filed of record in Instrument No. 2019-25972, Official Public Records, Grayson County, Texas, and being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes

Issue:

To consider the abandonment of a ten foot (10') Utility Easement located in Block 9 of Mildred Heights Addition, Volume 191, Page 1, Deed Records, Grayson County, Texas

Background:

On October 7, 2019, the City Council approved Ordinance No. 6257, which abandoned the alley in Block 9 of Mildred Heights Addition. A Quit Claim Deed was executed and filed in accordance with Ordinance No. 6257. A utility easement was established in the Quit Claim Deed filed of record in Instrument 2019-25972, which abandoned the alley. A City sewer main was the only utility within this area and has since been removed; therefore, this easement is no longer necessary.

Origination:

Engineering Department

Financial Consideration:

None

Staff Recommendation:

Staff recommends approval of this 10' utility easement abandonment.

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 6672

Release and Abandonment of Easement

Exhibit "A" as noted in both documents

Quitclaim Deed - Inst. No. 2019-25972

Aerial Location Map

RESOLUTION NO. 6672

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A TEN FOOT (10') UTILITY EASEMENT LOCATED IN BLOCK 9 OF MILDRED HEIGHTS ADDITION, VOLUME 191, PAGE 1, DEED RECORDS, GRAYSON COUNTY, TEXAS, BEING ESTABLISHED IN QUIT CLAIM DEED FILED OF RECORD IN INSTRUMENT NO. 2019-25972, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS, AND 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.

WHEREAS, the City Council is of the opinion that the abandoning, vacating and closing of said utility easement as depicted on the attached map is in the public interest and is approved;

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

SECTION 1. That the ten foot (10') utility easement located in Block 9 of Mildred Heights Addition in the City of Sherman, being established in Quit Claim Deed filed of record in Instrument No. 2019-25972, Official Public Records, Grayson County, Texas, and being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes, be and is hereby extinguished, vacated, closed, and permanently abandoned as an easement for public use.

SECTION 2. 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 Release and Abandonment of Easement in the same or substantially same form as the release document attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of _____, 2020.

CITY OF SHERMAN, TEXAS

**BY: _____
DAVID PLYLER, MAYOR**

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
NAME: _____
CITY ATTORNEY

RELEASE AND ABANDONMENT OF EASEMENT

DATE: November 4, 2020

PROPERTY:

BEING A 10-FOOT UTILITY EASEMENT IN BLOCK 9 OF MILDRED HEIGHTS ADDITION, VOLUME 191, PAGE 1, DEED RECORDS, GRAYSON COUNTY, TEXAS, BEING ESTABLISHED IN QUIT CLAIM DEED, FILED OF RECORD IN INSTRUMENT NO. 2019-25972, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

WHEREAS, the above described property is a part of Block 9 of Mildred Heights Addition as filed of record in Volume 191, Page 1, Plat Records, being established in Quit Claim Deed, filed of record in Instrument No. 2019-25972, Official Public Records of Grayson County, Texas, and being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes.

WHEREAS, said property contains a 10-foot Utility Easement being more particularly described in Quit Claim Deed filed of record in Instrument No. 25972, Official Public Records, Grayson County, Texas.

WHEREAS, said Utility Easement has been removed and the City of Sherman no longer deems said 10-Foot Utility Easements as a necessary Easement.

WHEREAS, the City of Sherman, Texas, does hereby abandon, relinquish and vacate its interest in and to the easement described above.

THE CITY OF SHERMAN, TEXAS

By: _____

Title: _____

STATE OF TEXAS }
COUNTY OF GRAYSON }

This instrument was acknowledged before me on the _____ day of November, 2020, by
_____, as _____ of THE CITY OF SHERMAN, TEXAS.

Notary Public – State of Texas

EXHIBIT "A"

JOB NO. 19060417
DFT: CG



SCALE
1" = 60'

LEGEND

--- EASEMENT LINE
--- PROPERTY LINE

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of Block 9 of the Mildred Heights Addition, to the City of Sherman recorded in Volume 191, Page 1, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:
Beginning at a point at the northwest corner of Lot 1 of said Block 9;

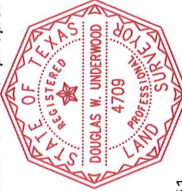
Thence South 15°35'57" East with the east side of the alley a distance of 416.76 feet to a point;

Thence South 74°51'15" West with the south side of the alley a distance of 10.00 feet to a point;

Thence North 15°35'57" West with the west side of the alley a distance of 416.84 feet to a point;

Thence North 75°18'33" East with the north side of the alley a distance of 10.00 feet to the Point of Beginning and containing 0.096 acres of land.

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.



Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 6/17/19



This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. and is not to be reproduced or used in any manner without the express written consent of Underwood Drafting & Surveying, Inc. This survey is the property of Underwood Drafting & Surveying, Inc. and is not to be reproduced or used in any manner without the express written consent of Underwood Drafting & Surveying, Inc.

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DRAFTING & SURVEYING

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



VG-286-2019-25972

Grayson County
Wilma Bush
County Clerk
Sherman, TX 75090

Instrument Number: 2019 - 25972

Real Property Recordings

Recorded On: October 25, 2019 10:37 AM

Number of Pages: 7

Parties: SHERMAN CITY OF

" Examined and Charged as Follows: "

Total Recording: \$36.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

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

File Information:

Document Number: 25972
Receipt Number: 20191025000037
Recorded Date/Time: October 25, 2019 10:37 AM
User: Hailee A
Station: CLERK05

Record and Return To:

CITY OF SHERMAN
PO BOX 1106

SHERMAN TX 75091



STATE OF TEXAS
COUNTY OF GRAYSON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Bush
County Clerk
Grayson County, TX

QUITCLAIM DEED

THE STATE OF TEXAS
COUNTY OF GRAYSON

§
§
§

THIS QUITCLAIM DEED, executed this 7th day of October, 2019, by the CITY OF SHERMAN, a municipal corporation of the State of Texas, hereinafter called "Grantor," acting by and through its duly authorized City Manager, to AUSTIN COLLEGE, hereinafter called "Grantee";

WITNESSETH, that the said Grantor, for good consideration and for the sum of Ten Dollars and No Cents (\$10.00) paid by the said AUSTIN COLLEGE, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Grayson, State of Texas, to wit:

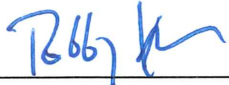
BEING 0.096 acres of land, more or less, out of Block 9 of the Mildred Heights Addition, and being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes.

SAVE AND EXCEPT that any easements are reserved for any and all existing utilities as may be now located in said above described property, with the right of ingress and egress to same to the purpose of operation, maintenance, or removal of such utilities until such shall be abandoned or relocated.

RELEASE. In accepting the quitclaim of this property, Grantee expressly accepts the property in its "as is" condition, with all of its faults and encumbrances, if any. Grantee RELEASES and forever discharges the Grantor, its officers, agents and employees from all rights, claims, demands, or causes of action, at law or in equity, Grantee has, or even can, shall, or may have in the future in connection with this transaction, including hazardous materials or environmental issues in, on or upon the property, if any. Grantee states that he is not relying upon any representations or disclosures by the Grantor and none have been made in connection with this property. This release shall be binding upon Grantee's heirs, assigns and successors in interest.

IN WITNESS WHEREOF, the City of Sherman, Texas, a municipal corporation of Grayson County, Texas, has caused this instrument to be executed by its City Manager, on the this 7th day of October, 2019.

CITY OF SHERMAN

BY: 
ROBBY HEFTON
CITY MANAGER

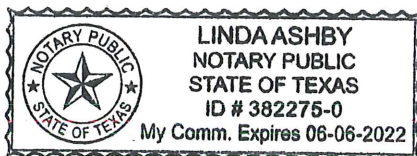
ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF GRAYSON

§
§
§

BEFORE ME, the undersigned authority, in and for the State of Texas, on this day personally appeared Robby Hefton, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Sherman, a municipal corporation of the State of Texas, and that he executed the same as the act of such corporation for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 7th day of October, 2019.



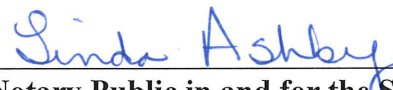

Notary Public in and for the State of Texas
My Commission Expires: 6/6/2022

EXHIBIT "A"

JOB NO. 1906041Z
DPT: CG



SCALE
1" = 60'

LEGEND

--- EASEMENT LINE
--- PROPERTY LINE

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of Block 9 of the Mildred Heights Addition, to the City of Sherman recorded in Volume 191, Page 1, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a point at the northwest corner of Lot 1 of said Block 9;

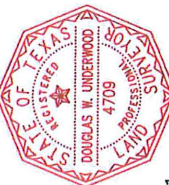
Thence South 15°35'57" East with the east side of the alley a distance of 416.76 feet to a point;

Thence South 74°51'15" West with the south side of the alley a distance of 10.00 feet to a point;

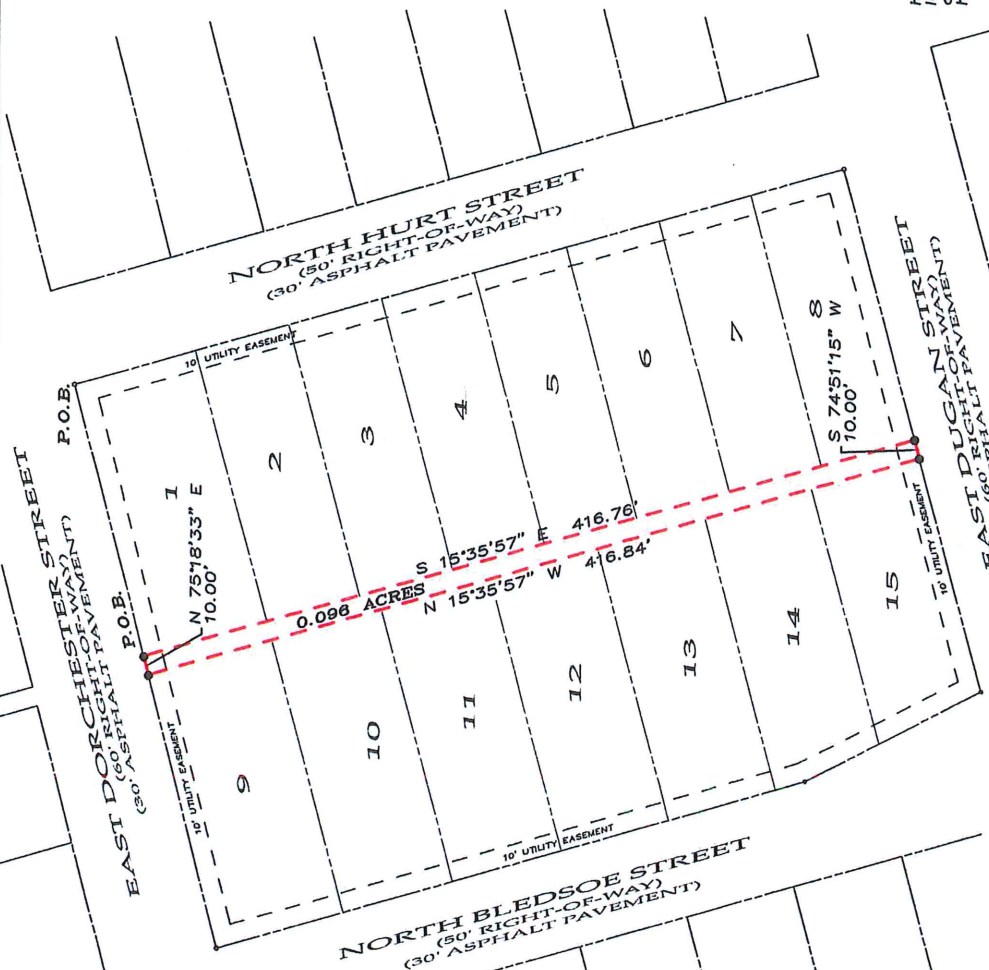
Thence North 15°35'57" West with the west side of the alley a distance of 416.84 feet to a point;

Thence North 75°18'33" East with the north side of the alley a distance of 10.00 feet to the Point of Beginning and containing 0.096 acres of land.

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that this plat herewith is a true, correct and accurate representation of the property legally described hereinabove.



Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 6/17/19



This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. and its employees. It is to be used only for the purpose for which it was prepared and is not to be reproduced or used in whole or in part without the express written permission of Underwood Drafting & Surveying, Inc. This survey is also unpublished work protected under the Copyright Act of 1976. If this work becomes published, the following notice shall apply:
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Underwood Drafting & Surveying, Inc.
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3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151



September 10, 2019

City of Sherman
P.O. Box 1106
Sherman, TX 75091-1106

To whom it may concern:

As the owner of the property (Austin College) 1204 Hurt St., Sherman, TX 75090 we would like to request an abandonment of the alleyway on this site. The college has been approved by the City of Sherman to move forward with a new "flats style" housing project to expand our student housing on campus. The college owns all the contiguous property from Dorchester Street to Dugan Street.

The alleyway runs in the middle, (North to South) of Mildred Heights, Block 9, Lots 1-15.

Attached is a copy of the survey of the area we are requesting for the abandonment. If you have any questions or need further information please feel free to contact me.

Best Regards,

A handwritten signature in black ink that reads 'Heidi B. Ellis'.

Heidi B. Ellis
Vice President for Business Affairs
Austin College

Austin College - Alley Abandon



0 100 200 400 600 800 1 inch = 200 feet Feet

ORDINANCE NO. 6257

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PLATTED ALLEY LOCATED IN BLOCK 9 OF THE MILDRED HEIGHTS ADDITION, VOLUME 191, PAGE 1, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, PROPERTY BEING LOCATED IN THE CITY OF SHERMAN, COUNTY OF GRAYSON, STATE OF TEXAS; 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 the City Manager be and is hereby authorized and directed to close and abandon a platted alley located in Block 9 of the Mildred Heights Addition, Volume 191, Page 1, Deed Records, Grayson County, Texas, and being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes, property being located in the City of Sherman, County of Grayson, State of Texas.

SECTION 2. That it is hereby officially found and determined that the meeting at which this ordinance 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.

INTRODUCED on this the 7th day of October, 2019.

ADOPTED on this the 7th day of October, 2019.

EFFECTIVE DATE on this the 7th day of October, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

BY: DAVID PLYLER
DAVID PLYLER, MAYOR

APPROVED AS TO FORM
AND CONTENT:

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

CERTIFIED COPY- DOCUMENT
THIS IS CERTIFIED TO BE A TRUE COPY
OF THE PERMANENT RECORD AS FILED IN
THE OFFICE OF THE CITY CLERK.

Linda Ashby
CITY CLERK, SHERMAN, TEXAS

Utility Easement Abandon - Mildred Heights



0 100 200 400 600 800 1 inch = 200 feet Feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 4.

Meeting Date: 11/16/2020

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6673**

Authorizing Execution of an Encroachment Easement to Medistar Corporation for the Installation of a Variable Height and Width Retaining Wall by a Maximum of Four Feet (4') within the Platted Public Utility Easements along the North and South Property Lines of the Amended Plat, Lot 2, Block 2, Independence Square Addition, Section Three, as shown in Volume 24, Page 151, Plat Records, Grayson County, Texas, locally known as 2022 North Highway 75 in the City of Sherman, Texas

Issue:

To consider granting an encroachment easement into the Platted Public Utility Easement running along the south side of Lot 2, Block 2 of the Amended Plat of Lot 2, Block 2, Independence Square Addition, Section Three, as shown in Volume 24, Page 151, Plat Records, Grayson County, Texas, locally known as 2022 North Highway 75 in the City of Sherman, Texas

Background:

During the civil review of the Hospital Addition to Red River ER, it was noted that the proposed retaining wall on the south property line of the lot was to be placed within the platted utility easement. The retaining wall cannot be moved out from within the easement as that movement would cause the site to be out of City compliance. The proposed retaining wall encroaches into the platted easement by ten feet (10') as the wall is on the south property line. An Easement Encroachment will be necessary for this property owner to receive a building permit to complete the project.

Origination:

Medistar Corporation, Property Owner

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. 6673

Encroachment Easement

Exhibits "A", "B", "C" and "D"

Plat - Amended Plat Independence Square, Sec. 3

Aerial Location Map

RESOLUTION NO. 6673

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO MEDISTAR CORPORATION FOR THE INSTALLATION OF A VARIABLE HEIGHT AND WIDTH RETAINING WALL BY A MAXIMUM OF FOUR FEET (4') WITHIN THE PLATTED PUBLIC UTILITY EASEMENTS ALONG THE NORTH AND SOUTH PROPERTY LINES OF THE AMENDED PLAT, LOT 2, BLOCK 2, INDEPENDENCE SQUARE ADDITION, SECTION THREE, AS SHOWN IN VOLUME 24, PAGE 151, PLAT RECORDS, GRAYSON COUNTY, TEXAS, LOCALLY KNOWN AS 2022 NORTH HIGHWAY 75 IN THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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 Medistar Corporation for the installation of a variable height and width retaining wall by a maximum of four feet (4') within the platted public Utility Easements along the north and south property lines of the Amended Plat, Lot 2, Block 2, Independence Square Addition, Section Three, Volume, 24, Page 151, PRGCT, in the City of Sherman, as shown on Exhibits "A", "B", "C", and "D" 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 _____, 2020.

CITY OF SHERMAN, TEXAS

BY:

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
NAME: _____
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 TEN DOLLARS AND NO CENTS (\$10.00) and other good and valuable consideration to it, in hand paid, hereby grants to **MEDISTAR CORPORATION**, hereinafter called "GRANTEE," an encroachment easement to install a variable height and width retaining wall within the platted public Utility Easements along the North and South property lines of the Amended Plat, Lot 2, Block 2, Independence Square Addition Section Three, Volume 24, Page 151, PRCGT, as shown on Exhibits "A, B, C, and D" 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 variable height and width retaining wall by a maximum of Four feet (4') within the herein described encroachment area, as shown on the attached exhibit. GRANTEE agrees that all maintenance of the access drive 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 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 twenty foot wide paved access drive 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 _____, 2020.

CITY:

CITY OF SHERMAN, a Texas home-rule
municipal corporation

BY: _____

Robby Hefton,
City Manager

APPROVED AS TO FORM AND

CONTENT:

THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____

NAME: _____

CITY ATTORNEY

Attest: _____

Linda Ashby,
City Clerk

STATE OF TEXAS §

§

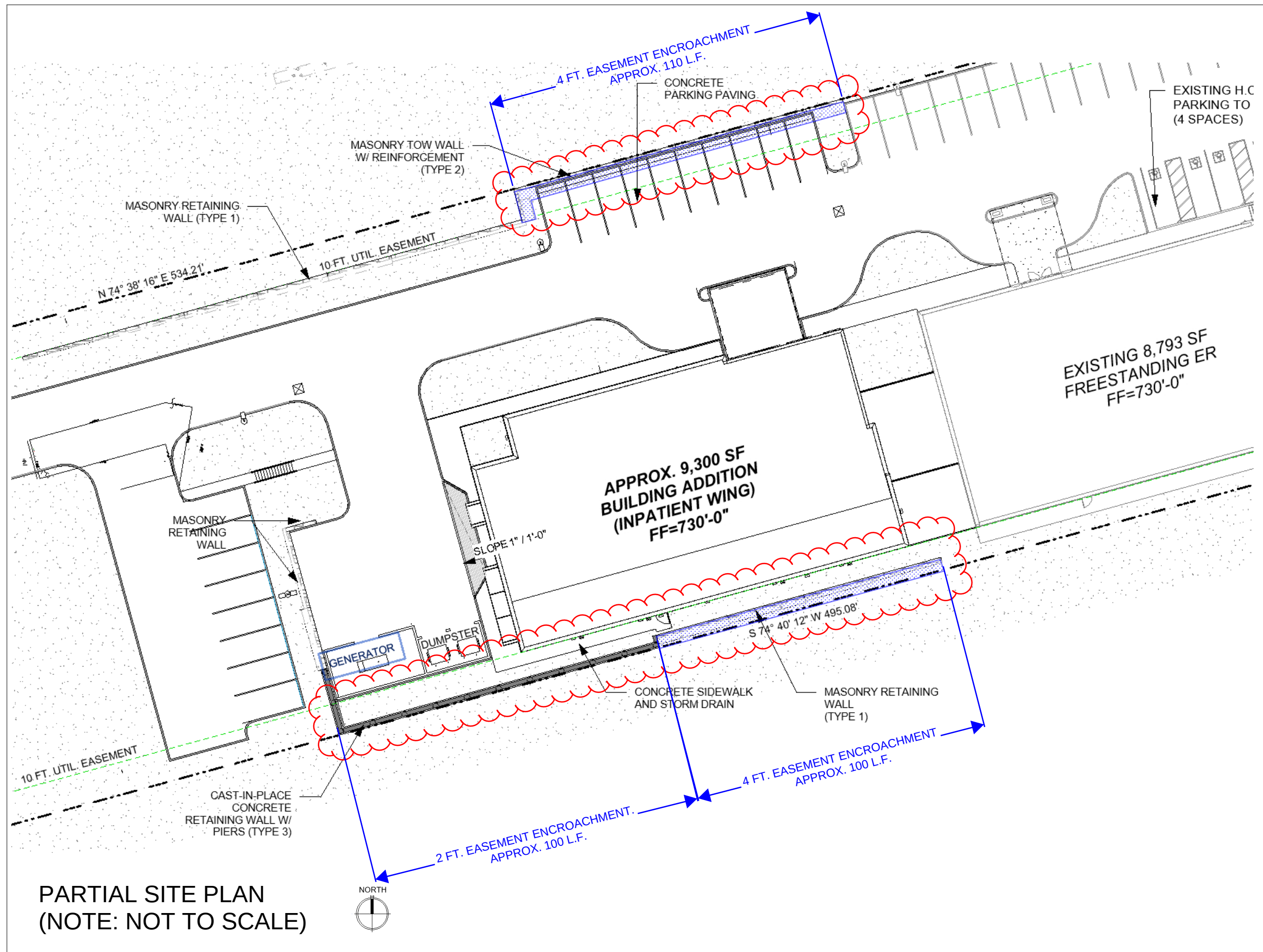
COUNTY OF GRAYSON §

THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on
_____, 2020, 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: _____



KAIM
associates, inc.
architecture

24080 Hwy 59 N Suite 175
Kingwood, TX 77339
Tel.: 281/358-0964
www.Kaim-Inc.com

Medistar/Nutex
**Sherman Inpatient Wing
Addition**
Sherman, TX

KAI Project No.: 3825.00

Drawn By: Author

10/12/2020 10:20:06 AM

10/12/20

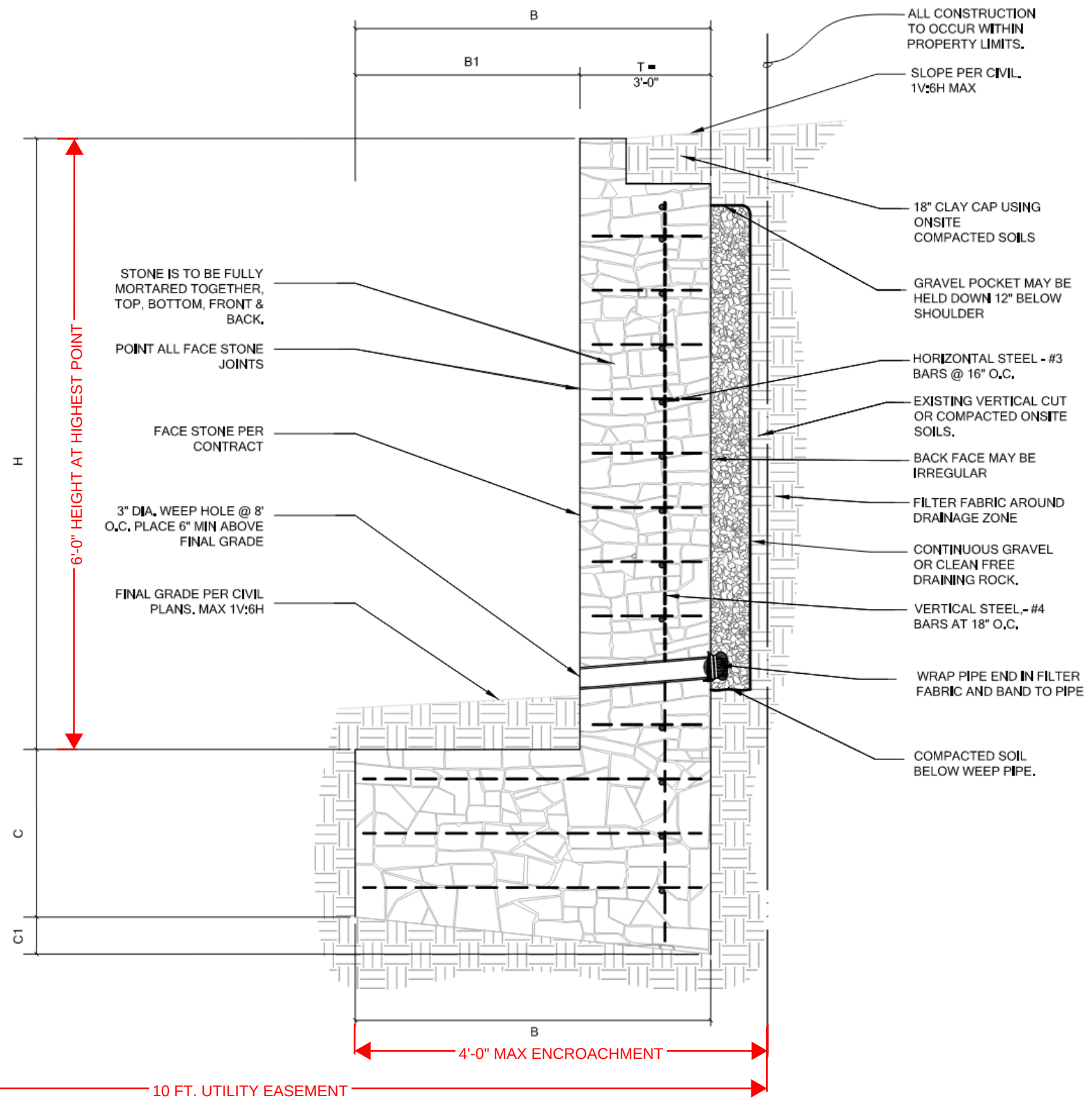
Sheet Name:

EXHIBIT 'A'

Scale:

EX-A

SECTION - TYPE 2 WALL
(NOTE: NOT TO SCALE)



KAIM
associates, inc.
architecture

24080 Hwy 59 N Suite 175
Kingwood, TX 77339
Tel.: 281/358-0964
www.Kaim-Inc.com

Medistar/Nutex

Sherman Inpatient Wing
Addition

Sherman, TX

KAI Project No.: 3825.00

Drawn By: Author

10/12/2020 10:34:27 AM

10/12/20

Sheet Name:

EXHIBIT 'B'

Scale:

EX-B

A diagram illustrating a utility easement and an encroachment. A horizontal line represents the boundary. A double-headed arrow below the line is labeled "10 FT. UTILITY EASEMENT". To the right of this arrow, the word "ENCROACHMENT" is written in red capital letters.



24080 Hwy 59 N Suite 175	
Kingwood, TX 77339	
Tel.: 281/358-0964	
www.Kaim-Inc.com	

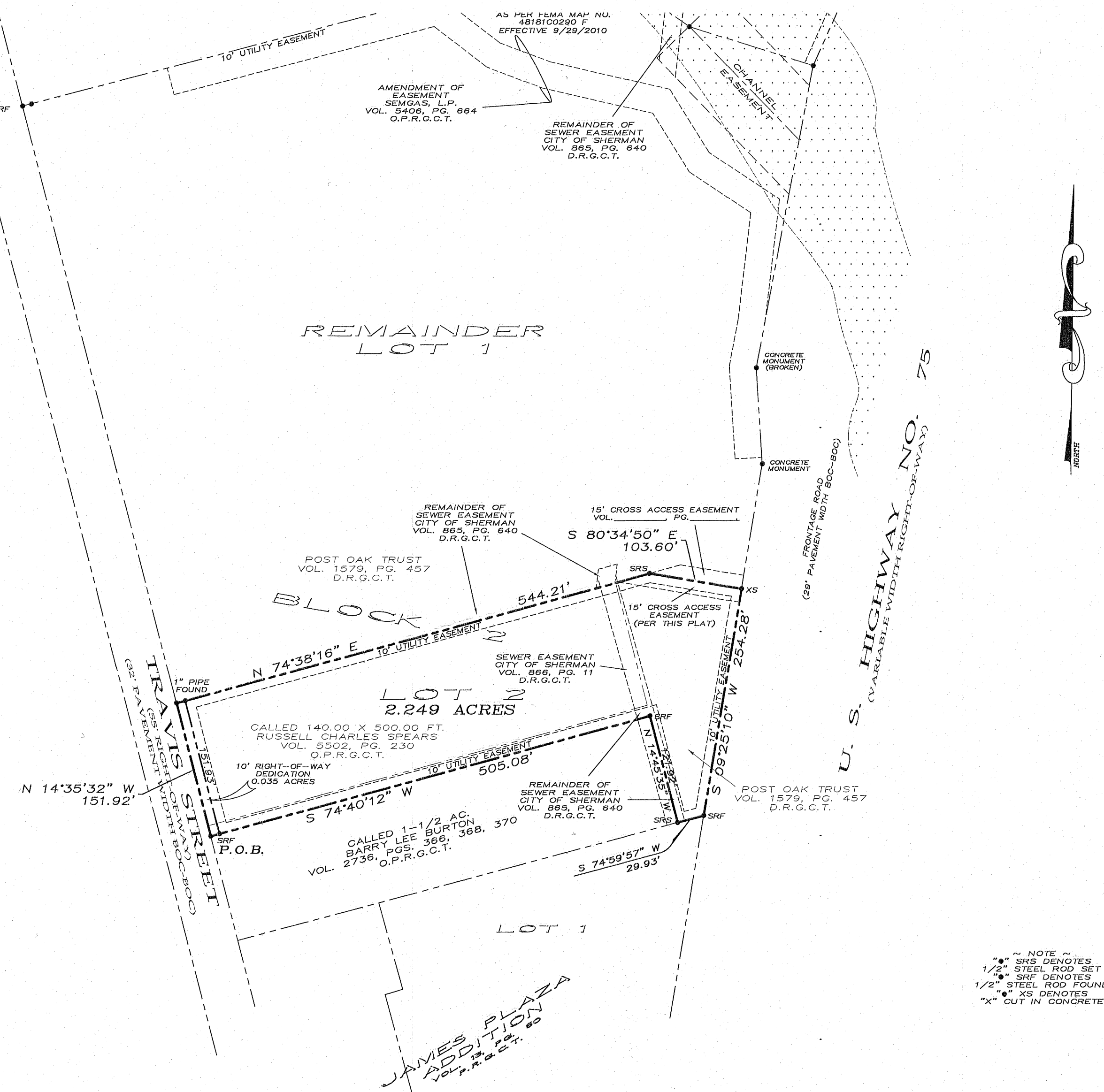
KAI Project No.: 3825.00

10/12/2020 12:26:54 PM

Sheet Name:

Scale:

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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 ~

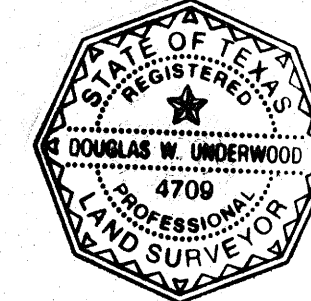
The dedicated ROW as shown on the Plat is separate from Lot 2, Block 2. But the legal description as shown above is inclusive of the dedicated ROW.

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.

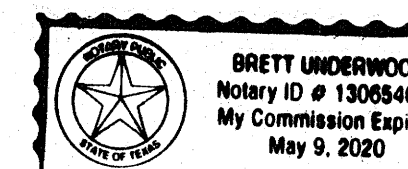
Russell Spears
RUSSELL CHARLES SPEARS, INDIVIDUALLY,
& AS TRUSTEE OF POST OAK TRUST

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
Chairman
Jett Shaddan
Secretary

Accepted by the City Council of the City of Sherman

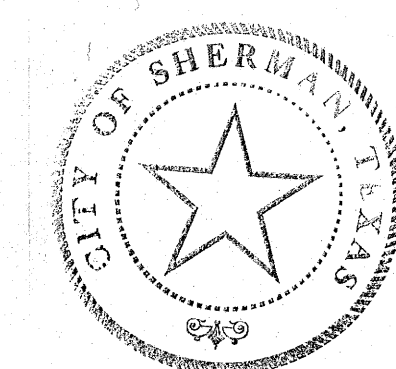
Mayor, City of Sherman, Texas

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

2022 North Highway 75



0 100 200 400 600 800 1 inch = 200 feet Feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 5.

Meeting Date: 11/16/2020

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6674**

Awarding a Bid to and Authorizing Execution of a Contract with Shipman Communications, Inc. for Two-Way Radio and Early Warning Siren Maintenance

Issue:

To consider awarding a bid for the City's annual maintenance of two-way radios and early warning siren system

Background:

A request to advertise for public bids was approved by the City Council at its meeting on September 21, 2020. The Invitation to Bid was publicly advertised; and two vendors submitted bids on October 13, 2020. Of the submitted bids, one was rejected as unresponsive, resulting in one responsive bid belonging to Shipman Communications, Inc. of Denison, Texas.

Origination:

Equipment Maintenance Services Department

Financial Consideration:

The bid submitted by Shipman Communications, Inc. includes annual maintenance costs of \$33,600.00 plus parts. Funds have been budgeted to cover the contract amount.

Staff Recommendation:

Staff recommends that the City Council award the annual contract to Shipman Communications, Inc. of Denison, Texas.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6674

City of Sherman Standard Contract

Bid Tabulation

RESOLUTION NO. 6674

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SHIPMAN COMMUNICATIONS, INC. FOR TWO-WAY RADIO AND EARLY WARNING SIREN MAINTENANCE; 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 Shipman Communications, Inc. of Denison, Texas, is hereby awarded the bid for two-way radio and early warning siren maintenance in the amount of Thirty-Three Thousand Six Hundred Dollars and Zero cents (\$33,600.00), plus parts and repairs; and 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 contract with Shipman Communications, Inc. for two-way radio and early warning siren maintenance, in accordance with all contract documents 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 2020-2021 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 _____, 2020.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
NAME: _____
CITY ATTORNEY



**CITY OF SHERMAN
STANDARD CONTRACT**

This Agreement is made by and between the City of Sherman, Texas, a home-rule municipality, hereinafter referred to as "Buyer", and the hereinafter named SELLER, referred to as the "Seller," for the sale of goods, materials and items specified hereinafter, and the Buyer and Seller hereby agree as follows:

Seller:

Sherman Communications Inc
Name

1815 West Morton
Address

Denison, TX. 75020
City, State, Zip

903-465-8297 or 903-815-0064
Telephone

Wshort@shermancommunications.com
Email

DESCRIPTION OF GOODS

This Contract is for the purchase by the City of Sherman, Texas, of the goods, materials and items described hereinafter as the "goods" or the subject of this Contract, and such parts, attachments, accessories, devices, and apparatus as may be considered an integral part of the Goods or necessary for the proper use or application of the Goods, whether or not specified herein. The Goods are more specifically described as follows:

Two-Way Radio & Early Warning Siren
maintenance with parts as needed.

[CHECK ONE:]

_____ This contract is a "fixed price – fixed quantity" Contract for the purchase of the specified quantity at the specified price. The full quantity of the Goods shall be delivered to and received at the designated point or points of delivery no later than the date specified herein below. This date is a material term and condition of the Contract and, in connection with the delivery date, time is and shall be of the essence.

Date of Delivery

OR

 X This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer's order. The delivery date(s) shall be set forth in Buyer's order. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer. Upon the conclusion of the duration of this Contract, Buyer may renew this agreement for two additional one (1) year periods upon sending written notice of intent thereof within forty-five (45) days prior to the expiration of the last day of the term of this Contract.

DURATION: From November 2, 2020 to November 1, 2021

PAYMENT TERMS

The purchase price of the Goods shall be that contained in the Seller's bid and specifically accepted in writing by Buyer. Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, and shall be itemized. A copy of the packing slip should be attached to the invoice. Email invoices are preferred; email all invoices to tonim@ci.sherman.tx.us, with a cc for Public Works to kimh@ci.sherman.tx.us, for Fire/Emergency Services to dannyj@ci.sherman.tx.us, and for Police to zacharyf@ci.sherman.tx.us. Invoices may also be mailed to the City of Sherman, Finance Department, PO Box 1106, Sherman, TX 75091-1106. Payment shall not be due until the above instruments are submitted, until the Goods have been received by Buyer, and until Buyer has had sufficient opportunity to inspect and exercise its right to accept or reject. Seller shall keep the Finance Department advised of any changes in their remittance addressees. In no event shall Buyer be responsible for interest of any kind on any funds due to Seller, and no term or provision contained in any Seller's invoice shall in any way modify, vary or alter the provisions hereof. Buyer's obligation is payable solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void and to the extent funds are not available, any delivered but unpaid for goods will be returned to Seller by Buyer.

CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into between the parties hereto in accordance with and subject to the following additional terms and conditions:

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; Seller shall pay for the transportation costs.
5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "no arrival, no sale."
7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.
9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Sherman with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision,

Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.

10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

11. **WARRANTY – PRICE:** The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12. **WARRANTY-PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller warrants that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

13. **SAFETY WARRANTY:** Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.

14. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such claim, and in no event shall Buyer be liable to Seller in the event that Seller issued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or

Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

15. **CANCELLATION:** Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those Goods retained by Buyer.

16. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by exceeding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

17. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

18. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.

19. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
21. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
22. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
23. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
24. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.
25. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.

INDEMNITY AND DISCLAIMER: BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR

PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF SHERMAN A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF SHERMAN AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

26. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Grayson County, Texas.
27. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.
28. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.
29. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXECUTED this 17 day of October, 2020.

SELLER:

Wesley Short
(Signature)

Wesley Short - President
(Type/Print Name and Title/Position)

1815 West Morton
(Address)

Devision, TX. 75070
(City, State, Zip)

CITY OF SHERMAN:

By: _____
Robby Hefton,
City Manager
220 W. Mulberry
Sherman, TX 75090

ATTEST:

By: _____
Linda Ashby,
City Clerk

APPROVED:

By: _____
Brandon Shelby
City Attorney

CITY OF SHERMAN
BID TABULATION
CITY OF SHERMAN - Two Way Radio & Early Warning Siren Maintenance ITB
BID OPENING Tuesday, October 13, 2020; 2:00 PM

Section A: Two Way Radio

Vendor	Description	Installation (\$)	Removal (\$)
Houston Communications	Under-dash	95.00	25.00
Shipman Communications	Under-dash	95.00	25.00
Houston Communications	Two-piece trunk/under-dash	135.00	45.00
Shipman Communications	Two-piece trunk/under-dash	145.00	45.00
Houston Communications	Police Vehicle — Complete Change Out (NEW)	375.00	N/A
Shipman Communications	Police Vehicle – Complete Change Out (NEW)	985.00	N/A
Houston Communications	Police Vehicle — Complete Change Out (TRANSFER)	375.00	125.00
Shipman Communications	Police Vehicle – Complete Change Out (TRANSFER)	985.00	225.00
Houston Communications	Fire Vehicle — Complete Change Out (NEW)	500.00	N/A
Shipman Communications	Fire Vehicle – Complete Change Out (NEW)	850.00	N/A
Houston Communications	Fire Vehicle — Complete Change Out (TRANSFER)	500.00	125.00
Shipman Communications	Fire Vehicle – Complete Change Out (TRANSFER)	850.00	185.00
Houston Communications	Public Works Vehicle — Complete Change Out (NEW)	135.00	25.00
Shipman Communications	Public Works Vehicle – Complete Change Out (NEW)	395.00	N/A
Houston Communications	Public Works Vehicle — Complete Change Out (TRANSFER)	135.00	25.00
Shipman Communications	Public Works Vehicle – Complete Change Out (TRANSFER)	395.00	95.00

Vendor	Monthly Maintenance/Repairs Set Charge (\$)	Hourly Set Rate (\$)	Mark Up for Parts (%)
Houston Communications	2,300.00	\$65.00 per hour	25%
Shipman Communications	2,400.00	\$65.00 per hour	25%

Section B: Ancillary Equipment

Vendor	Hourly Set Rate (\$)	Mark Up for Parts (%)
Houston Communications	No-Bid	25%
Shipman Communications	\$65.00 per hour	25%

Section C: Early Warning Siren

Vendor	Monthly Maintenance/Repairs Set Charge (\$)	Hourly Set Rate (\$)	Mark Up for Parts (%)
Houston Communications	380.00	\$65.00 per hour	25%
Shipman Communications	400.00	\$65.00 per hour	25%



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H. 1.

Meeting Date: 11/16/2020

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Wastewater Treatment Plant Aeration and Secondary Treatment Improvements Project

Issue:

Requesting permission to advertise for bids the construction of the Wastewater Treatment Plant Aeration and Secondary Treatment Improvements Project

Background:

The current Capital Improvements Program contains a project to upgrade the aeration portion of the Wastewater Treatment Plant. Replacement of blower equipment and aeration basin piping and secondary clarifier improvements are included in the project.

Origination:

Engineering Department

Financial Consideration:

This project estimate of probable cost is approximately \$6 million. This project is funded through the Greater Texoma Utility Authority (GTUA) \$13.59M Clean Water SRF, made available by the Texas Water Development Board.

Staff Recommendation:

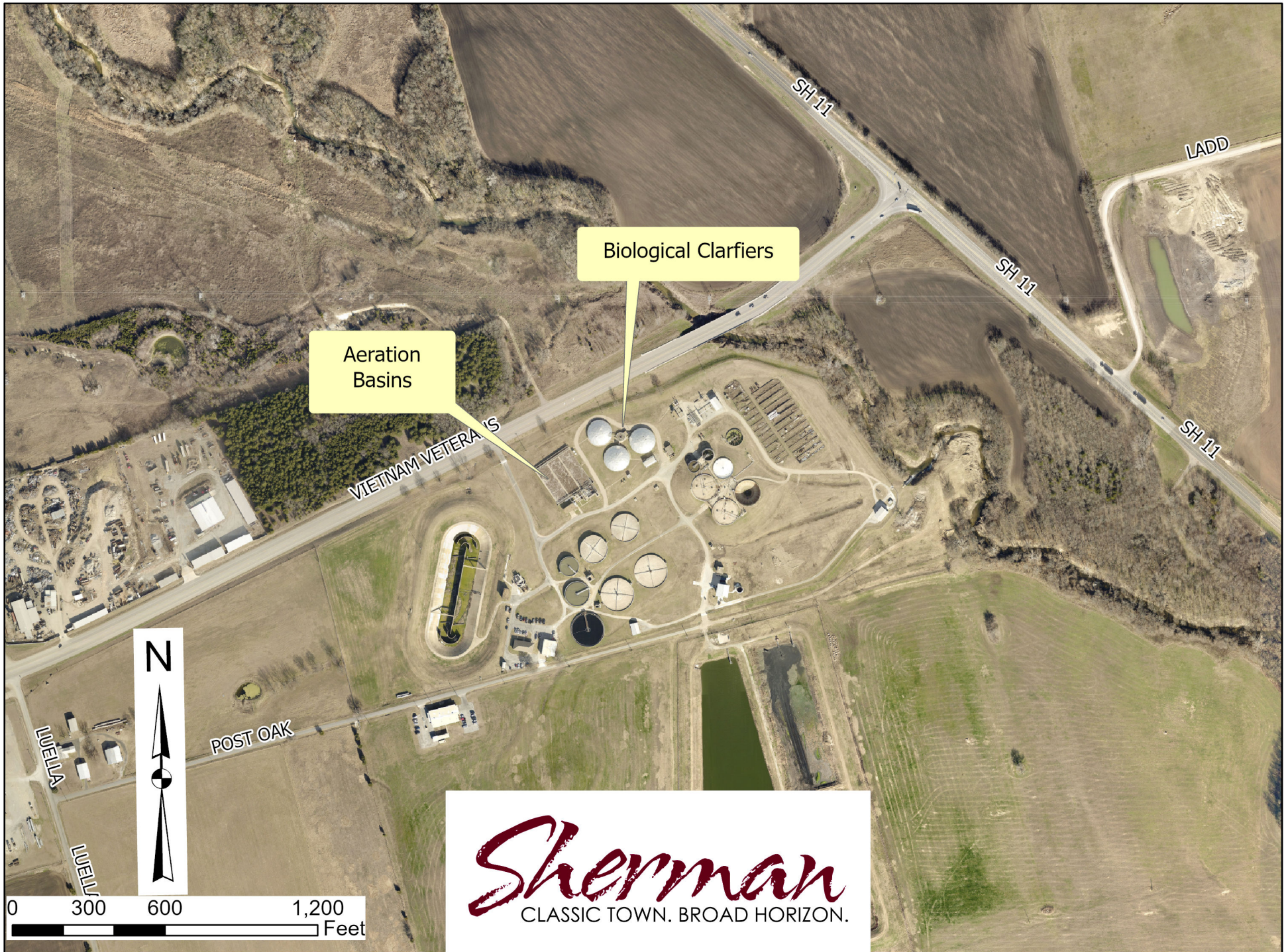
It is recommended that the City Council authorize the engineer to advertise the project for bid.

Alternatives:

As may be directed by the City Council

Attachments

Aerial Location Map



Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 1.

Meeting Date: 11/16/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for Adoption of Approximately 46.339 acres located West of F. M. 1417, South of O. B. Groner Road and East of Rolling Hill Drive, adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

Issue:

To consider approval of the schedule for annexation of approximately 46.339 acres of land situated west of F. M. 1417, south of O. B. Groner Road and east of Rolling Hill Drive, adjacent to the Sherman City Limits, and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

The property owner, A.R.C. STX Holdings, L.L.C., has requested annexation into the city limits of approximately 46.339 acres located west of F. M. 1417, south of O. B. Groner Road and east of Rolling Hill Drive, adjacent to the Sherman City Limits and in the City's ETJ.

The Texas Local Government Code, Section 43.0673 provides the following:

- (a) The governing body of the municipality that elects to annex an area under this subchapter must first negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area.
- (b) The agreement must include:
 - (1) a list of each service the municipality will provide on the effective date of the annexation; and
 - (2) a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation.
- (c) The municipality is not required to provide a service that is not included in the agreement.

City staff recommends the public hearing on its intent to annex be held at the December 7th regular meeting and that action on the Annexation Ordinance be taken at the same meeting.

Origination:

Letter requesting annexation by A.R.C. STX Holdings, L.L.C., subject Property Owner / Developer

Financial Consideration:

City accepts maintenance. A cost benefit analysis will be prepared prior to final action on this item.

Staff Recommendation:

City Staff recommends that the public hearing on the intent to annex be held at the December 7th regular meeting and that action on the Annexation Ordinance be taken at the same meeting.

Alternatives:

None proposed

Attachments

Annexation Scheduling Plan - Sherman Heights

Request for Annexation

Annexation Service Plan Agreement

Exhibit A - Legal Description and Drawing

Aerial Location Map

ANNEXATION SCHEDULING PLAN

**Annexation of approximately 46.339 acres of land adjacent to the city limits,
located West of F. M. 1417, South of O. B. Groner Road, and East of Rolling Hill Drive,
being more specifically described as:
SHERMAN HEIGHTS**

- Monday, November 16, 2020.....City Council sets public hearing date and accepts annexation application.
- Monday, November 23, 2020.....Send written notice via certified mail, RRR, to property owner(s) in area to be annexed, public or private entities that provide services in the area and any railroads that have ROW in the area to be annexed. Send written notice via certified mail, RRR, to each public school district in the area to be annexed. Such notices must contain the details described in Section 43.0561 of the Local Government Code. Provide draft of proposed annexation service plan agreement in accordance with Section 43.0672 of the Local Government Code.
- Tuesday, November 24, 2020.....Publish notice of public hearing in the City's official newspaper. Obtain required affidavit of publication from newspaper. Post notice of public hearing on City's website and keep posting up until the date of the hearing.
- Thursday, December 3, 2020.....Post notice of public hearing as required by Open Meetings Act.
- Monday, December 7, 2020.....Hold public hearing. (Regular Council Meeting)
- Monday, December 7, 2020.....Adopt ordinance. (Regular Council Meeting)

ARC STX HOLDINGS, LLC
P.O. Box 451714
Laredo, Texas 78045

October 12, 2020

Ms. Amber Doan
Engineering Coordinator
City of Sherman
220 W. Mulberry Street
Sherman, Texas 75090

Dear Ms. Dorn:

My name is Cristina Gonzalez and I am the Manager Partner and one of the owners of ARC STX Holdings, LLC. ("ARC"). ARC owns 70 acres at the northwest corner of FM 1417 and O.B. Groner in Sherman, Texas (see attached survey). A portion of ARC's property is already annexed in the City of Sherman.

ARC is requesting the remaining property to be annexed into the City so ARC can have City services for future development.

Thank you and below are the signatures of all the owners of ARC STX Holdings, LLC.

ARC STX HOLDINGS, LLC


Cristina Gonzalez, Managing Partner, Owner

Date:

Oct 13, 2020



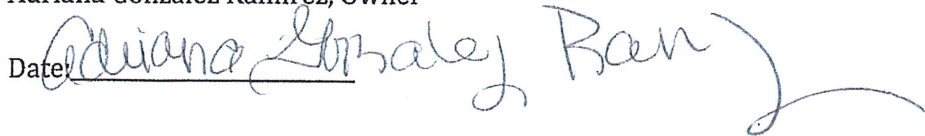
Veronica Gonzalez, Owner

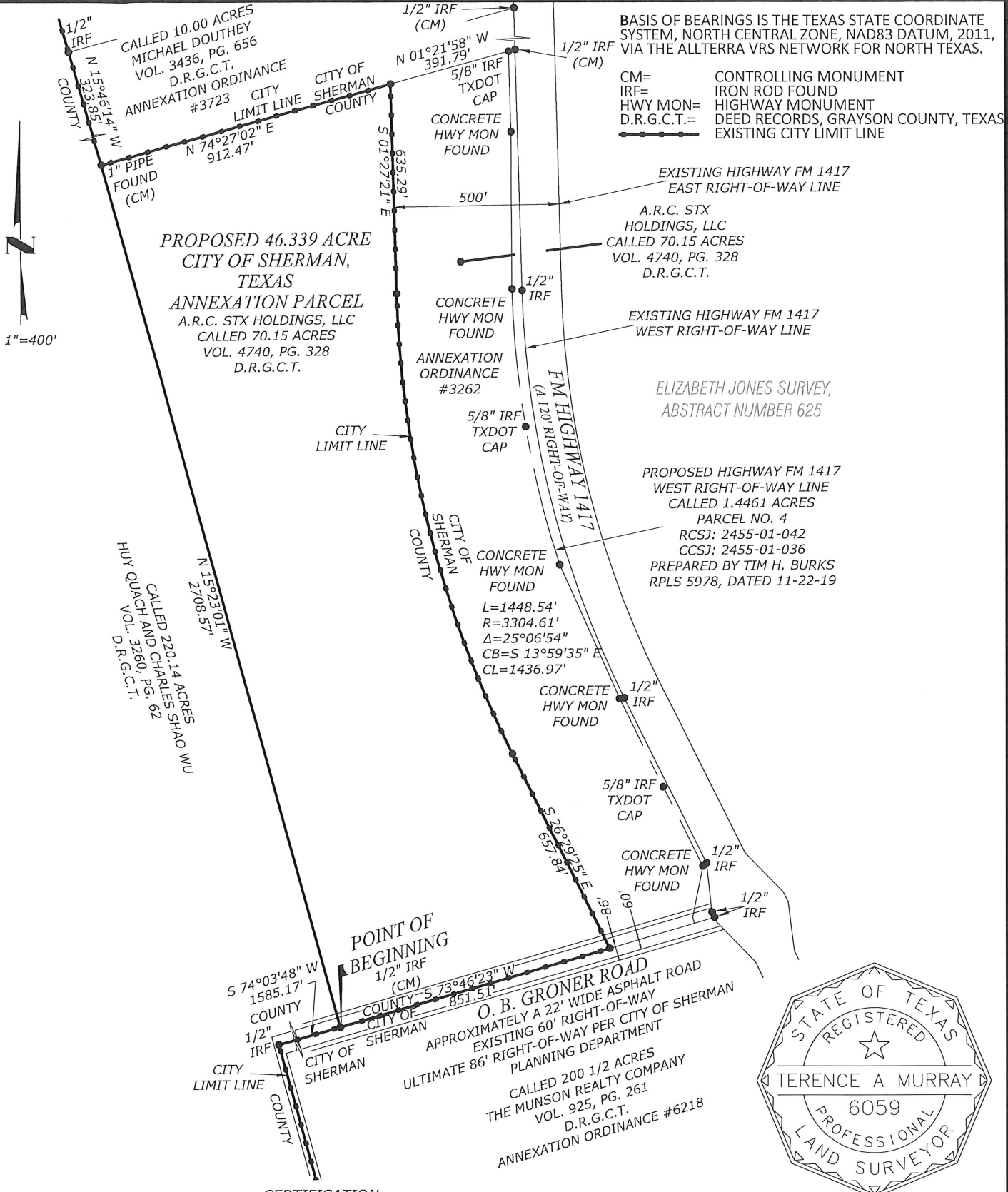
Date:

10.13.2020

10-13-2020
Adriana Gonzalez Ramirez, Owner

Date:





CERTIFICATION

I, TERENCE A. MURRAY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON DOES ACCURATELY REPRESENT THE PROPERTY AS DETERMINED BY AN ON THE GROUND SURVEY, MADE UNDER MY DIRECTION AND SUPERVISION IN SEPTEMBER, 2020, AND THAT ALL CORNERS ARE AS SHOWN.

Terence A. Murray
 TERENCE A. MURRAY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NUMBER 6059
 DATED :10-15-2020



CITY OF SHERMAN, TEXAS
 ANNEXATION EXHIBIT
 BEING A
46.339 ACRE TRACT
 SITUATED IN
 THE ELIZABETH JONES SURVEY,
 ABSTRACT NUMBER 625,
 GRAYSON COUNTY, TEXAS

PIERCE-MURRAY
LAND SOLUTIONS
 Engineering & Surveying

PIERCE-MURRAY LAND SOLUTIONS
 800 TALLYHO CIRCLE
 TYLER, TEXAS 75703
 (817) 239-5646
 (903) 539-2256
 TBPELS FIRM REGISTRATION NO. 10194437

46.339 ACRE CITY OF SHERMAN, TEXAS ANNEXATION PARCEL

PROPERTY DESCRIPTION

BEING a tract of land situated in the Elizabeth Jones Survey, Abstract Number 625, Grayson County, Texas and being a portion of that certain called 70.15 acre tract of land described in deed to A. R. C. STX HOLDINGS, L.L.C., as recorded in Volume 4740, Page 328, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron found in the approximate centerline of OB Groner Road (an existing 60' Right-of-Way), said iron rod being the southwest corner of said called 70.15 acre tract and also being the southeast corner of that certain called 220.14 acre tract of land described in deed to Huy Quach and Charles Shao Wu, as recorded in Volume 3260, Page 62, Real Property Records, Grayson County, Texas, and from which a 1/2 inch iron rod found for an angle point in the south line of said called 220.14 acre tract bears S 74°03'48"W, 1585.17 feet, said point of Beginning also being also being in the north property line of that certain called 200.5 acre tract of land described in deed to The Munson Realty Company, as recorded in Volume 925, Page 261, Real Property Records, Grayson County, Texas and in the existing City of Sherman, City Limit line per City Ordinance Number 6218;

THENCE N 15°23'01"W, a distance of 2708.57 feet departing said City Limit line and along the common line of the west property line of said called 70.15 acre tract and the east line of said called 220.14 acre tract to a 1 inch pipe found, said pipe being the northwest corner of the herein described tract and the southwest corner of that certain called 10.00 acre tract of land described in deed to Michael Douthey, as recorded in Volume 3436, Page 656, Real Property Records, Grayson County, Texas and from which a 1/2 inch iron rod found for the northwest corner of said called 10.00 acre tract bears N 15°46'4"W, 323.85 feet, and said pipe also being at an angle point in the existing City Limit line per City Ordinance Number 3723 ;

THENCE N 74°27'02"E, a distance of 912.47 feet with said existing City Limit line and along the common line of the north property line of the herein described tract and the south property line of said called 10.00 acre tract to a point, being in the west line of City Ordinance Number 3262 and being approximately 500 feet westerly of the easterly Right-of-Way line of FM Highway 1417 (an existing 120' Right-of-Way);

THENCE S 01°27'21"E, a distance of 635.29 feet continuing along said existing City Limit line and 500 feet westerly of said existing easterly Right-of-Way line to the beginning of a curve to the left

THENCE continuing along said existing City Limit line and continuing to be 500 feet westerly of said existing easterly Right-of-Way line and with said curve, an arc distance of 1448.54 feet, through a central angle of 25°06'54", having a radius of 3304.61 feet, and a long chord of which bears S 13°59'35"E, 1436.97 feet;

THENCE S 26°29'25"E, a distance of 657.84 feet continuing along said existing City Limit line and continuing to be 500 feet westerly of said existing easterly Right-of-Way line to a point in the approximate centerline of said O. B. Groner Road, being the common line of the southerly line of said called 70.15 acre tract and the northerly line of the aforementioned called 200.5 acre Munson Realty Company tract and returning to the north line of the aforementioned City Ordinance Number 6218;

THENCE S 73°46'23"W, a distance of 851.51 feet continuing along said existing City Limit line and with the north line of said City Ordinance Number 6218 and with said approximate centerline of O. B. Groner Road and along said common line returning to the Point of Beginning and containing 2,018,5096 square feet or 46.339 acres of land, more or less.

ANNEXATION SERVICE PLAN AGREEMENT

This SERVICE PLAN AGREEMENT (“Agreement”) is made and entered into by and among the CITY OF SHERMAN, TEXAS, a home-rule municipality (“Sherman”), and A.R.C. STX HOLDINGS, L.L.C., a Domestic Limited Liability Company (“Landowner” or “Developer”). Sherman and Landowner or Developer are each referred to herein as a “party” or collectively as the “parties.”

WHEREAS, Landowner is the sole owner of that certain tract of land consisting of 50.0± acres, situated in the Elizabeth Jones Survey, Abstract No. 625, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the “Property” or “Annexed Area”); and

WHEREAS, Landowner submitted to Sherman a voluntary request for annexation of the Property into the corporate limits of Sherman pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code; and

WHEREAS, Landowner acknowledges and agrees that in submitting the voluntary request for annexation of the Property, Landowner has fully investigated and is aware of the rights, duties and obligations that will apply to Landowner and its successors and assigns, as owner of the Property, in the event that the Sherman City Council adopts an ordinance annexing the Property into the corporate limits of Sherman (the “Annexation Ordinance”); and

WHEREAS, Landowner acknowledges and agrees that Sherman has complied or will comply with all requirements for the consideration of Landowner’ request for annexation of the Property pursuant to Chapter 43 of the Texas Local Government Code, including holding a public hearing and providing the required public notices regarding the requested annexation; and

WHEREAS, Landowner acknowledges and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code to memorialize their agreement regarding the services Sherman will provide to the Property provided that the Sherman City Council adopts the Annexation Ordinance; and

WHEREAS, Landowner acknowledges and agrees that this Agreement fully complies with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, Sherman has investigated and determined that it would be advantageous and beneficial to Sherman and its citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Sherman and Landowner agree as follows:

1. **Incorporation of Recitals.** The representations, covenants and recitations set forth in the forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Sherman and Landowner.
2. **Land Subject to Agreement.** The land that is subject to this Agreement is the Property. Landowner represents that he is the sole owner of the Property.
3. **Agreement Conditioned on Annexation.** This Agreement and the rights, duties and obligations herein are subject to and conditioned on the Sherman City Council adopting the Annexation Ordinance within ninety (90) days after the Effective Date (hereinafter defined) of this Agreement. In the event that the Sherman City Council does not adopt the Annexation Ordinance within ninety (90) days after the Effective Date of this Agreement, this Agreement shall not be effective and neither party shall have any rights, duties or obligations of any kind under this Agreement. In the event Landowner argues or claims that a term, condition or provision of this Agreement or the Annexation Ordinance is invalid, illegal, void, unenforceable or unlawful, then Sherman has the option to terminate this Agreement, effective immediately.
4. **Agreed Service Plan.** Subject to the terms and conditions of this Agreement, the parties agree that Sherman shall furnish or provide for the following municipal services to the Property after annexation at the following levels and in accordance with the following schedule:
 - (a) Police Services.
 - (i) Patrolling, responses to calls and other routine police services, within the limits of existing personnel and equipment and in a manner consistent with the methods of Sherman, will be provided in the Annexed Area on the effective date of the Annexation Ordinance.
 - (ii) Upon ultimate development of the Annexed Area, the same level of police services will be provided to the Annexed Area as are furnished throughout Sherman at that time.
 - (b) Fire Services.
 - (i) Fire protection and emergency ambulance services and equipment, within the limits of existing personnel and equipment and the limits of available water and distances from existing fire stations and in a manner consistent with the methods of Sherman, will be provided to the Annexed Area upon the effective date of the Annexation Ordinance.
 - (ii) Upon ultimate development of the Annexed Area, the same level of fire and emergency ambulance services will be provided to the Annexed Area as are furnished throughout Sherman at that time.

- (c) Environmental Health and Code Enforcement Services.
 - (i) Enforcement of Sherman's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the Annexed Area within sixty (60) days of the effective date of the Annexation Ordinance. Sherman's environmental health ordinances and regulations will be enforced through the use of existing personnel.
 - (ii) As development and construction commence in the Annexed Area, sufficient personnel will be provided to furnish the Annexed Area with the same level of environmental health and code enforcement services as are furnished throughout Sherman at that time.
- (d) Building Inspections.
 - (i) Inspection services, including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with Sherman's codes, regulations and ordinances will be provided within sixty (60) days of the effective date of the Annexation Ordinance. Existing personnel will be used to provide such services.
 - (ii) All inspection services furnished by Sherman but not mentioned above will be provided to the Annexed Area beginning within sixty (60) days of the effective date of the Annexation Ordinance.
- (e) Planning and Zoning Services.
 - (i) The planning and zoning jurisdiction of Sherman will extend to the Annexed Area upon the effective date of the Annexation Ordinance. Sherman city planning will thereafter encompass the Annexed Area, and it shall be entitled to consideration for zoning in accordance with Sherman's Zoning Ordinance and Comprehensive Plan.
 - (ii) Sherman's zoning, subdivision, sign and other ordinances shall be enforced in the Annexed Area beginning on the effective date of the Annexation Ordinance.
- (f) Park and Recreation Services.
 - (i) Inhabitants of the Annexed Area may utilize all existing park and recreational services, facilities and sites throughout Sherman beginning on the effective date of the Annexation Ordinance.

- (ii) Additional facilities and sites to serve the Annexed Area will be acquired, developed and maintained at locations and times provided by applicable plans, policies, programs and decisions of Sherman. The Annexed Area will be included in all future plans for providing parks and recreation services to Sherman.
 - (iii) Existing parks, playgrounds, swimming pools and other recreational facilities within the Annexed Area shall, upon dedication to and acceptance by Sherman, be maintained and operated by Sherman, but not otherwise.
- (g) Solid Waste Collection Services.
 - (i) Solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's existing policies, beginning on the effective date of the Annexation Ordinance.
 - (ii) As development and construction commence in the Annexed Area and population density increases in the Annexed Area, solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's policies regarding frequency, changes and the like as are existing at that time.
- (h) Streets.
 - (i) Sherman's existing policies with regard to street maintenance, applicable throughout Sherman, shall apply to the Annexed Area beginning on the effective date of the Annexation Ordinance. Unless a street within the Annexed Area has been constructed or is improved to Sherman's standards and specifications, such street will not be maintained by Sherman. Notwithstanding anything to the contrary herein, private streets within the Annexed Area shall remain private streets after annexation and Sherman and the Landowner agree that Sherman shall have no obligation to maintain, repair or improve the private streets or to pay the costs thereof.
 - (ii) As development, improvement or construction of streets to Sherman's standards commences within the Annexed Area, the policies of Sherman with regard to participation in the costs thereof, acceptance upon completion thereof and maintenance after completion thereof shall apply as such policies exist at that time.
 - (iii) The same level of maintenance shall be provided to streets within the Annexed Area that are accepted by Sherman as is provided to streets throughout Sherman.
 - (iv) Street lighting installed on streets improved to Sherman's standards and specifications shall be maintained by the appropriate franchise holder in accordance with existing Sherman policies.

(i) Water Services.

- (i) Connection to existing Sherman water mains for water service for domestic, commercial and industrial use within the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection to existing mains, water will be provided at rates established by Sherman ordinances for such service throughout Sherman.
- (ii) As development and construction commence on the Annexed Area, Sherman water mains will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.
- (iii) Water mains installed or improved to Sherman's standards which are within the Annexed Area and are within dedicated easements shall be maintained by Sherman beginning on the effective date of the Annexation Ordinance.
- (iv) Private water lines within the Annexed Area shall be maintained by their respective owners in accordance with existing policies applicable throughout Sherman.

(j) Sanitary Sewer Services.

- (i) Connections to existing Sherman sanitary sewer mains for sanitary sewer service in the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection, sanitary sewer service will be provided at rates established by Sherman ordinances for such service throughout Sherman.
- (ii) Sanitary sewer mains and/or lift stations installed or improved to Sherman's standards that are located in dedicated easements, are within the Annexed Area and are connected to Sherman mains will be maintained by Sherman beginning on the effective date of the Annexation Ordinance.
- (iii) As development and construction commence in the Annexed Area, Sherman sanitary sewer services will be extended in accordance with provisions of the Subdivision Ordinance and other applicable Sherman ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.

- (iv) Developer agrees to design and construct per City standards a lift station to serve the Annexed Area. Future City sewer extensions will connect and abandon said lift station.
- (k) Miscellaneous.
 - (i) General municipal administration and administrative services of Sherman shall be available to the Annexed Area beginning on the effective date of the Annexation Ordinance.
 - (ii) Notwithstanding anything set forth above, this Service Plan does not require all municipal services be provided as set forth above if different characteristics of topography, land use and population density are considered a sufficient basis for providing different levels of service.
- 5. **Default.** If Sherman fails to comply with the terms and conditions of this Agreement and such failure is not cured within a reasonable period of time after Sherman receives written notice of such failure from Landowner, then Landowner may seek disannexation pursuant to Section 43.141 of the Texas Local Government Code as its sole and exclusive remedy. In no event shall Sherman be liable to Landowner or any other owner or inhabitant of the Annexed Area for any direct, indirect, incidental, special or consequential damages arising out of this Agreement or for the cost of procurement of substitute services.
- 6. **Covenant Running with the Land.** This Agreement shall be a covenant running with the land and Property and shall be binding on Landowner and Landowner's successors and assigns.
- 7. **Limitations of Agreement.** Sherman ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Landowner to Sherman under any ordinance, whether now existing or in the future arising.
- 8. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Sherman, addressed to it at:

City of Sherman
Attn: Robby Hefton, City Manager
220 West Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7200
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4044
Email: rpittman@abernathy-law.com

If to Landowner, addressed to him at:

A.R.C. STX HOLDINGS, L.L.C.
Attn: Veronica A. Gonzalez, Registered Agent
1519 San Bernardo Ave.
Laredo, Texas 78040
Telephone: _____
Email: _____

10. **Release.** LANDOWNER HEREBY RELEASES, WAIVES AND HOLDS HARMLESS SHERMAN AND ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ALL DAMAGES, INJURIES, CLAIMS, OBJECTIONS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS ARISING OUT OF OR RELATED TO SHERMAN'S ANNEXATION OF THE PROPERTY, SHERMAN'S CONSIDERATION OF ANNEXATION OF THE PROPERTY AND SHERMAN'S ADOPTION OF THE ANNEXATION ORDINANCE. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
11. **Vested Rights/Chapter 245 Waiver.** This Agreement shall confer no vested rights on the Property, or any portion thereof. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides Sherman with fair notice of any project of Landowner. LANDOWNER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
12. **Warranties/Representations.** All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by

one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

13. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.
14. **Governing Law; Venue.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
15. **Consideration.** This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
16. **Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
17. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined). Landowner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **Landowner covenants and agrees to indemnify, hold harmless, and defend Sherman and its Council members, officers, agents, representatives and employees against any and all claims asserted by any person claiming an ownership interest in the Property who has not signed the Agreement that arise in any way from Sherman's reliance on this Agreement.**
18. **Savings; Severability.** In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
19. **Representations.** Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

20. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
21. **Immunity.** It is expressly understood and agreed that, in the execution and performance of this Agreement, Sherman has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
22. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

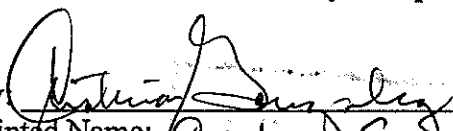
Attested to by:

Linda Ashby, City Clerk

Approved as to Form and Content:
The Law Firm of Abernathy,
Roeder, Boyd & Hullett, P.C.

By: _____
Name: _____
Title: City Attorney

A.R.C. STX HOLDINGS, L.L.C.,
a Domestic Limited Liability Company

By:  _____
Printed Name: Cristina Gonzalez
Title: managing member
Date: Nov 5, 2020

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **ROBBY HEFTON**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF SHERMAN, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Sherman, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2020.

Notary Public, State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF webb §

BEFORE ME, the undersigned authority, on this day personally appeared Cristin Gumbel, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 5th day of November, 2020.

Notary Public, State of Texas
My Commission Expires: 3/29/24

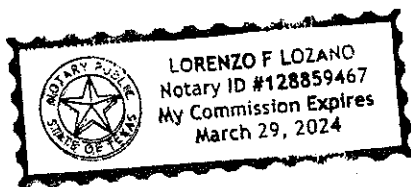


Exhibit A

PROPERTY DESCRIPTION

BEING a tract of land situated in the Elizabeth Jones Survey, Abstract Number 625, Grayson County, Texas and being a portion of that certain called 70.15 acre tract of land described in deed to A. R. C. STX HOLDINGS, L.L.C., as recorded in Volume 4740, Page 328, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron found in the approximate centerline of OB Groner Road (an existing 60' Right-of-Way), said iron rod being the southwest corner of said called 70.15 acre tract and also being the southeast corner of that certain called 220.14 acre tract of land described in deed to Huy Quach and Charles Shao Wu, as recorded in Volume 3260, Page 62, Real Property Records, Grayson County, Texas, and from which a 1/2 inch iron rod found for an angle point in the south line of said called 220.14 acre tract bears S 74°03'48"W, 1585.17 feet, said point of Beginning also being also being in the north property line of that certain called 200.5 acre tract of land described in deed to The Munson Realty Company, as recorded in Volume 925, Page 261, Real Property Records, Grayson County, Texas and in the existing City of Sherman, City Limit line per City Ordinance Number 6218;

THENCE N 15°23'01"W, a distance of 2708.57 feet departing said City Limit line and along the common line of the west property line of said called 70.15 acre tract and the east line of said called 220.14 acre tract to a 1 inch pipe found, said pipe being the northwest corner of the herein described tract and the southwest corner of that certain called 10.00 acre tract of land described in deed to Michael Douthey, as recorded in Volume 3436, Page 656, Real Property Records, Grayson County, Texas and from which a 1/2 inch iron rod found for the northwest corner of said called 10.00 acre tract bears N 15°46'4"W, 323.85 feet, and said pipe also being at an angle point in the existing City Limit line per City Ordinance Number 3723 ;

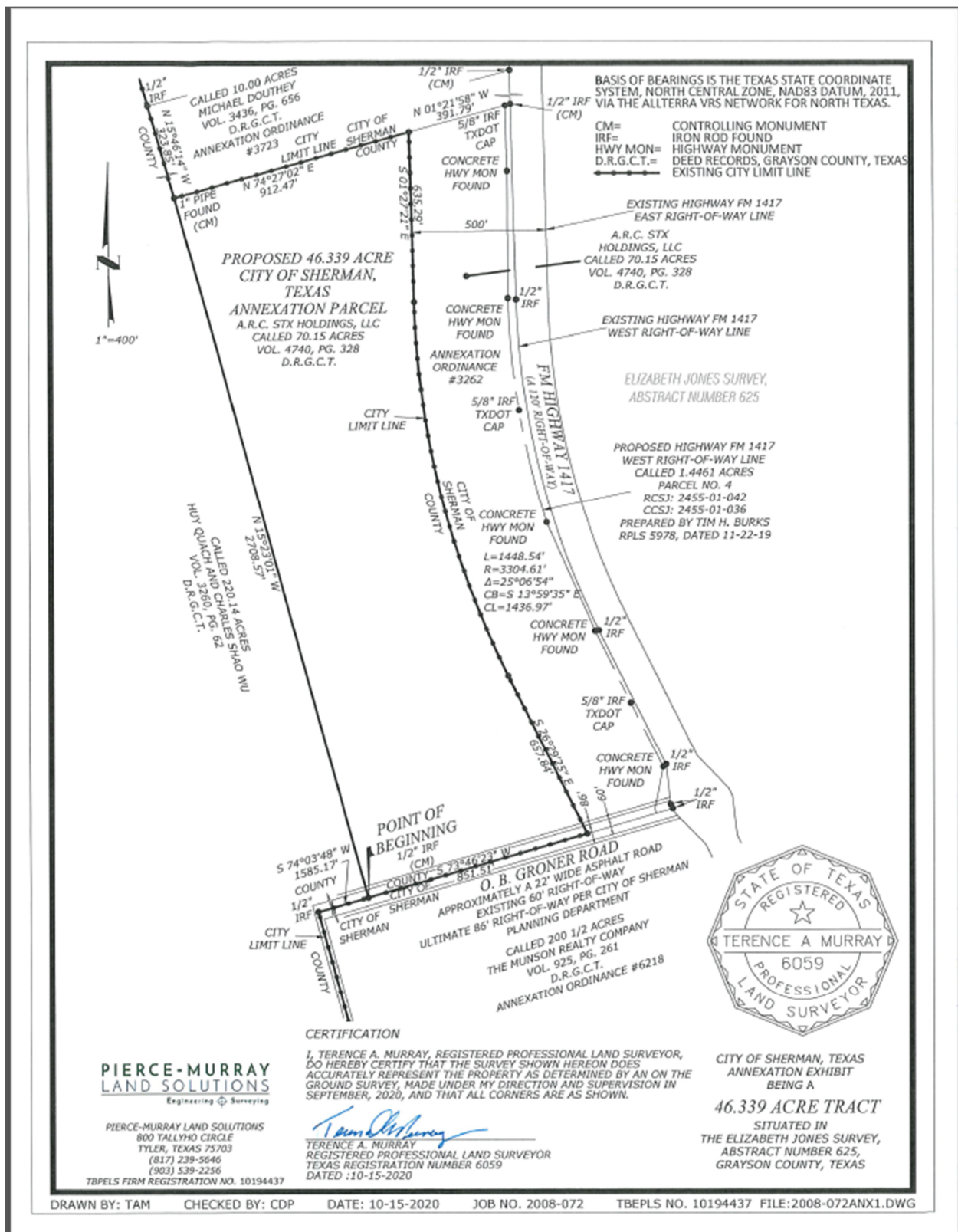
THENCE N 74°27'02"E, a distance of 912.47 feet with said existing City Limit line and along the common line of the north property line of the herein described tract and the south property line of said called 10.00 acre tract to a point, being in the west line of City Ordinance Number 3262 and being approximately 500 feet westerly of the easterly Right-of-Way line of FM Highway 1417 (an existing 120' Right-of-Way);

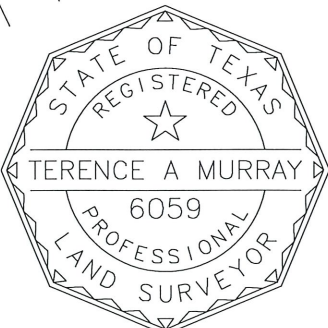
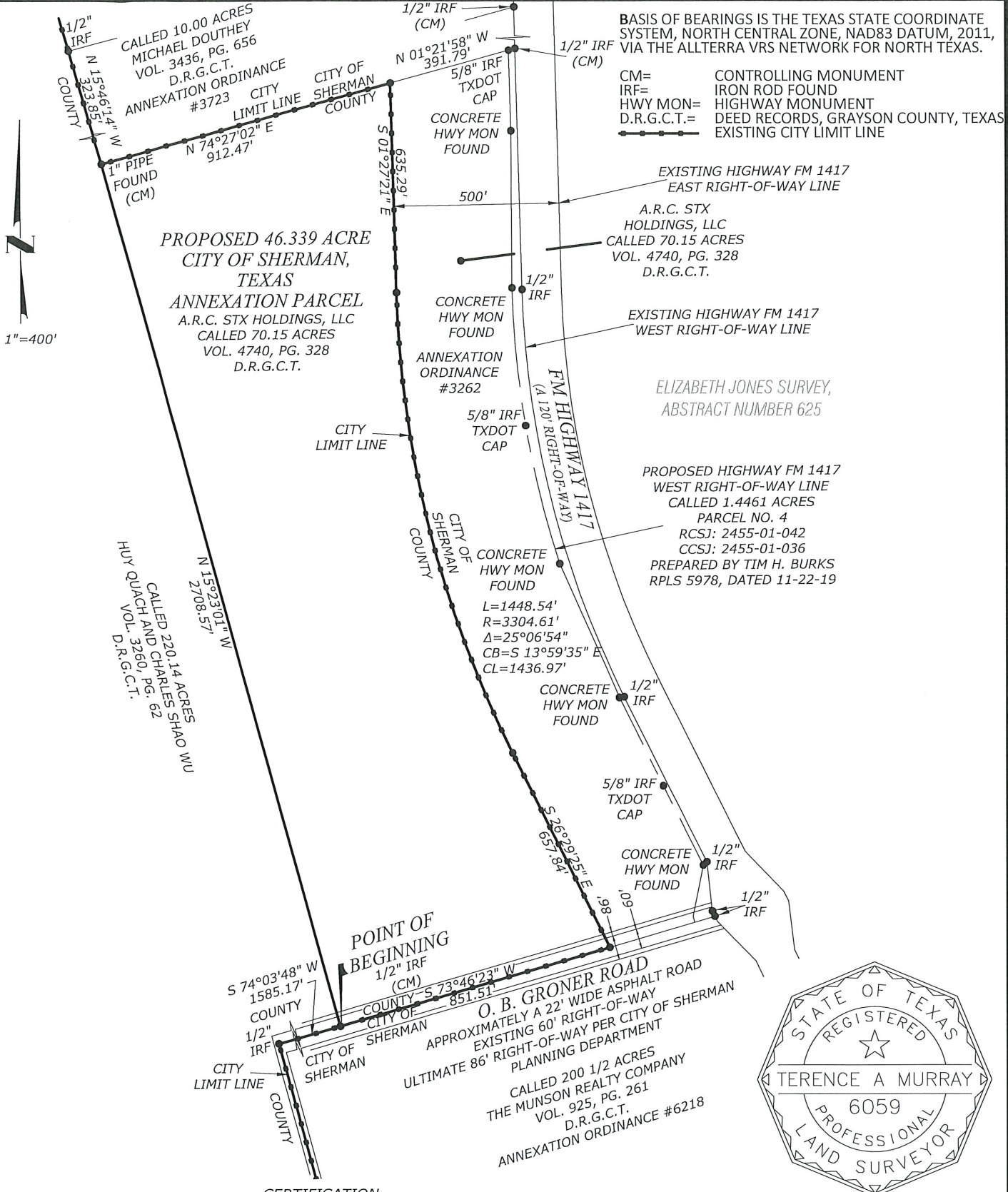
THENCE S 01°27'21"E, a distance of 635.29 feet continuing along said existing City Limit line and 500 feet westerly of said existing easterly Right-of-Way line to the beginning of a curve to the left

THENCE continuing along said existing City Limit line and continuing to be 500 feet westerly of said existing easterly Right-of-Way line and with said curve, an arc distance of 1448.54 feet, through a central angle of 25°06'54", having a radius of 3304.61 feet, and a long chord of which bears S 13°59'35"E, 1436.97 feet;

THENCE S 26°29'25"E, a distance of 657.84 feet continuing along said existing City Limit line and continuing to be 500 feet westerly of said existing easterly Right-of-Way line to a point in the approximate centerline of said O. B. Groner Road, being the common line of the southerly line of said called 70.15 acre tract and the northerly line of the aforementioned called 200.5 acre Munson Realty Company tract and returning to the north line of the aforementioned City Ordinance Number 6218;

THENCE S 73°46'23" W, a distance of 851.51 feet continuing along said existing City Limit line and with the north line of said City Ordinance Number 6218 and with said approximate centerline of O.B. Groner Road and along said common line returning to the Point of Beginning and containing 2,018,509 square feet or 46.339 acres of land, more or less.





CERTIFICATION

I, TERENCE A. MURRAY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON DOES ACCURATELY REPRESENT THE PROPERTY AS DETERMINED BY AN ON THE GROUND SURVEY, MADE UNDER MY DIRECTION AND SUPERVISION IN SEPTEMBER, 2020, AND THAT ALL CORNERS ARE AS SHOWN.

Terence A. Murray
 TERENCE A. MURRAY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NUMBER 6059
 DATED :10-15-2020

CITY OF SHERMAN, TEXAS
 ANNEXATION EXHIBIT
 BEING A
46.339 ACRE TRACT
 SITUATED IN
 THE ELIZABETH JONES SURVEY,
 ABSTRACT NUMBER 625,
 GRAYSON COUNTY, TEXAS

PIERCE-MURRAY LAND SOLUTIONS
 Engineering & Surveying

PIERCE-MURRAY LAND SOLUTIONS
 800 TALLYHO CIRCLE
 TYLER, TEXAS 75703
 (817) 239-5646
 (903) 539-2256
 TBEPLS FIRM REGISTRATION NO. 10194437

46.339 ACRE CITY OF SHERMAN, TEXAS ANNEXATION PARCEL

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THENCE N 74°27'02"E, a distance of 912.47 feet with said existing City Limit line and along the common line of the north property line of the herein described tract and the south property line of said called 10.00 acre tract to a point, being in the west line of City Ordinance Number 3262 and being approximately 500 feet westerly of the easterly Right-of-Way line of FM Highway 1417 (an existing 120' Right-of-Way);

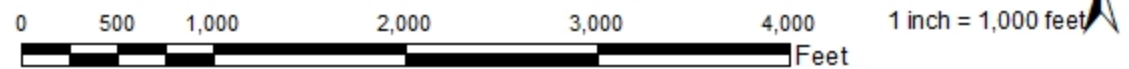
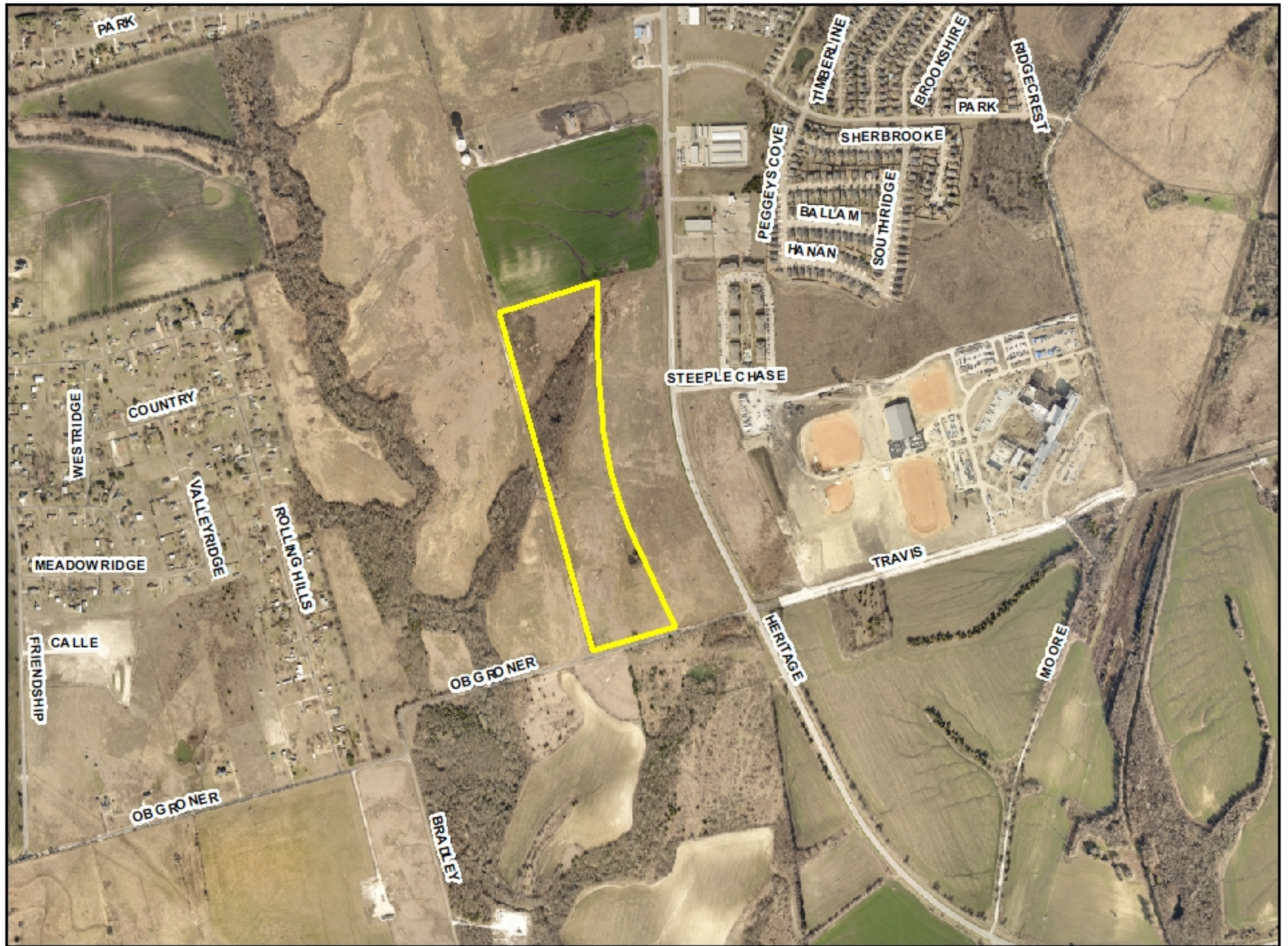
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THENCE continuing along said existing City Limit line and continuing to be 500 feet westerly of said existing easterly Right-of-Way line and with said curve, an arc distance of 1448.54 feet, through a central angle of 25°06'54", having a radius of 3304.61 feet, and a long chord of which bears S 13°59'35"E, 1436.97 feet;

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Annexation - North of O.B. Groner, West of FM 1417





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 2.

Meeting Date: 11/16/2020

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Presentation from Development Services Director Rob Rae, AICP on Proposed Changes to the Code of Ordinances at Chapter 3, "Building Regulations"

Issue:

Receive a brief presentation on changes proposed for the City's Building Code.

Background:

At this year's Budget Workshop, the City Council received a presentation from Fire Marshal Billy Hartsfield on changes needed in the Fire Prevention and Protection Code; and the City Manager suggested the Council could receive a presentation at a Council meeting on proposed changes to the Building Regulations Code. These proposed changes will bring the City's building codes up to date through adoption of the most recent versions of the International Residential Code and other industry-standard code-setting regulations. This presentation will highlight some of those changes.

Origination:

Mayor and City Council
City Manager Robby Hefton

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

It is the staff's recommendation that the Council provide comments and direction on the changes proposed for the City's Fire and Building Codes.

Alternatives:

As the Council recommends



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 3.

Meeting Date: 11/16/2020

Prepared By: Danny Jones, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Authorizing the Purchase of Equipment for the Sherman Fire Department through Sourcewell, reimbursable through the Texas Department of Emergency Management Coronavirus Relief Fund

Issue:

To consider approving the purchase of equipment for the Sherman Fire Department via Sourcewell, which will be reimbursable with funding from the Texas Department of Emergency Management (TDEM) Coronavirus Relief Fund (CRF)

Background:

At the June 1, 2020 meeting, the City Council accepted a grant awarded by the TDEM to fund expenditures incurred due to the Coronavirus. The City was awarded approximately \$2.4 million of which seventy-five percent (75%) must be used for actions taken to respond to the public health emergency, such as medical expenses (testing), public health expenses (medical and protective supplies), and payroll expenses for public safety and public health employees. Twenty-five percent (25%) of expenditures may be used to respond to second-order effects of the emergency, such expenses associated with economic support for those suffering from employment interruptions and providing distance learning. This purchase of equipment for the Fire Department would be considered a response to the public health emergency and would draw funds from the seventy-five percent (75%) bucket.

This agenda item requests authorization to purchase the following:

- 100 sets of Structural Firefighting Bunker Gear (each set contains pants, coat and suspenders) at \$4,000.00 per set, for a total of \$400,000.00;
- 121 pairs of Structural Leather Boots at \$325 per pair for a total of \$39,325.00;
- 100 Structural Hoods at \$119.00 per hood for a total of \$11,900.00; and
- 100 sets of Non-Structural Firefighting Bunker Gear (each set contains pants, coat and hood) at \$565.00 per set, for a total of \$56,500.00.

The total purchase is expected to be about \$507,725.00.

The Sourcewell cooperative, formally the National Joint Powers Alliance, streamlines the procurement process by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. Purchasing through Sourcewell fully satisfies the provisions of Texas Local Government Code Section 271.

Origination:

Sherman Fire Department

Financial Consideration:

The purchase of this equipment will be reimbursed through funds provided by the Texas Department of Emergency Management Coronavirus Relief Fund.

Staff Recommendation:

The staff recommends approval of the purchase of this equipment.

Alternatives:

None are recommended

Attachments

Official Certificate of Membership

Metro Fire Quote



Official
CERTIFICATE OF MEMBERSHIP

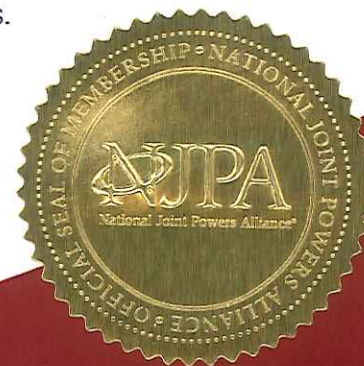
City of Sherman

Member # 2,440

This certificate entitles the entity named above the opportunity to purchase off of nationally, competitively bid contracts. The entity will save time by using pre-bid contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.

A handwritten signature in black ink, appearing to read "Duff Erholtz", is written over a horizontal line.

Duff Erholtz, Membership Manager



Competitively Bid National Cooperative Contract Solutions



QUOTE

Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

Number	162125-0
Quote Date	10/22/2020
Page	1

Bill to: SHERMAN CITY OF
P O BOX 1106
SHERMAN, TX 75091-1106

Ship to: SHERMAN CITY OF
318 SOUTH TRAVIS
SHERMAN, TX 75090

Cust Code		Ordered By		Salesman		Job/Rel#	Customer PO	
SHE003		TOM BROWN		HOUSE ACCOUNT			VERBAL CHIEF	
Entered By			FOB		Ship Via		Terms	
JONATHAN MERCER			CUSTOMER PAYS FREIGHT		BEST WAY		NET 20 DAYS	
Quantity			U/M	Item #	Description	Price	Extension	
Order	Ship	Back						
6	6	0	EA	FDI-FDXL-200-8.5M	RED LEATHER FIRE BOOT SIZE 8.5 M	325.00	1950.00	
2	2	0	EA	FDI-FDXL-200-8.5W	RED LEATHER FIRE BOOT SIZE 8.5W	325.00	650.00	
8	8	0	EA	FDI-FDXL-200-9M	RED LEATHER FIRE BOOT SIZE 9M	325.00	2600.00	
4	4	0	EA	FDI-FDXL-200-9W	RED LEATHER FIRE BOOT SIZE 9W	325.00	1300.00	
8	8	0	EA	FDI-FDXL-200-9.5M	RED LEATHER FIRE BOOT SIZE 9.5M	325.00	2600.00	
4	4	0	EA	FDI-FDXL-200-9.5W	RED LEATHER FIRE BOOT SIZE 9.5W	325.00	1300.00	
8	8	0	EA	FDI-FDXL-200-10M	RED LEATHER FIRE BOOT SIZE 10M	325.00	2600.00	
5	5	0	EA	FDI-FDXL-200-10W	RED LEATHER FIRE BOOT SIZE 10W	325.00	1625.00	
8	8	0	EA	FDI-FDXL-200-10.5M	RED LEATHER FIRE BOOT SIZE 10.5M	325.00	2600.00	
5	5	0	EA	FDI-FDXL-200-10.5W	RED LEATHER FIRE BOOT SIZE 10.5W	325.00	1625.00	
8	8	0	EA	FDI-FDXL-200-11M	RED LEATHER FIRE BOOT SIZE 11M	325.00	2600.00	
8	8	0	EA	FDI-FDXL-200-11W	RED LEATHER FIRE BOOT SIZE 11W	325.00	2600.00	
8	8	0	EA	FDI-FDXL-200-11.5M	RED LEATHER FIRE BOOT SIZE 11.5M	325.00	2600.00	
5	5	0	EA	FDI-FDXL-200-11.5W	RED LEATHER FIRE BOOT SIZE 11.5 WIDE	325.00	1625.00	

Continued on next page....

QUOTE GOOD FOR 45 DAYS



QUOTE

Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

Number	162125-0
Quote Date	10/22/2020
Page	2

Bill to: SHERMAN CITY OF
P O BOX 1106
SHERMAN, TX 75091-1106

Ship to: SHERMAN CITY OF
318 SOUTH TRAVIS
SHERMAN, TX 75090

Cust Code		Ordered By		Salesman		Job/Rel#	Customer PO	
SHE003		TOM BROWN		HOUSE ACCOUNT			VERBAL CHIEF	
Entered By			FOB		Ship Via		Terms	
JONATHAN MERCER			CUSTOMER PAYS FREIGHT		BEST WAY		NET 20 DAYS	
Quantity			U/M	Item #	Description	Price	Extension	
Order	Ship	Back						
5	5	0	EA	FDI-FDXL-200-12M	RED LEATHER FIRE BOOT SIZE 12M	325.00	1625.00	
4	4	0	EA	FDI-FDXL-200-12W	RED LEATHER FIRE BOOT SIZE 12 WIDE	325.00	1300.00	
8	8	0	EA	FDI-FDXL-200-12.5	RED LEATHER FIRE BOOT SIZE 12.5	325.00	2600.00	
4	4	0	EA	FDI-FDXL-200-12.5W	RED LEATHER FIRE BOOT SIZE 12.5W	325.00	1300.00	
7	7	0	EA	FDI-FDXL-200-13M	RED LEATHER FIRE BOOT SIZE 13M	325.00	2275.00	
4	4	0	EA	FDI-FDXL-200-13W	RED LEATHER FIRE BOOT SIZE 13 WIDE	325.00	1300.00	
2	2	0	EA	FDI-FDXL-200-14D	RED LEATHER FIRE BOOT SIZE 14D	325.00	650.00	
100	100	0	EA	FDI-H41PSNBFHOS	H41 INTERCEPTOR HOOD DUPONT NANOFLEX HOOD ONE SIZE FITS ALL	119.00	11900.00	
100	100	0	EA	FDI-FDX-IP 1	INTERCEPTOR PACKAGE H41 HOOD, TG51 L3 COAT WITH FXR TOG PURCHASE FWID 121659	565.00	56500.00	
100	100	0	EA	MET-FDI-BUNKER GEAR	SHERMAN FWID#121747 SHERMAN FD FXR 2020	4000.00	400000.00	
SubTotal							507,725.00	
Total							507,725.00	

QUOTE GOOD FOR 45 DAYS



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 4.

Meeting Date: 11/16/2020

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Site Plan Approval under Ordinance No. 2252, Article IV, Section 410 (2)(j) for Crossroads Medical Office Building in the Blalock Industrial Park/Blalock Commercial Overlay District at 221 West Travis Street

Issue:

Site Plan Approval under Ordinance No. 2252, Article IV, Section 410 (2)(j) for the Crossroads Medical Office Building in the Blalock Industrial Park/Blalock Commercial Overlay District at 221 West Travis Street

Background:

The property is located at 221 West Travis Street, between West F.M. 1417 and Stone Creek Drive. The property is zoned Blalock Industrial Park and Blalock Commercial Overlay District. The owners would like to construct a one-story, 5,334 square foot medical office building adjacent to the Davita and behind the existing three-story medical office building. The exterior facade will be brick veneer, stone and EIFS (Exterior Insulation Finishing System). Parking will be provided for 37 spaces.

Origination:

Heritage Development Partners, LLC (Owners)
Brockett Davis Drake, Inc. (Representative)
Votex Surveying Company (Surveyor)
Covenant Architecture (Architect)
SMR Landscape Architects, Inc. (Landscape Architect)

Financial Consideration:

None

Staff Recommendation:

At the October 20, 2020 regular meeting, the Planning & Zoning Board voted 6/0 to recommend to the City Council that the site plan be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Aerial Location Map

Zoning Map

Zoning Sign Photo

Preliminary Plat

Site Plan

Building Elevations

Landscape Plan

Staff Review Letter

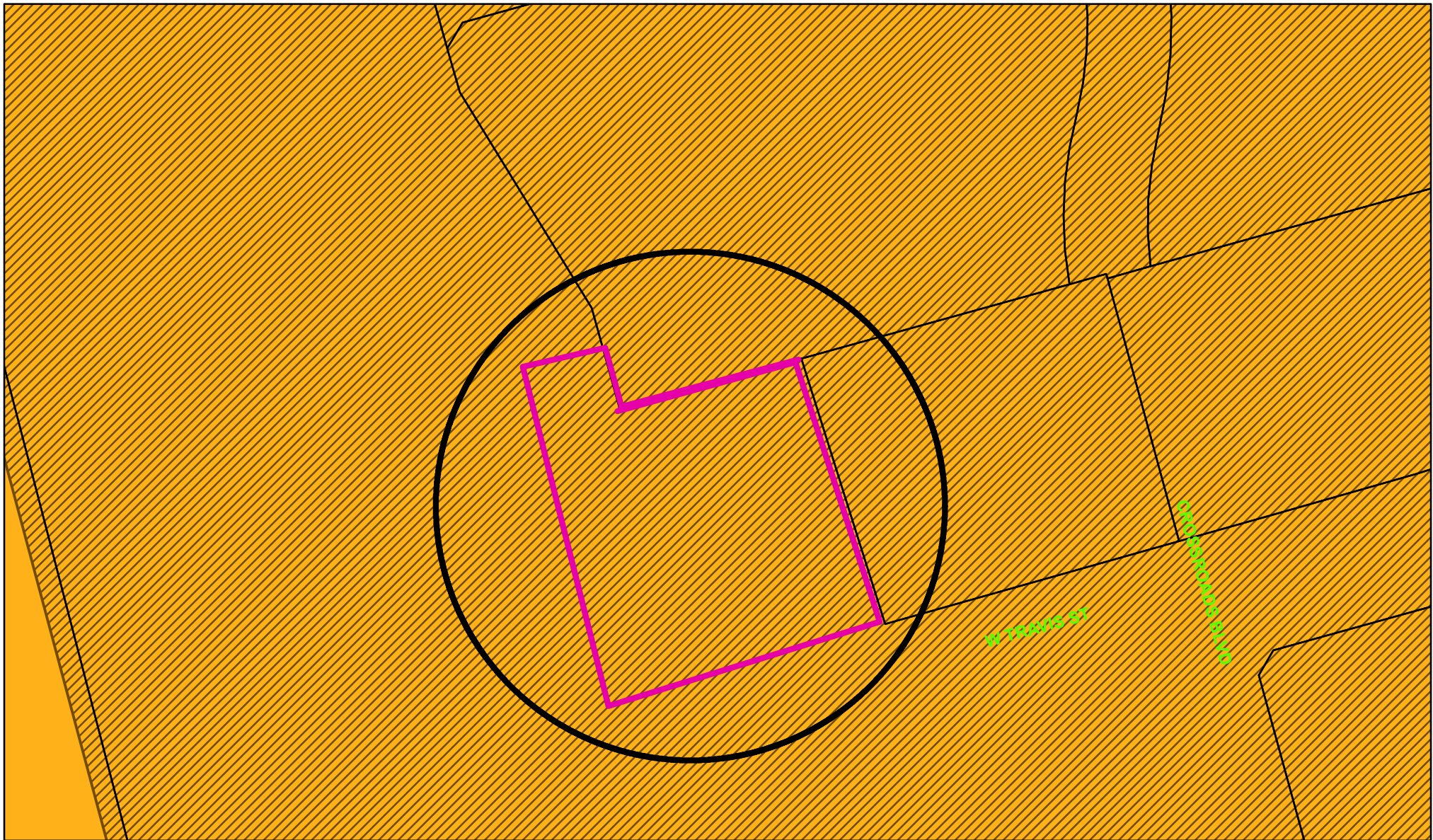
P&Z Communication



City of Sherman, Texas
Developmental Services Department

221 West Travis Street


$$1 \text{ in} = 700 \text{ ft}$$



Zoning - 221 West Travis Street

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_1

- FM 1417
- Sam Rayburn Freeway
- US Hwy 62 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
- PD Planned Development

ImageGIS.DBO.ORTHOS_2020

RGB

- Red: Band_1
- Green: Band_2
- Blue: Band_3



City of Sherman, Texas
Developmental Services Department



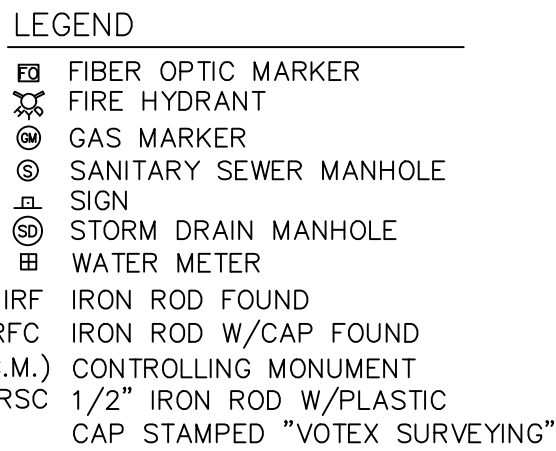
NOT TO SCALE

1 in = 100 ft

221 West Travis Street



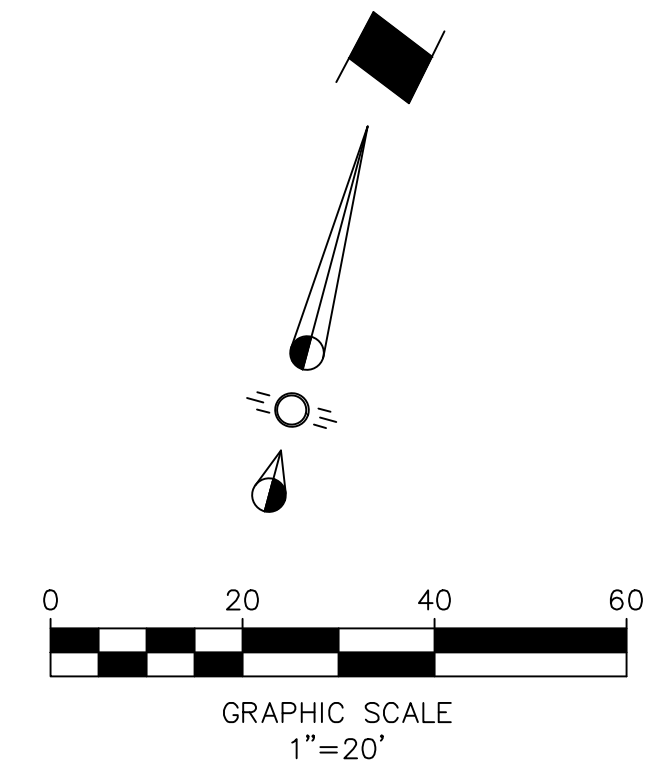
Oct 1, 2020 at 10:26 AM



1. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, NORTH TEXAS CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983 ADJUSTMENT REALIZATION 2011.

3. NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN ANY AREA OF THE 100-YEAR FLOOD ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP NO. 485509 0405F, REVISED DATE SEPTEMBER 29, 2010. PROPERTY IS LOCATED IN "ZONE X" OTHER AREAS: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

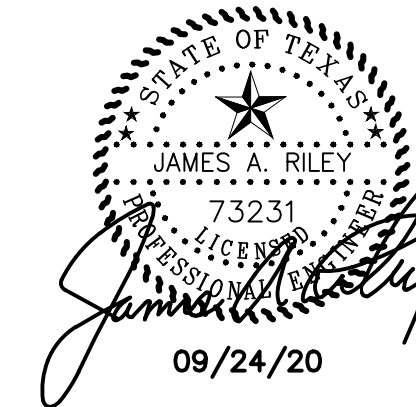
VOTEX SURVEYING COMPANY – TBPLS FIRM NO. 10013600
10440 N. CENTRAL EXPWY, STE. 800 DALLAS, TEXAS 75231
PH. (469) 333-8831; candy@votexsurveying.com
PROJECT NO. 2020-029

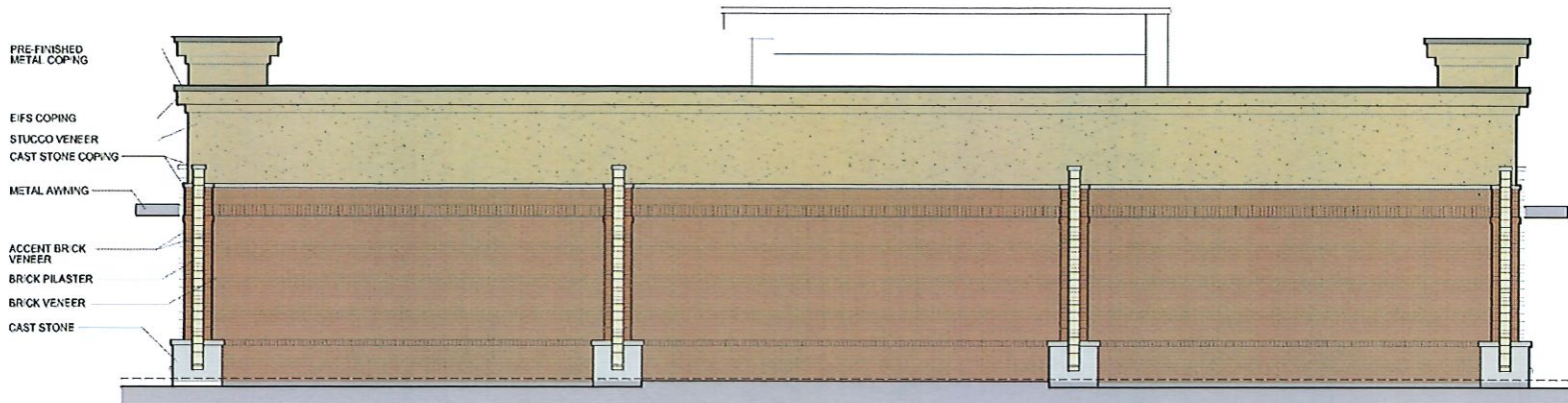


	-	EXISTING CURB
	-	PROPOSED CURB
	-	PROPOSED FLAT WORK
	-	PROPOSED FIRE LANE
BFR	-	PROPOSED BARRIER FREE RAMP

SITE PLAN
CROSSROADS MEDICAL OFFICE BUILDING
LOT 1, BLOCK 1 SHERMAN CROSSROADS MEDICAL No. 3
AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
AND BEING SITUATED IN THE
PRESTON KITCHEN SURVEY, ABSTRACT NO. 667
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

E N G I N E E R S :
BROCKETTE/DAVIS/DRAKE, INC.
Civil & Structural Engineering
Texas Registered Engineering Firm F-841
4144 North Central Expressway, Suite 1100
Dallas, Texas 75204
Attn: James A. Riley, P.E.
Email: jriley@oddeng.com
(214) 824-3647





01 NORTH ELEVATION



02 WEST ELEVATION



DATE
09-21-2020
PRELIM DRAWING
NOT FOR BIDDING,
PERMITTING, OR
CONSTRUCTION
MATT WILLIAMS
17691

MEDICAL OFFICE BUILDING

SHERMAN CROSSROAD MEDICAL NO. 2
LOT 12, 14 & 16 BLOCK 2
SHERMAN, TX





01 SOUTH ELEVATION



02 EAST ELEVATION

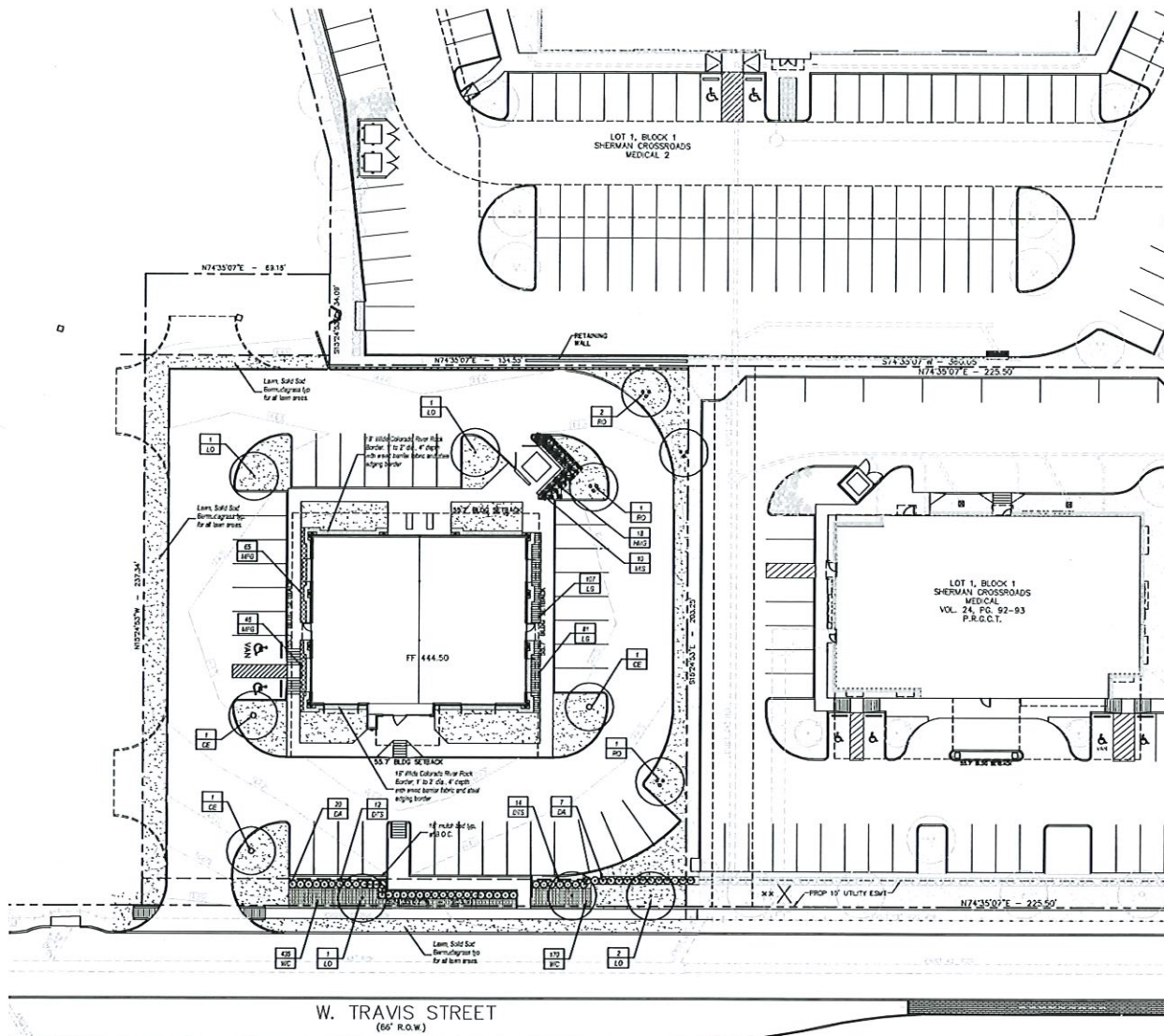


DATE
09-21-2020
PRELIM DRAWING
NOT FOR BIDDING,
PERMITTING, OR
CONSTRUCTION
MATT WILLIAMS
17691

MEDICAL OFFICE BUILDING

SHERMAN CROSSROAD MEDICAL NO. 2
LOT 12, 14 & 16 BLOCK 2
SHERMAN, TX





LANDSCAPE NOTES

1. Contractor shall verify all existing and proposed site dimensions and utility locations of any discrepancies. Survey data of existing conditions is a part of the plan.
2. Contractor shall locate all existing underground utilities and verify location of any conflicts. Contractor shall relocate utilities after verifying the utility of underground utilities.
3. Contractor is responsible for obtaining all required landscape and signage permits.
4. Contractor to provide a minimum 2% slope away from all structures.
5. All parking lots and lawn areas to be separated by steel edging. No steel to be installed adjacent to a sidewalk or curb.
6. All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include new and existing sprinklers.
7. All lawn areas to be Solid Sod Bermudagrass, unless otherwise noted on the drawings.

MAINTENANCE NOTES

1. The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
2. All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, weeding, pruning, fertilizing, watering, and other such activities common to landscape maintenance.
3. All landscape areas shall be kept free of trash, other, weeds and other such material or plants not part of the plan.
4. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
5. All plant material which dies shall be replaced with plant material of equal or better value.
6. Contractor shall provide separate bid proposal for one year's maintenance to begin after final acceptance.

GENERAL LAWN NOTES

1. First grade areas to achieve final contours indicated on site plans.
2. All areas to achieve positive drainage away from buildings. Provide uniform mounding at top and bottom of areas and other breaks in grade. Correct imperfections and areas where water may pond.
3. All lawn areas to receive solid sod and shall be laid in a minimum of 1" below final grade. Contractor to coordinate operations with on-site Construction Manager.
4. Imported topsoil shall be natural, friable soil from the region, lower in bottom and soil free from lumps, dry, free of stones, roots, debris, vegetation, stones, twigs, and no soil and shall be laid in a layer.
5. All lawn areas to be fine-grained, virgin, free of weeds, and four years old prior to the time of planting. Contractor to provide a letter of certification to the Owner's Construction Manager in accordance with the plan.
6. All areas 3" or greater and larger, of which, shall, correct grade, shall be removed prior to planting topsoil and any new installation.
7. Contractor shall provide 1" or less of imported topsoil or all areas to receive lawn.

SOLID SOD NOTES

1. First grade areas to achieve final contours indicated. Lawn areas to receive 1" below final grade prior to grading areas and 1" below final grade in lawn areas.
2. All areas to achieve positive drainage away from buildings. Provide uniform mounding at top and bottom of areas and other breaks in grade. Correct imperfections and areas where water may pond.
3. All lawn areas to receive solid sod and shall be laid in a minimum of 1" below final grade. Contractor to coordinate operations with on-site Construction Manager.
4. Contractor to coordinate with on-site Construction Manager for availability of existing topsoil.
5. Plant and by hand to cover indicated areas completely. Remove edges of soil and are touching. Top dress joints by hand with topsoil to 1/2 inch.
6. First grade areas to achieve a smooth, even surface. Free from untreated materials.
7. Water and thoroughly as per operation programs.
8. Contractor shall maintain all lawn areas and final acceptance. This shall include but not be limited to mowing, weeding, fertilizing, watering and repairing dead or bare areas in lawn areas in a regular healthy condition.
9. Contractor shall provide establishment of an acceptable lawn area and shall provide maintenance from final supply of topsoil.
10. A maintenance agreement between September 1 and March 1, all areas to be maintained with weekly programs, at a rate of 1/2 inch per week (1000) square feet.

PLANT LIST

TREES						
ITEM	QTY.	TYPE	COMMON NAME	RECOMMENDED NAME	SIZE	REMARKS
3	CE	CE	Cedar Elm	Limbo tree	3" cal.	843, 12 in. 4" 6" spread ribs.
5	LO	LO	Lime Oak	Quercus agrifolia	3" cal.	843, 12 in. 4" 6" spread ribs.
4	NO	NO	Red Oak	Quercus shumardii	3" cal.	843, 12 in. 4" 6" spread ribs.
SHRUBS						
ITEM	QTY.	TYPE	COMMON NAME	RECOMMENDED NAME	SIZE	REMARKS
27	DA	DA	David's Blue Yucca	Yucca glauca	3" cal.	consider 18 plants, 30" cal.
28	ET	ET	David's Blue Yucca	Yucca glauca	3" cal.	consider 18 plants, 30" cal.
18	HAC	HAC	David's Blue Yucca	Yucca glauca	3" cal.	consider 18 plants, 30" cal.
13	MB	MB	Madagascar Dragon Tree	Dracaena fragrans	3" cal.	consider 18 plants, 30" cal.
111	MC	MC	Madagascar Dragon Tree	Dracaena fragrans	3" cal.	consider 18 plants, 30" cal.
108	LC	LC	Madagascar Dragon Tree	Dracaena fragrans	3" cal.	consider 18 plants, 30" cal.
GROUNDCOVERS						
ITEM	QTY.	TYPE	COMMON NAME	RECOMMENDED NAME	SIZE	REMARKS
85	HC	HC	Common Bermuda Grass	Cynodon dactylon	4" grass	consider 12" 12" corners in 12" cal.
						solid sod, refer to notes

NOTE: Plant to be in place by October 1st. Contractor shall verify all quantities on plan. All plants and materials are minimum. All plant materials shall meet or exceed standards as indicated. All trees to have eight trunks and be meeting with utility.

01 LANDSCAPE PLAN

SCALE: 1"=20'-0"



SMR
Landscape Architects, Inc.
1111 N. Collins Street
Suite 1100
Ft. Worth, Texas 76104
Tel: 817.335.5555
Fax: 817.335.5556
Email: smr@smr.com



LANDSCAPE PLAN					
MEDICAL OFFICE BUILDING No. 3					
CROSSROADS BUSINESS PARK					
CITY OF SHERMAN, TEXAS					
ERICKSON/ETTINGER/DAVIS/DRAKE, INC.					
CONSULTING ENGINEERS					
Civil & Structural Engineering Surveying					
Texas Registered Engineering Firm F-641					
4144 North Central Expressway, Suite 1100					
Dallas, Texas 75204					
(214) 824-2800 Fax (214) 824-7944					
DESIGNED	DRAWN	DATE	SCALE	NOTES	SHEET NO.
BDA	BDA	09/24/20	1"=20'	B00	C20009 L1.1

STAFF REVIEW LETTER

October 13, 2020

Heritage Development Partners, LLC
2600 N. U.S. Highway 75
Sherman, TX 75092

Votex Surveying Company
10440 N. Central Expwy., Ste. 800
Dallas, TX 75231

Brockett Davis Drake Inc.
4144 North Central Expwy., Ste. 1100
Dallas, TX 75204

Covenant Architecture
106 E. Church St.
Weatherford, TX 76086

Castle Development Group
251 E. Southlake Blvd., Ste. 100
Southlake, TX 76092

Dear Applicants,

The request for site plan approval for Crossroads Medical Office Building in the Blalock Industrial Park located at 221 West Travis Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 20, 2020 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 Travis 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 in 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 subject 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. Sidewalk required along West Travis Street.
13. 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.
14. Additional Easements may be required upon Engineering review.

15. Water Pro-Rata will be due at the time of development.
16. Existing sewer line has been abandoned. Sewer shall be extended in accordance with City standard to serve the development. Coordinate with Engineering regarding future capacity limitations.
17. Proposed 6" Wastewater line to be privately owned and maintained.
18. Engineering plans for retaining walls exceeding 4-feet in total height shall be submitted to City of Sherman Engineering Department for review and approval.
19. Encroachments into easements will not be permitted or, if permitted, will require an Encroachment Easement approved by City Council prior to any construction of said encroachment being done.
20. The location of dumpsters shall be approved by the Public Works Department.
21. Verify fire lane requirements with Fire Marshall.
22. Right of Way permit required from Engineering Department for all work within City right of way.
23. Verify distance to closest Fire Hydrant to building. Installation of hydrant may be necessary. Coordinate with Fire Marshall.
24. Shared Access Easement required for proposed access to adjacent properties. Said Easement must be shown on plat.

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.

It is the policy of this Board not to consider a request unless it has representation. You are hereby notified to present your case on the date and time stated above.

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

Respectfully,



Rob Rae

Incoming Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Christopher Armstrong, Asst. City Engineer
Tom Pruitt, Utility Engineer

Billy Hartsfield, Fire Marshal
Brandon Shelby, City Attorney
Amber Doan, Engineering Coordinator
Scott Shadden, Director of Developmental Services



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

Agenda Item No. 13.

Meeting Date: 10/20/2020

Prepared by: Patsy Reeves, Developmental Services Coordinator
Scott Shadden, Director of Development Services
Rob Rae, Incoming Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Requested Action/Proposed Use:

221 WEST TRAVIS STREET

The request of Heritage Development Partners, LLC (Owners), Brockett Davis Drake, Inc. (Representative), Votex Surveying Company (Surveyor), Covenant Architecture (Architect) and SMR Landscape Architects, Inc. (Landscape Architect) concerning the property at 221 West Travis Street, being 1.005 acres in the Preston Kitchen Survey Abstract No. 667 and being the proposed Lot 1, Block 1 of Sherman Crossroads Medical No. 3 and in Tract 4 of the Blalock Industrial Park, as follows;

Planning and Zoning Commission

Site plan approval to Ordinance No. 2252 Article IV, Section 410 (2) (j) for Crossroads Medical Office Building in the Blalock Industrial Park.

Background:

The property is located at 221 West Travis Street between West FM 1417 and Stone Creek Drive. The property is zoned Blalock Industrial Park and Blalock Commercial Overlay District. The owner would like to construct a one-story, 5,334 square foot medical office building at this location. The exterior facade will be brick veneer, stone and EIFS (Exterior Insulation Finishing System). Parking will be provided for 37 spaces.

Adjacent Zoning:

Blalock Industrial Park

Blalock Commercial Overlay District

Origination:

Heritage Development Partners, LLC (Owners)
Brockett Davis Drake, Inc. (Representative)
Votex Surveying Company (Surveyor)
Covenant Architecture (Architect)
SMR Landscape Architects, Inc. (Landscape Architect)

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:

47

Objections Received:

0

Attachments

Aerial Location Map
Zoning Map
Zoning Sign Photo
Preliminary Plat
Site Plan
Building Elevations
Landscape Plan
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 5.

Meeting Date: 11/16/2020

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of Block 43R, Lot 1, South Side Addition, being a Replat of the Final Plat of Block 43R, Lot 1, South Side Addition, being a 14.08 tract in the Preston Kitchen Survey, Abstract No. 667, also being multiple tracts: Tract 1, being a 7.036 acre tract; Tract 3, being all of Blocks 38, 39 and a portion of Block 37 of the Replat of Blocks 4, 5, 6, 15, 16, 17, 29, 31, 40 and 41 of South Side Addition; and Tract 4, being a 0.888 acre tract, except a called 0.487 acre portion of Lots 7-12, Block 39; FRHP Lincolnshire, LLC, Owner; Camping World and Good Sam, Tenants; and CEI Engineering Associates, Inc., Civil Engineer and Surveying (2005 South Sam Rayburn Freeway)

Issue:

To consider Replat Approval of Block 43R, Lot 1, South Side Addition, being a Replat of the Final Plat of Block 43R, Lot 1, South Side Addition, being a 14.08 tract in the Preston Kitchen Survey, Abstract No. 667, also being multiple tracts: Tract 1, being a 7.036 acre tract; Tract 3, being all of Blocks 38, 39 and a portion of Block 37 of the Replat of Blocks 4, 5, 6, 15, 16, 17, 29, 31, 40 and 41 of South Side Addition; and Tract 4, being a 0.888 acre tract, except a called 0.487 acre portion of Lots 7-12, Block 39; FRHP Lincolnshire, LLC, Owner; Camping World and Good Sam, Tenants; and CEI Engineering Associates, Inc., Civil Engineer and Surveying (2005 South Sam Rayburn Freeway)

Background:

The property is located at 2005 South Sam Rayburn Freeway between Wilson Avenue and F.M. 1417; Camping World and Good Sam are the tenants. The property is zoned a C-1 (Retail Business) District and M-1 (Light Manufacturing) District and is located in the O-1.2 (Sam Rayburn) Overlay District. The owner would like to Replat the property into one lot for commercial development.

Origination:

FRHP Lincolnshire, LLC (Owner)

Camping World and Good Sam (Tenants)

CEI Engineering Associates, Inc. (Civil Engineer and Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 20, 2020 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

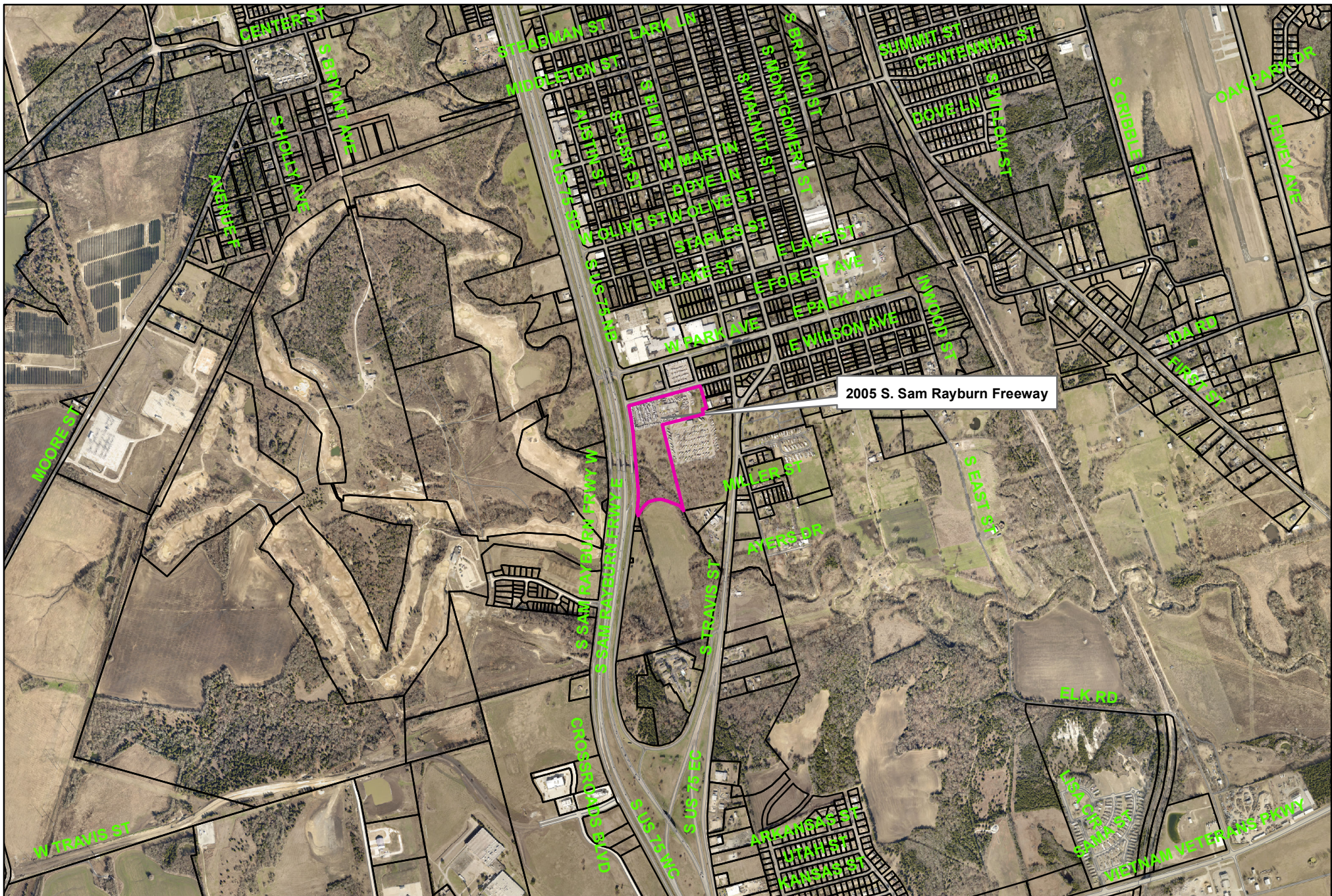
Aerial Location Map

Zoning Map

South Side Addition Replat

Staff Review Letter

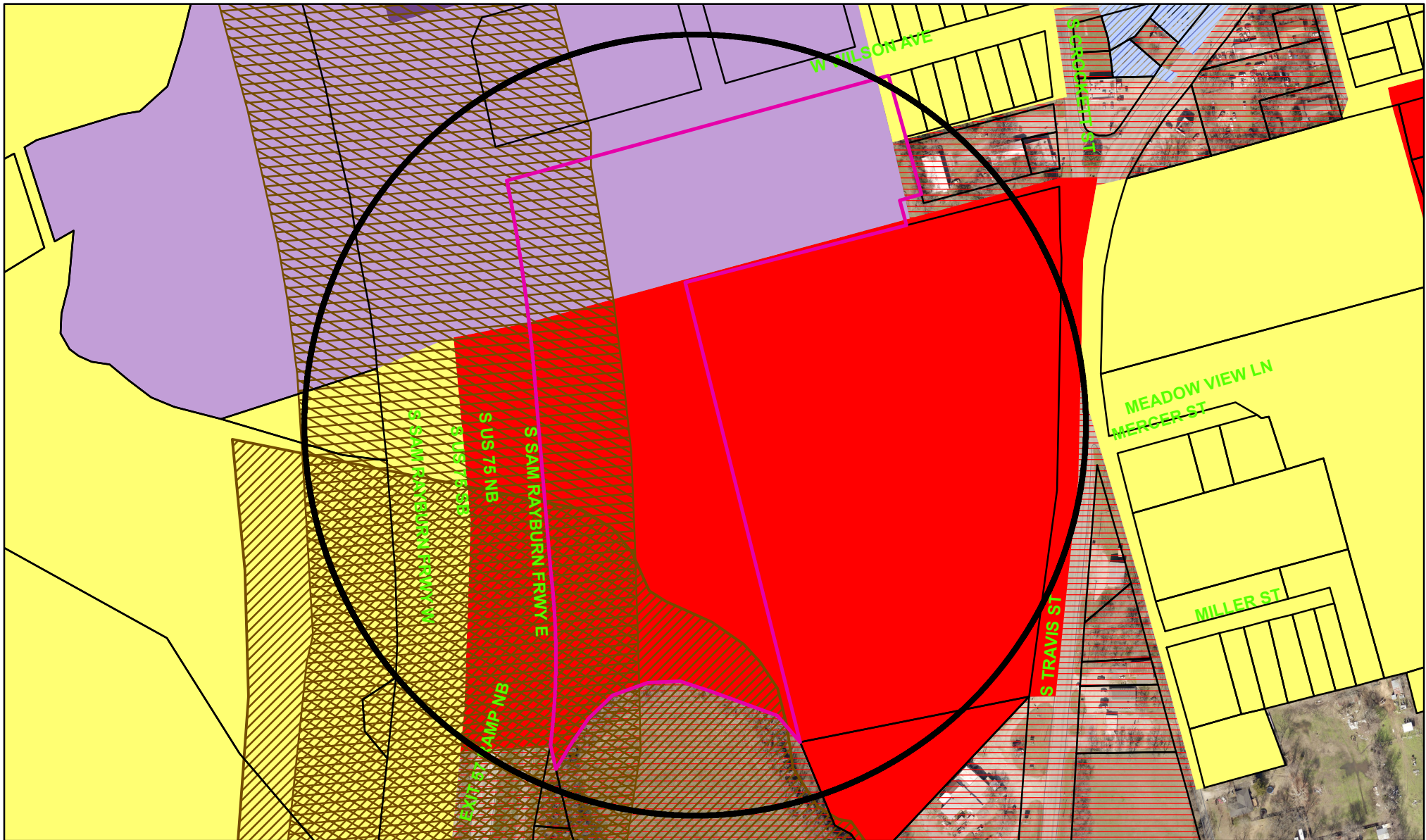
P&Z Communication



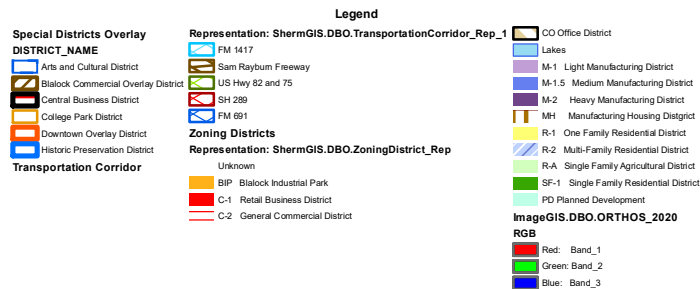
City of Sherman, Texas
Developmental Services Department

2005 South Sam Rayburn Freeway


$$1 \text{ in} = 1,500 \text{ ft}$$



Zoning - 2005 South Sam Rayburn Freeway



NOT TO SCALE

1 in = 300 ft



STAFF REVIEW LETTER

October 12, 2020

FRHP Lincolnshire, LLC
250 Parkway Dr., Ste. 270
Lincolnshire, IL 60069

CEI Engineering Associates, Inc.
James Barnett
3108 SW Regency Parkway, Ste. 2
Bentonville, AR 72758

Dear Applicants,

The request for approval of the Replat of Block 43R, Lot 1, South Side Addition, has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 20, 2020 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 with \$0.00 balance 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. 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. Ownership and Maintenance information must be shown on plat.
6. Last call on metes and bounds does not match drawing.
7. 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.
8. 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

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 Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,



Wayne E. Lee, P.E., CFM,
Director of Engineering

cc: Robby Hefton, City Manager
Rob Rae, Incoming Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney
Scott Shadden, Director of Development Services
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager



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

Agenda Item No. 9.

Meeting Date: 10/20/2020

Prepared by: Patsy Reeves, Developmental Services Coordinator
Scott Shadden, Director of Development Services
Rob Rae, Incoming Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Requested Action/Proposed Use:

*** 2005 SOUTH SAM RAYBURN FREEWAY**

The request of FRHP Lincolnshire, LLC (Owners), Camping World and Good Sam (Tenants) and CEI Engineering Associates, Inc. (Civil Engineer and Surveyor) concerning the property located at 2005 South Sam Rayburn Freeway, being a 14.08 tract in the Preston Kitchen Survey, Abstract No. 667, also being multiple tracts: Tract 1, being a 7.036 acre tract; Tract 3, being all of Blocks 38, 39 and a portion of Block 37 of the Replat of Blocks 4, 5, 6, 15, 16, 17, 29, 31, 40 and 41 of South Side Addition; and Tract 4, being a 0.888 acre tract, except a called 0.487 acre portion of Lots 7-12, Block 39, as follows:

Planning and Zoning Commission

Replat approval of Block 43R, Lot 1, South Side Addition, being a Replat of the Final Plat of Block 43R, Lot 1, South Side Addition

Background:

The property is located at 2005 South Sam Rayburn Freeway between Wilson Avenue and FM 1417; Camping World and Good Sam are the tenants. The property is zoned a C-1 (Retail Business) District and M-1 (Light Manufacturing) District and located in the O-1.2 (Sam Rayburn) Overlay District.

Background on the property:

- An exception to allow a 6' fence in lieu of 4' allowed approved February 11, 1992
- A variance to allow a 2' front setback for an electronic message center addition to an existing freestanding sign for a total face area of 224 square foot in lieu of the required 40' front setback approved January 19, 2016.
- A Specific Use Permit to allow a parking lot extension for additional RV Storage approved October 16, 2018, P&Z Condition - Provide 8' wood fence on the east side adjacent to residential properties and review the Specific Use Permit one year from the time of the Certificate of Occupancy Permit is issued. (Ord. 6164)

The owner would like to Replat the property into one lot for commercial development.

Adjacent Zoning:

R-1 (One Family Residential) District
C-1 (Retail Business) District
C-2 (General Commercial) District
M-1 (Light Manufacturing) District

Origination:

FRHP Lincolnshire, LLC (Owners)
Camping World and Good Sam (Tenants)
CEI Engineering Associates, Inc. (Civil Engineer and Surveyor)

Master Plan Designation:

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

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Aerial Location Map
Zoning Map
South Side Addition Replat
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 6.

Meeting Date: 11/16/2020

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Final Plat Approval of Garland Addition in the City of Sherman's Extra Territorial Jurisdiction (ETJ), being 1.219 acres in the Garrett Pangburn Survey, Abstract No. 945; Rhonda Garland, Owner; and Underwood Drafting and Surveying, Inc., Surveyor (186 Jim Lamb Road)

Issue:

To consider Final Plat Approval of Garland Addition in the City of Sherman's ETJ, being 1.219 acres in the Garrett Pangburn Survey, Abstract No. 945; Rhonda Garland, Owner; and Underwood Drafting and Surveying, Inc., Surveyor (186 Jim Lamb Road)

Background:

The property is located at 186 Jim Lamb Road, northeast of Sherman off Whitney Road in the City of Sherman's ETJ. The owner would like to plat the property into one lot for residential development.

Origination:

Rhonda Garland (Owner)

Underwood Drafting and Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

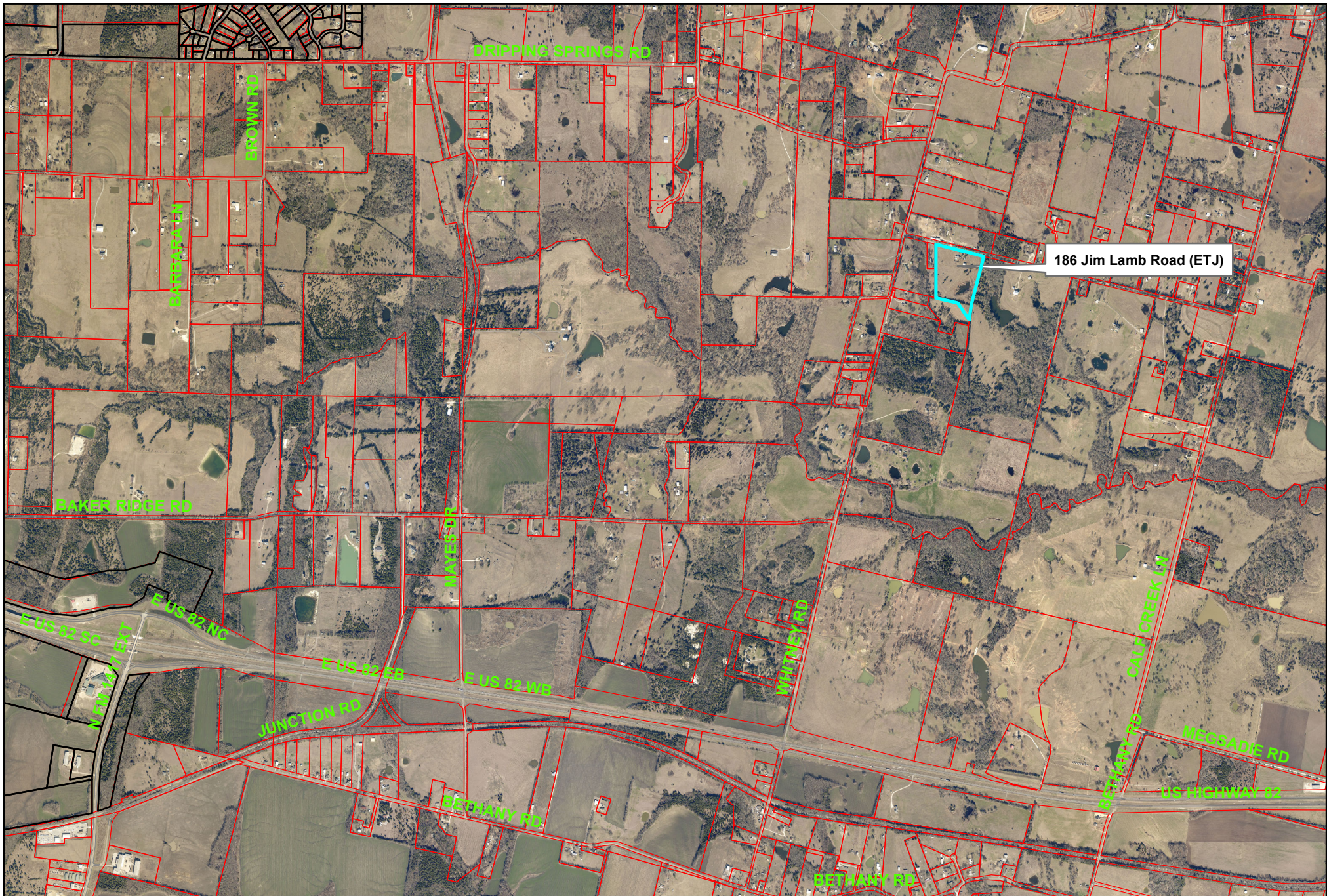
At the October 20, 2020 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Aerial Location Map
Garland Addition
Staff Review Letter
P&Z Communication



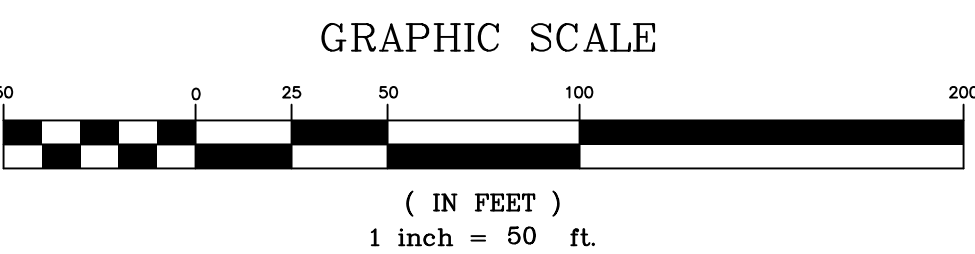
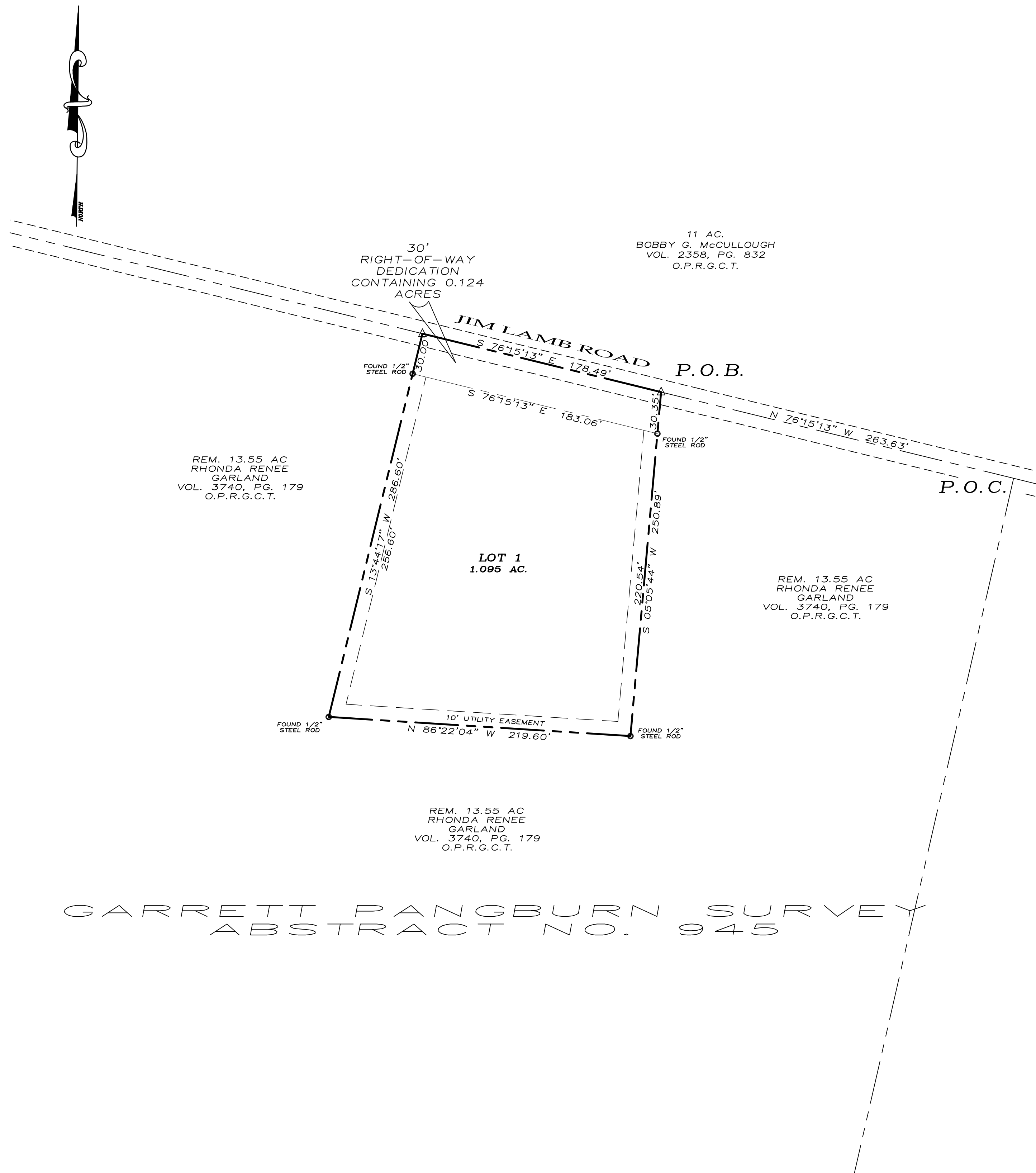
186 Jim Lamb Road (ETJ)

City of Sherman, Texas
Developmental Services Department



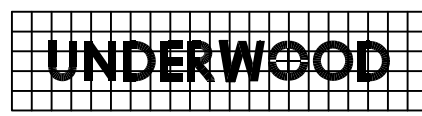
NOT TO SCALE

1 in = 2,000 ft



OWNERS/DEVELOPER
RHONDA GARLAND
186 JIM LAMB ROAD
SHERMAN, TX 75090

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



DRAFTING & SURVEYING

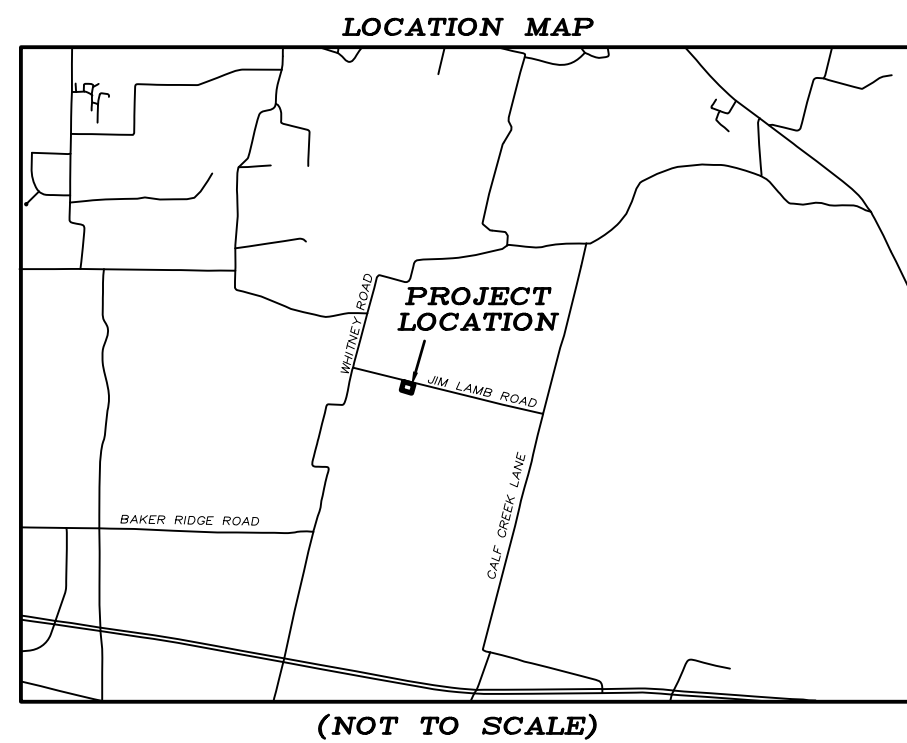
3404 INTERURBAN ROAD DENISON, TEXAS 75021

(903)465-2151

SEPTEMBER 2, 2020

FINAL PLAT GARLAND ADDITION

BEING A PART OF AN 13.55 ACRE TRACT OF LAND
CONVEYED TO RHONDA RENEE GARLAND.
RECORDED IN VOL. 3740 PG. 179
OFFICIAL PUBLIC RECORDS
GRAYSON COUNTY, TEXAS
AN ADDITION TO GRAYSON COUNTY, TEXAS
BEING 1.219 ACRES



OWNERS DEDICATION

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That I, RHONDA GARLAND being the owners of the hereinabove described property hereby adopt this plat designating said property as Garland Addition, an addition to Grayson County, Texas, and does 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 any way may endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easement strips and any public or private utility shall, at all times, have the right of ingress and egress to, from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules, regulations and resolutions of Grayson County, Texas.

WITNESS MY HAND this _____ day of _____, 2020.

RHONDA R. GARLAND

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 Rhonda R. Garland, 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 _____ day of _____, 2020.

Notary Public in and for
the State of Texas.,

CERTIFICATE OF ACCEPTANCE OF DEDICATION

The undersigned, the County Clerk of Grayson County, Texas, does hereby certify that on the _____ day of _____, 2020, that all the owners of the real property described above did execute and deliver unto the Grayson County Commissioner's Court their dedication of all streets, alleys, parks, easements, and other public areas to the public, a copy of which is affixed to the face of this plat; and the Grayson County Commissioner's Court did by appropriate minute order accept the dedication of all streets, alleys, parks, easements, and other public areas on behalf of the public.

Certified this _____ day of _____, 2020.

COUNTY CLERK
Grayson County, Texas

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Garrett Pangburn Survey, Abstract No. 945 and being a portion of the 13.55 acre tract of land conveyed to Rhonda R. Garland by deed of record in Volume 3740, Page 179, of the Official Public Records, Grayson County, Texas, and being more particularly described as follows:

Commencing at a found PK nail in the Center of Jim Lamb Road, being the Northeast corner of said 13.55 acre tract of land;

Thence North 76°15'13" West, with the Center of said Jim Lamb Road and being the North line of said 13.55 acre tract of land a distance of 263.63 feet to a set PK nail being the True Point of Beginning;

Thence the following calls and distance over and across said 13.55 acres:

South 05°05'44" West, a distance of 250.89 feet to a set 1/2" steel rod;

North 86°22'04" West, a distance of 219.60 feet to a set 1/2" steel rod;

North 13°44'17" East, a distance of 286.60 feet to a set PK nail in the center of Jim Lamb Road;

Thence South 76°15'13" East, with the center of said Jim Lamb Road a distance of 178.49 feet to the Point-of-Beginning and containing 1.219 acres of land

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

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

Douglas W. Underwood Date
Registered Professional
Land Surveyor, No. 4709

ACCEPTANCE

STATE OF TEXAS
COUNTY OF GRAYSON

KNOW ALL MEN BY THESE PRESENTS:

I, BILL MAGERS, County Judge of Grayson County, Texas do hereby certify that this Final Plat, with field notes hereon, having been fully presented to the Commissioners Court of Grayson County, Texas and by the said court duly considered, was on this day approved and the plat is authorized to be registered and recorded in the proper records of the County Clerk of Grayson County, Texas.

BILL MAGERS, County Judge Date
Grayson County, Texas

CERTIFICATE OF COMPLIANCE

The undersigned, the County Clerk of Grayson County, Texas, does hereby certify that on the _____ day of _____, 2020, the Grayson County Commissioners Court by appropriate minute order did find that this Final Plat of Garland Addition is in compliance with applicable State and County Subdivision Regulations and did approve the same for filing in the Plat Records of Grayson County, Texas.

Certified this _____ day of _____, 2020.

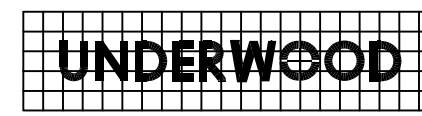
COUNTY CLERK
Grayson County, Texas

~ GENERAL NOTES ~

1. BLOCKING THE FLOW OF WATER OR CONSTRUCTION OF IMPROVEMENTS IN DRAINAGE EASEMENTS, FILLING OR OBSTRUCTION OF THE FLOODWAY, INTERFERING WITH A DRAINAGE PATTERN OR NATURAL FLOW OF SURFACE WATER IS PROHIBITED.
2. THE 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.
3. GRAYSON COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID DRAINAGE WAYS OR THE CONTROL OF EROSION.
4. GRAYSON COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.
5. THE OWNER AGREES TO COMPLY WITH ALL STATE OR FEDERAL REGULATIONS RELATING TO SUBDIVISIONS OF THIS TYPE.
6. THERE WILL BE NO LOT SALES UNTIL THE PLAT HAS BEEN APPROVED BY GRAYSON COUNTY AND FILED IN GRAYSON COUNTY PLAT RECORDS.
7. ELECTRIC SERVICE WILL BE PROVIDED BY ONCOR.
8. WATER WILL BE PROVIDED BY SOUTHWEST WATER COMPANY.
9. SEWAGE IS GOING TO BE ONSITE SEPTIC SYSTEM THAT IS APPROVED BY GRAYSON COUNTY.
10. THE SUBJECT TRACT LIES WITHIN ZONE "X" (AREAS OUTSIDE THE 100 YEAR FLOOD PLAIN) ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 48181C095 F, EFFECTIVE DATE SEPTEMBER 29, 2010.
11. THIS LOT WILL BE USED FOR RESIDENTIAL PURPOSES.

OWNERS/DEVELOPER
RHONDA GARLAND
186 JIM LAMB ROAD
SHERMAN, TX 75090

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



DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021

(903)465-2151

SEPTEMBER 2, 2020

FINAL PLAT GARLAND ADDITION

BEING A PART OF AN 13.55 ACRE TRACT OF LAND
CONVEYED TO RHONDA RENEE GARLAND.
RECORDED IN VOL. 3740 PG. 179
OFFICIAL PUBLIC RECORDS
GRAYSON COUNTY, TEXAS
AN ADDITION TO GRAYSON COUNTY, TEXAS
BEING 1.219 ACRES



STAFF REVIEW LETTER

October 12, 2020

Rhonda Garland
186 Jim Lamb Road
Sherman, TX 75090

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

Dear Applicants,

The request for approval of the Final Plat of Garland Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 20, 2020 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 with \$0.00 balance shall be furnished for the purpose of recording the plat.
3. The width of the right-of-way and pavement for streets shall be shown on the plat.
4. Show a minimum of 3 found monuments on plat for reference.
5. Show set nails on drawing as set nails.
6. Acceptance and Dedication signature blocks must be changed to City of Sherman acceptance signature blocks.
7. 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.
8. 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

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 Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wagner E. Lee

Wayne E. Lee, P.E., CFM,
Director of Engineering

cc: Robby Heston, City Manager
Rob Rae, Incoming Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Scott Shadden, Director of Development Services
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager



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

Agenda Item No. 8.

Meeting Date: 10/20/2020

Prepared by: Patsy Reeves, Developmental Services Coordinator
Scott Shadden, Director of Development Services
Rob Rae, Incoming Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Requested Action/Proposed Use:

*** 186 JIM LAMB ROAD**

The request of Rhonda Garland (Owner) and Underwood Drafting and Surveying (Surveyor) concerning the property at 186 Jim Lamb Road, being 1.219 acres in the Garrett Pangburn Survey, Abstract No. 945, as follows;

Planning and Zoning Commission

Final Plat approval of Garland Addition in the City of Sherman's Extra Territorial Jurisdiction (ETJ)

Background:

The property is located at 186 Jim Lamb Road, northeast of Sherman off Whitney Road in the City of Sherman's Extra Territorial Jurisdiction. The owner would like to plat the property into one lot for residential development.

Adjacent Zoning:

In the County

Origination:

Rhonda Garland (Owner)

Underwood Drafting and Surveying (Surveyor)

Master Plan Designation:

Not a part of the Master Plan

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Aerial Location Map

Garland Addition

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 7.

Meeting Date: 11/16/2020

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of Moran Addition, a Replat of all of Lots 10, 11 and 12 and part of Lot 9, Block 7, W. Elliott's Addition, being 0.271 acres in G. B. Pilant Survey, Abstract No. 963, also being all of Lots 10, 11, 12 and part of Lot 9, Block 7, W. Elliott's Addition, Juana and Jessica Alvarado, Owners; Moran Construction, Prospective Buyer; Luis Moran, Representative; Helvey-Wagner Surveying, Surveyor; and Jeremy W. Bullard Design Studio, LLC, Architect (623 South Maxey Street and 809 East Wells Avenue)

Issue:

To consider Replat Approval of Moran Addition, a Replat of all of Lots 10, 11 and 12 and part of Lot 9, Block 7, W. Elliott's Addition, being 0.271 acres in G. B. Pilant Survey, Abstract No. 963, also being all of Lots 10, 11, 12 and part of Lot 9, Block 7, W. Elliott's Addition, Juana and Jessica Alvarado, Owners; Moran Construction, Prospective Buyer; Luis Moran, Representative; Helvey-Wagner Surveying, Surveyor; and Jeremy W. Bullard Design Studio, LLC, Architect (623 South Maxey Street and 809 East Wells Avenue)

Background:

The property is located at 623 South Maxey Street and 809 East Wells Avenue, the northeast corner of Wells Avenue and Maxey Street. The property is zoned an R-1 (One Family Residential) District. The owners would like to Replat the property into two lots for residential development. They were approved for an exception to allow a 58' lot width, 5,370 square foot lot area on the proposed Lot 11R of Moran Addition, a Replat of all of Lots 10, 11 and 12 and a part of Lot 9, Block 7, W. Elliott's Addition at the October 20, 2020 Planning and Zoning Commission Meeting.

Origination:

Juana and Jessica Alvarado (Owners)
Moran Construction (Prospective Buyer)
Luis Moran (Representative)
Helvey-Wagner Surveying, Inc. (Surveyor)
Jeremy W. Bullard Design Studio, LLC (Architect)

Financial Consideration:

None

Staff Recommendation:

At the October 20, 2020 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Aerial Location Map
Zoning Map
Zoning Sign Photo
Moran Addition
Staff Review Letter
P&Z Communication



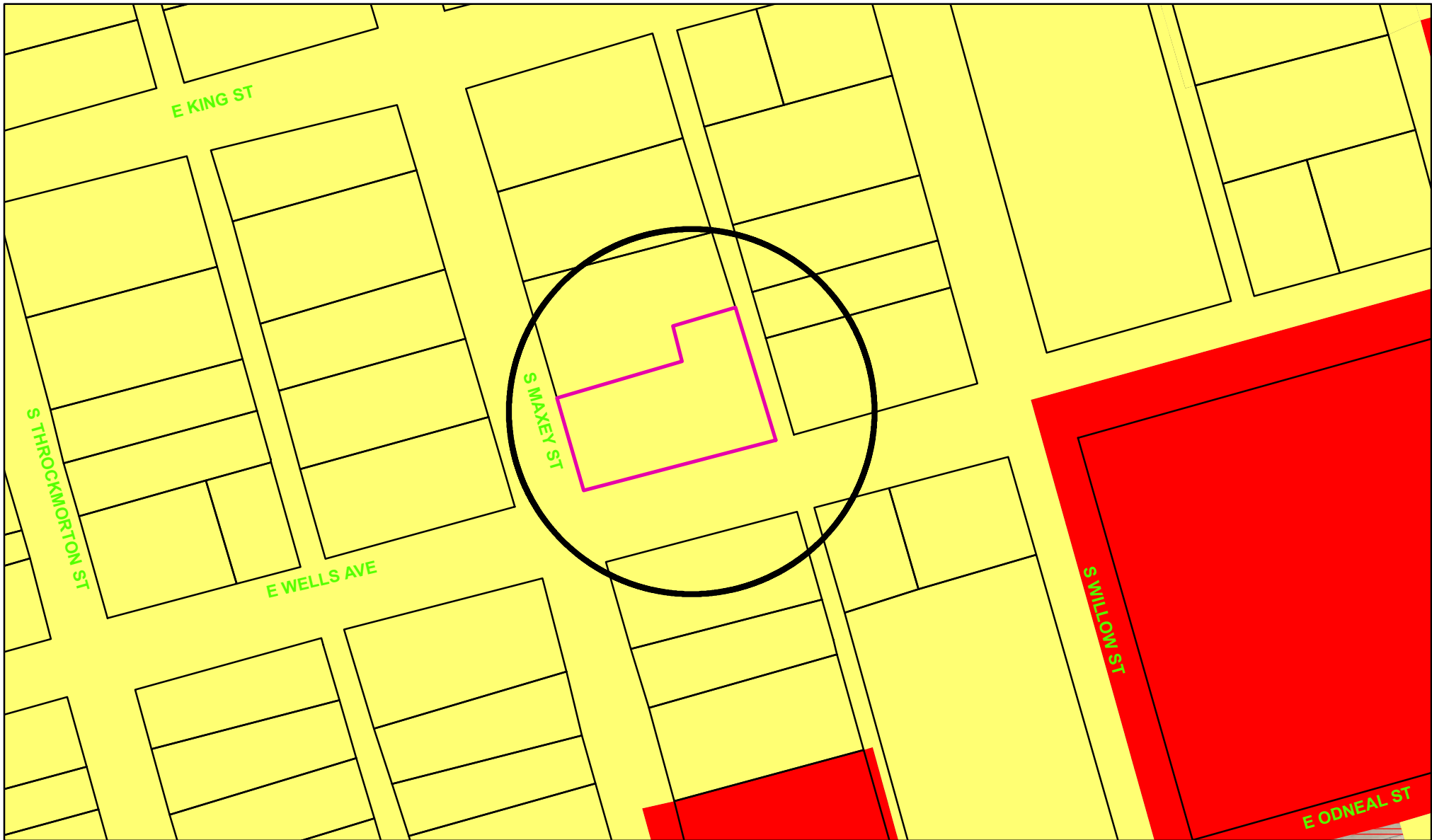
City of Sherman, Texas
Developmental Services Department

623 South Maxey Street & 809 East Wells Avenue



NOT TO SCALE

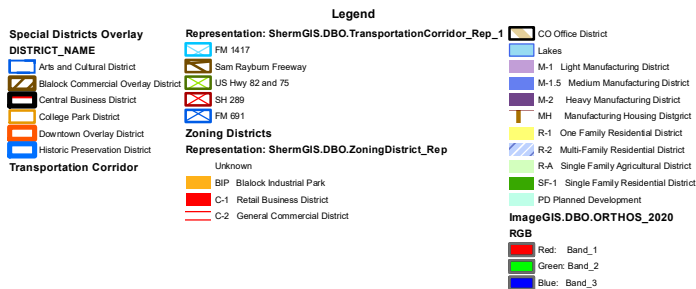
1 in = 200 ft



Zoning - 623 South Maxey Street & 809 East Wells Avenue



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

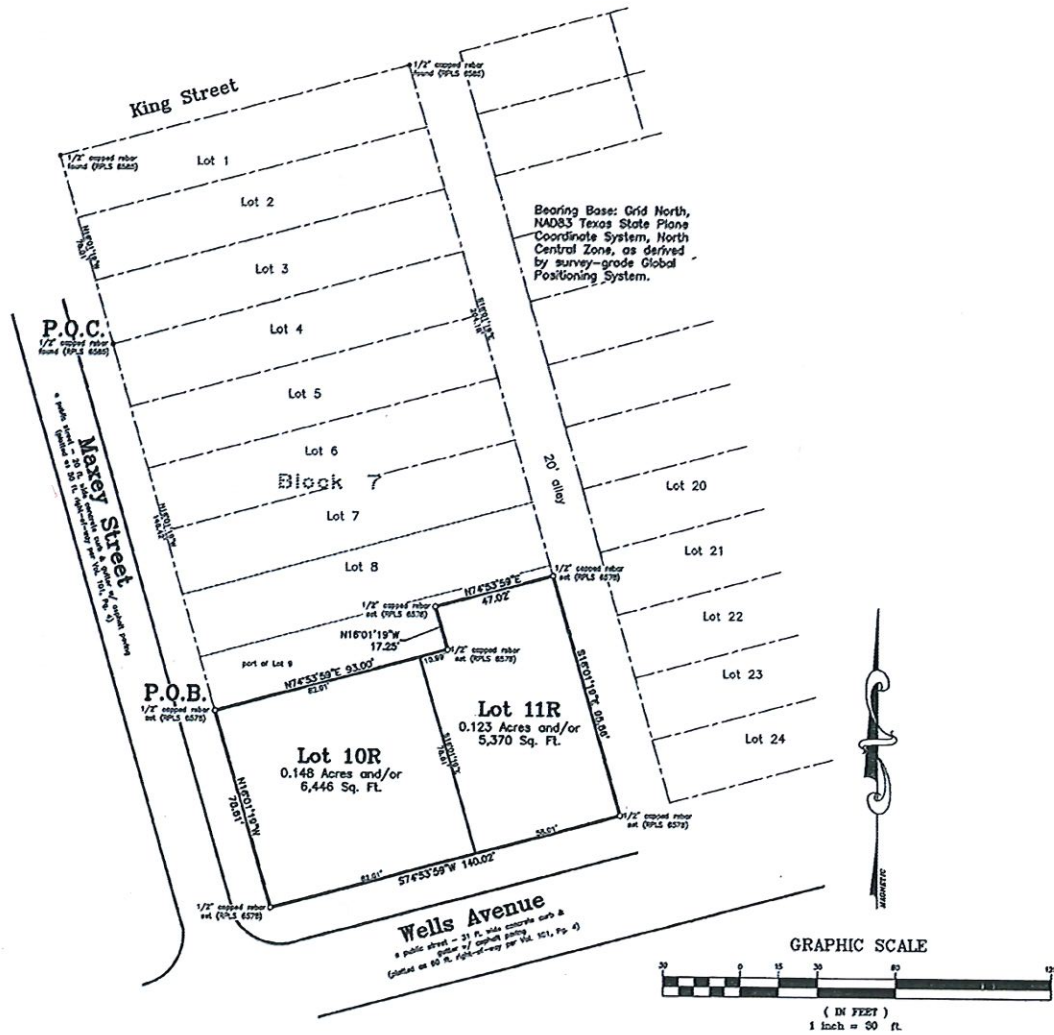
1 in = 98 ft

623 South Maxey Street



809 East Wells Avenue





Moran Addition (being a Replat of all of Lots 10, 11 and 12 and a part of Lot 9, Block 7, W. Elliott's Addition) to **City of Sherman, Texas**

0.271 Acres
 in the
G.B. Pilant Survey
Abstract No. 963

Job No. CGS800920

General Notes:

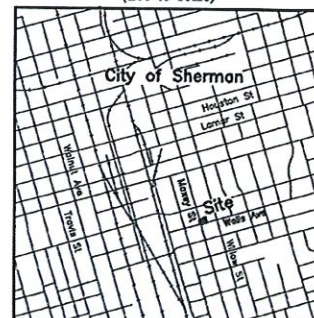
1. Water Supply to be provided by the City of Sherman.
2. Sewer service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery Co.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the roadway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat herein lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 4816100250 F Revised Date: September 23, 2010.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Job No. <Job number>

Helvey-Wagner Surveying, Inc.
 222 W. Main St., Denison, Texas 75020
 Ph (903) 463-6191 Fax (903) 463-4088
 Email: helveysurvey@comcast.net
 Texas Board of Professional Land Surveying
 Firm Registration No. 10088100

Owner:
 The Cunningham Family Trust, DTD

Vicinity Map
 (not to scale)





STAFF REVIEW LETTER

October 12, 2020

Juana Alvarado
615 S. Maxey St.
Sherman, TX 75090

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

Luis Moran
910 S. Travis St.
Sherman, TX 75090

Jeremy W. Bullard Design Studio, LLC
P.O. Box 593
Gunter, TX 75058

Dear Applicants,

The request for approval of the Final Plat of Moran Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 20, 2020 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 with \$0.00 balance 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. Sidewalk required along Maxey Street and Wells Avenue; ADA ramp required at intersection.
5. The width of the right-of-way and pavement for streets shall be shown on the plat.
6. Metes and bounds must match drawing. Point of Commencement call does not match.
7. Job No. is missing from plat.
8. Dedicate a 10' Utility Easement along Wells Avenue and Maxey Street.
9. Sewer main shall be extended per City Standard to serve Lot 10R. In lieu of extension, Private Sanitary Sewer Easement by separate instrument required across Lot 11R to serve Lot 10R with sanitary sewer. Filing information and location showing dimensions of said Easement shall be shown on plat.
10. 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.

11. 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

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 Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,



Wayne E. Lee, P.E., CFM,
Director of Engineering

cc: Robby Hefton, City Manager
Rob Rae, Incoming Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney
Scott Shadden, Director of Development Services
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager



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

Agenda Item No. 17.

Meeting Date: 10/20/2020

Prepared by: Patsy Reeves, Developmental Services Coordinator
Scott Shadden, Director of Development Services
Rob Rae, Incoming Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Requested Action/Proposed Use:

623 SOUTH MAXEY STREET & 809 EAST WELLS AVENUE

The request of Juana & Jessica Alvarado (Owners), Moran Construction (Prospective Buyer), Luis Moran (Representative), Helvey-Wagner Surveying (Surveyor) and Jeremy W. Bullard Design Studio, LLC (Architect) concerning the property at 623 South Maxey Street and 809 East Wells Avenue, being a part of the G. B. Pilant Survey, Abstract No. 963, also being all of Lots 10, 11, 12 and part of Lot 9, Block 7, W. Elliott's Addition, as follows:

Board of Adjustments

Exception under Ordinance No. 2280, Section 6.2, Subsection (1) to allow a 58' lot width, 5,370 square foot lot area in lieu of the required 60' lot width, 6,000 square foot for a residential dwelling on the proposed Lot 11R, Moran Addition, being a Replat of all of Lots 10, 11 & 12 and a part of Lot 9, Block 7, W. Elliott's Addition in an R-1 (One-Family Residential) District.

Planning and Zoning Commission

Replat approval of Moran Addition, a Replat of all of Lots 10, 11 and 12 and a part of Lot 9, Block 7, W. Elliott's Addition.

Background:

The property is located at 623 South Maxey Street and 809 East Wells Avenue, the northeast corner of Wells Avenue and Maxey Street. The property is zoned an R-1 (One Family Residential) District. The owner is would like to Replat the property into two lots for residenital development. They are requesting an exception to allow a 58' lot width, 5,370 square foot lot area on the proposed Lot 11R of Moran Addition, a Replat of all of Lots 10, 11 & 12 and a part of Lot 9, Block 7, W. Elliott's Addition.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Juana & Jessica Alvarado (Owners)
Moran Construction (Prospective Buyer)
Luis Moran (Representative)
Helvey-Wagner Surveying (Surveyor)
Jeremy W. Bullard Design Studio, LLC (Architect)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

161

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Moran Addition
Site Plan
Building Elevations
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

K. 1.

Meeting Date: 11/16/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Airport Advisory Board (3)

Issue:

Terry Norman Thomas and Michael McLendon's terms on the Airport Advisory Board expired on October 8, 2020; and Danny Smith's term expired on October 22, 2020. All are eligible and wish to be reappointed. We also have applications from Michael Tucker, Keith Nicholas Frank, and Randy Workman.

Background:

The Airport Advisory Board was created in 2019 and acts in an advisory capacity to the City Council to review current fees and charges for the airport, T-hangar rentals and related airport services, and to advise the Council of any recommended changes. They review the airport rules, regulations and operations, and recommend changes to the City Council. They also make recommendations as to how best to manage and operate the airport facilities, to maximize both cost savings to the City and improvement to general aviation. They advise on short and long range airport planning for grounds, buildings, and runway upkeep.

Origination:

The reappointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

It is recommended that the City Council reappoint Terry Norman Thomas, Michael McLendon, and Danny Smith to the Airport Advisory Board.

Alternatives:

The Council could choose not to make appointments to the Sherman Municipal Airport Advisory Board.

Attachments

Roster

Fact Sheet

Applicant List

Terry Norman Thomas Reappointment Letter

Michael McLendon Reappointment Letter

Danny Smith Reappointment Letter

Michael Tucker Application

Keith Nicholas Frank Application

Randy Workman Application

MEMBERSHIP ROSTER

AIRPORT ADVISORY BOARD

LENGTH OF TERMS: TWO YEARS
Ord. 6239 Consecutive Term Limit Two Terms

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Bob Nunn	1	A 10/8/2019	10/8/2021	1	
Ross Richardson	1	A 10/8/2019	10/8/2021	1	
Brad Hodge	1	A 10/22/2019	10/22/2021	1	
Mary Lawrence	n/a	A 10/8/2019	10/8/2021	1	
Terry Norman Thomas	n/a	A 10/8/2019	10/8/2020	1	
Michael McLendon	n/a	A 10/8/2019	10/8/2020	1	
Danny Smith	2	A 10/22/2019	10/22/2020	1	

NOTE: Ord. 6239 – All members must live in Grayson County and at least 3 members must live inside City of Sherman

Note:

Chairman –

CITY STAFF: Kevin Winkler, Manager
Revised 10/22/2019

FACT SHEET

AIRPORT ADVISORY BOARD

Established by ORDINANCE 6239 – AUGUST 19, 2019

1. Number of Members: SEVEN
2. Term of Appointment: TWO YEARS
3. Consecutive Term Rule: ORDINANCE 6239 – TERM LIMIT – MAXIMUM OF TWO SUCCESSIVE TERMS; ELIGIBLE FOR REAPPOINTMENT AFTER AT LEAST ONE YEAR ABSENCE
4. Qualifications for Membership: ALL MEMBERS MUST LIVE IN GRAYSON COUNTY AND AT LEAST THREE MUST LIVE IN THE CORPORATE LIMITS OF THE CITY OF SHERMAN
5. Appointed by: CITY COUNCIL
6. Board Organization

CHAIRPERSON E VICE CHAIRPERSON SECRETARY E
ELECTED E APPOINTED
7. Departmental Responsibility: PUBLIC WORKS MANAGER
8. Meeting Date: NO SET DATE – MEET AS CALLED BY CHAIRMAN
9. Attendance Requirements: NO RULE

=====

PURPOSE:

The board shall act in an advisory capacity to the City Council.

RESPONSIBILITIES:

They shall review current fees and charges for the airport, T-hangar rentals, and related airport services and recommend changes to the City Council. They shall review airport rules, regulations, and operations, and recommend changes. They shall review and recommend how best to manage and operate the Municipal Airport facilities so as to maximize both cost savings to the City and improvement to general aviation. They shall advise the City Council on short and long range airport planning for grounds, buildings, and runway upkeep. They shall provide other airport advisory functions as may be directed by the City Council.

APPLICANT LIST
AIRPORT ADVISORY BOARD

Positions Vacant 3

Applicant	Address	District	Qualifications
Terry Norman Thomas	325 Newport Dr. Van Alstyne	n/a	Current Member; Wishes to be Reappointed
Michael McLendon	403 N. Union St. Whitesboro	n/a	Current Member; Wishes to be Reappointed
Danny Smith	3824 Melrose Trail	2	Current Member; Wishes to be Reappointed
Michael Tucker	51 Courtney Circle Pottsboro	n/a	Texoma Destinations
Keith Nicholas Frank	44 Fawn Hollow Circle Denison	n/a	United Airlines
Randy Workman	3312 FM 1897 Bells	n/a	Senior Living Properties

COMMENTS:

Note:

- All members must live in Grayson County and at least three members must live in the corporate limits of the City of Sherman

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

September 25, 2020

Terry Norman Thomas
325 Newport Dr.
Van Alstyne, Texas 75495



RE: Airport Advisory Board

Dear Mr. Thomas:

Your term on the Airport Advisory Board expires on October 8, 2020. 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: Terrence Steele, Assistant City Manger

☒

I do wish to be considered for reappointment to this board

☐

I do not wish to be considered for reappointment to this board

Terrence Steele

Signature

10/5/20

Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

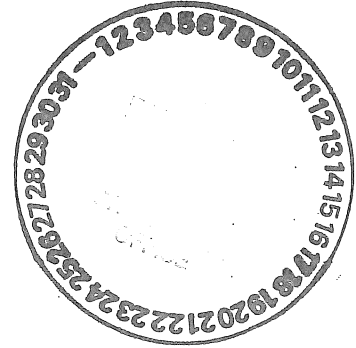
PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394

September 25, 2020

Michael McLendon
403 N. Union St.
Whitesboro, Texas 76273



RE: Airport Advisory Board

Dear Mr. McLendon:

Your term on the Airport Advisory Board expires on October 8, 2020. 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: Terrence Steele, Assistant City Manger

☒

I do wish to be considered for reappointment to this board

☐

I do not wish to be considered for reappointment to this board

Michael McLendon
Signature

10-4-2020
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

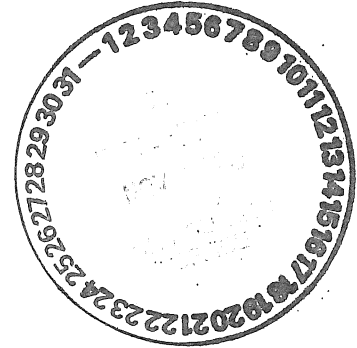
PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394

September 25, 2020

Danny Smith
3824 Melrose Trail
Sherman, Texas 75090



RE: Airport Advisory Board

Dear Mr. Smith:

Your term on the Airport Advisory Board expires on October 22, 2020. 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: Terrence Steele, Assistant City Manger

X

I do wish to be considered for reappointment to this board

I do not wish to be considered for reappointment to this board

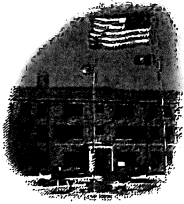
Signature

Danny Smith

Date

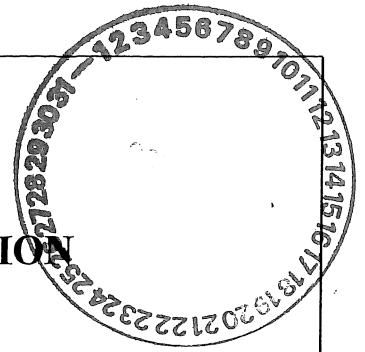
10-22-20

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Michael Tucker

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Sherman Municipal Airport Advisory Board

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 51 Courtney Cir, Pottsboro, TX 75076

Mailing Address: _____

Telephone: 310.990.5188 Fax: _____

E-Mail: michael.tucker@me.com

Sherman Resident for 1 years County: Grayson

Drivers License No.: 35891478

Voter Registration No.: 1219975158 ✓

Occupational Information

Business Name: Texoma Destinations

Occupation: General Manager

Address: 21 Tackle Box Dr. Pottsboro, TX 75076

Telephone: 903.786.4401 Fax: _____

E-Mail: michael@texomadestinations.com

Which Council District do you live in? (see attached map) 1/4 ✓

Prior work experience: (please include dates)

Owner/Mgr at Texoma Destinations since I moved to the area in 2010. Prior to that,
music business from 1996-2009

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1994

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: Fall Sail University ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - No

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I am an instrument-rated private pilot with a passion for aviation. I believe SWI has a great deal of untapped potential and feel like my knowledge of airport operations and general aviation could help steer the growth.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

- 1) Growth - There are two main areas that an airport needs for sustainability. The #1 issue is the ability to attract transient aircraft operations by providing parking, affordable A/GCs, and services such as shuttling, courtesy transportation, and facilities. This serves Sherman with multiple sources of revenue. The second area is growing the number of options for full-time aircraft storage (more hangars) which in turn creates a vibrant community around the airport and local area.
- 2) Marketing - How to reach the types of folks mentioned in above. An aggressive plan needs to be developed to attract both transient & full-time aircraft. Why stop at SWI? Why build/buy a hangar at SWI? Who is the market? What channels are effective? How does it benefit Sherman?
- 3) Development - Beyond the proposed Hangar-Home Community, what else needs to be developed to help grow the airport (terminal building, hangars, services, etc). What is an effective use of land? What other potential exists beyond the current boundaries.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

IFR-Rated Private Pilot, VAS - Rated Pilot. Knowledge of Business Development in all phases from inception through construction and operations. Marketing Experience

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No
Comments: _____

Statement of Intent

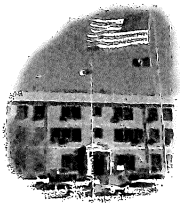
I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____

Date: _____

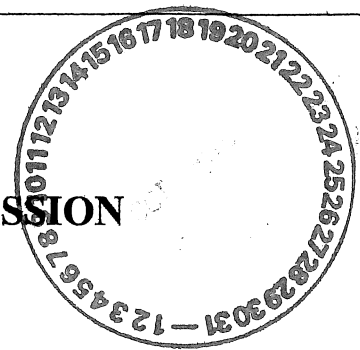
In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Keith Nicholas Frank

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Aviation / Aeronautics

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 44 Fawn Hollow Circle Denison, TX 75020
Mailing Address: Same as above.
Telephone: (928) 533-9529 Fax: N/A
E-Mail: FRANK3B8@GMAIL.COM
Sherman Resident for 01 years County: Grayson
Drivers License No.: TX 45121854
Voter Registration No.: Pending

Occupational Information

Business Name: United Airlines
Occupation: Pilot
Address: 233 S. Wacker Dr. Chicago, IL 60606
Telephone: 877-825-3729 Fax: N/A
E-Mail: Keith.Frank@United.com

Which Council District do you live in? (see attached map) 04 n/a

Prior work experience: (please include dates)

Lifeguard-KF Soccer Referee 1997-2001, EGRSO. Boy Scout Camp Archery Director 1998-2002, Lifeguard ERAU 2002-2004
EMT/Paramedic Lifeline Ambulance 2004-2010, Paramedic Saudi Arabia 2010-2011, Adjunct Faculty
EMT/Paramedic instructor/Examiner 2004-2011, Comair First Officer 2007-2008, Schubach Aviation 2008
Flight Instructor North Air Inc, 2007-2011, Compass Airlines 2011-2016, Captain Instructor trainer, United Airlines
Educational Achievement: First Officer 2016-Present,

High School Graduate? ☒ Yes ☐ No Year (Graduated/Left School)? 2002

Business College, Correspondence School, Adult Education, Other?

Name of College/University: Embry-Riddle Aeronautical University ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Fire Fighter Houston County TN 2012-2019, Airline Pilots Association, Pilot Assistance
2012-Present, Boy Scouts of America 1992-2002, Big Brothers/Big Sisters 2002-2007

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

N/A

Taxes - No

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? N/A

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I believe that our community is growing, and aviation should play an essential yet safe role in accessibility to our area.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Growth. The local area is growing, and it is important to center all decisions around safety. Both the aviation community, and local residents need their interests expressed, analyzed, and included.

2) Promotion. Advertisement and appropriate growth strategies to local businesses can generate a feedback cycle of services. The more services, facilities, hangars, and space that can be offered, will generate further interest.

3) Transparency. Communities throughout the world, United States, and Texas are demanding transparency of their elected/appointed officials. I would like to be a part of that trend that includes accountability to constituents.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

(ATP) Airline Transport Pilot rating, Certified Flight Instructor (CFI, CFII, MEI), Certified Emergency Paramedic, Extensive communications training, Air Force Officer (ROTC) program.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

None

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: New commission (Reactivation)

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Mark Frank

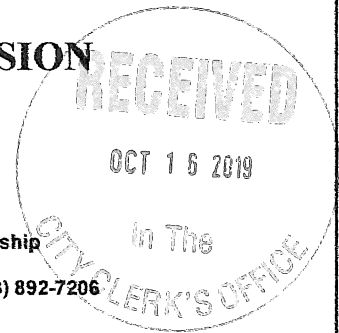
Date: 9 October 2019

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION
MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: RANDY C. WORKMAN
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission: AIRPORT ADVISORY BOARD

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Home Address: 3312 FM 1897 BELLS TX
Mailing Address: SAME
Telephone: 903-436-3845 Fax: _____
E-Mail: rworkman@qtc.net
Sherman Resident for 20 years County: 55 YRS.
Drivers License No.: 07357572
Voter Registration No.: 1024932631 V

Business Name: SENIOR LIVING PROPERTIES
Occupation: CONSTRUCTION MANAGER
Address: 1300 S. UNIVERSITY DR. FT WORTH
Telephone: 903-436-3845 Fax: NA
E-Mail: randy.workman@slpops.com

Which Council District do you live in? (see attached map) n/a

Prior work experience: (please include dates)
SLP - 2018 - PRESENT - COTTER & SONS 2015-2016 - VERIZON 1977-2015

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1972
Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: SOUTHERN OKLAHOMA STATE U. ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

PROJECT MANAGEMENT INSTITUTE - VP FINANCE 1999-2005 / PRESIDENT BELLS ISD BOARDS 1992-2007
CIVIL AIR PATROL - 2004-PRESENT / ANGEL FLIGHT 2011-CURRENT

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

NA

Taxes - No

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? NA

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?
MY PASSION FOR AVIATION, I HAVE SERVED ON A FEW BOARDS AND UNDERSTAND HOW THEY WORK. I HAVE A LOT OF UPPER LEVEL MANAGEMENT EXPERIENCE AND A DESIRE TO SEE THE AIRPORT SUCCEED BRINGING IN REVENUE FOR THE CITY & THE AIRPORT TO IMPROVE TO ATTRACT BUSINESS.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) DEVELOPMENT ENCRoACHMENT - ENSURE THOSE THAT DESIRE TO DEVELOPE THE SURROUNDING AREA REALIZE THAT FOR AN AIRPORT TO OPERATE SAFELY THERE IS A NEED TO RESTRICT THE HEIGHT OF ANY STRUCTURE AS THINGS ARE BUILT CLOSER TO THE AIRPORT. THERE IS A CERTAIN AMOUNT OF NOISE THAT TRAFFIC WILL GENERATE.

2) DEVELOPMENT OF NEW HANGARS - THIS WILL GENERATE NEW REVENUE

3) ENCOURAGE A COMPANY TO OPEN A FBD TO SERVE PILOTS AS THEY HAVE A NEED. ENCOURAGE A RESTAURANT TO OPEN BETWEEN FIRE STATION AND HANGARS TO PROVIDE FOOD AND AN OPPORTUNITY FOR LOCALS TO COME OUT AND WATCH AIRPLANES TAKING OFF & LANDINGS

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

HE HAVE A PILOTS LICENSE & A DRONE PILOTS LICENSE - CERTIFIED PROJECT MANAGER - I OVER SEE MAINTENANCE & CONSTRUCTION PROJECTS AS MY CURRENT JOB - GET ALONG WELL WITH OTHERS @

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

NONE

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No

Comments: I UNDERSTAND THIS IS A NEW BOARD

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Randy C. Workman

Date: 14 OCT 19

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLARK COUNTY, TEXAS



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

K. 2.

Meeting Date: 11/16/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Council Audit Committee (3)

Issue:

Mayor David Plyler, Council Member Shawn Teamann, and Council Member Daron Holland currently serve on the Council Audit Committee. Their terms expire in November 2020.

Background:

The Council Audit Committee assists the Council and staff in the review of the audit reports filed by the independent auditor and provides input on the selection of external auditors. They also provide recommendations to the rest of the Council on technical accounting issues.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Council Audit Committee.

Alternatives:

The alternative is to delay the appointment of members to this Committee.

Attachments

Roster

Fact Sheet

MEMBERSHIP ROSTER

COUNCIL AUDIT COMMITTEE

LENGTH OF TERMS: 1 YEAR

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	A 11/18/2014	11/2015	1	Council Member
		R 12/8/2015	11/2016	2	
		R 11/21/2016	11/2017	3	
		R 11/21/2017	11/2018	4	
		R 11/19/2018	11/2019	5	
		R 11/19/2019	11/2020	6	
Daron Holland	4	A 11/21/2017	11/2018	1	Council Member
		R 11/19/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
Shawn Teamann	1	A 11/21/2016	11/2017	1	Council Member
		R 11/21/2017	11/2018	2	
		R 11/19/2018	11/2019	3	
		R 11/19/2019	11/2020	4	

NOTE: Council Member's appointment expires at end of one year.

FACT SHEET

COUNCIL AUDIT COMMITTEE

Established by RESOLUTION 2790 – DECEMBER 23, 1991

1. Number of Members: THREE (3)
2. Term of Appointment: ONE YEAR
3. Consecutive Term Rule: NO RULE
4. Qualifications for Membership: COUNCIL MEMBER WITH KNOWLEDGE OF ACCOUNTING AND/OR BUSINESS MANAGEMENT
5. Appointed by: MAYOR AND CITY COUNCIL MEMBERS
6. Board Organization
CHAIRPERSON ____ VICE CHAIRPERSON ____ SECRETARY ____
ELECTED ____ APPOINTED ____
7. Departmental Responsibility: CITY MANAGER & DIRECTOR OF FINANCE
8. Meeting Date: AS CALLED
9. Attendance Requirements: NONE

=====

RESPONSIBILITIES:

Audit Committee will assist Council and staff in the review of the audit papers filed by the independent auditor; provide input on the selection of external auditors; and provide recommendations to the rest of the Council on technical accounting issues.

DUTIES:

Provide input on the selection of external auditors;
Review audit reports;
Provide recommendations to Council on technical accounting matters;
Review the justification for internal audit functions;
All other accounting and financial reviews as directed by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

K. 3.

Meeting Date: 11/16/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Investment Committee (2)

Issue:

Council Member Pam Howeth and Council Member Sandra Melton currently serve on the City's Investment Committee. Their terms expire in November 2020.

Background:

The Investment Committee provides guidance on investment matters for the City and annually approves updates to the Investment Policy and the list of authorized brokers and dealers. The Committee also reviews the Quarterly Investment Reports.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Investment Committee.

Alternatives:

The alternative is to delay the appointment of members to this Committee.

Attachments

Roster

MEMBERSHIP ROSTER

CITY OF SHERMAN
INVESTMENT COMMITTEE

LENGTH OF TERMS:
Term of Elected Office

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Sandra Melton	1	A 11/20/2018 R 11/19/2019	11/2019 11/2020	1 2	Council Member
Pam Howeth	3	U 8/1/2016 R 11/22/2016 R 11/21/2017 R 11/20/2018 R 11/19/2019	11/2016 11/2017 11/2018 11/2019 11/2020	0 1 2 3 4	Council Member
INVESTMENT COMMITTEE SHALL CONSIST OF THE FOLLOWING CITY OFFICIALS:					
Robby Hefton				NA	City Manager

NOTE: Council Member's appointment expires at end of term of elected office.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

K. 4.

Meeting Date: 11/16/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Reinvestment Committee (2)

Issue:

Deputy Mayor Willie Steele and Council Member Josh Stevenson currently serve on the City's Tax Reinvestment Committee. Their terms expire in November 2020.

Background:

The mission of the Tax Reinvestment Committee is to promote the economic development of Sherman and the Grayson County area by serving as the review point for the tax reinvestment process.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Reinvestment Committee.

Alternatives:

The alternative is to delay the appointment of members to this Committee.

Attachments

Roster

MEMBERSHIP ROSTER

TAX REINVESTMENT COMMITTEE

LENGTH OF TERMS: One Year per By-Laws

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Josh Stevenson	2	A 11/21/2017	11/2018	1	Sherman Council Member Voting Member
		R 11/20/2018	11/20/2019	2	
		R 11/19/2019	11/2020	3	
Willie Steele	1	A 11/21/2017	11/2018	1	Sherman Council Member Voting Member
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	

NOTE: Two (2) Council Members are appointed to this committee.

There are also two Grayson County Members, two Grayson College Members, and two SISD Members
Both SISD Members are Non-Voting Members and are eligible to vote for chairman only



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

K. 5.

Meeting Date: 11/16/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Increment Financing Board #1 (3)

Issue:

Mayor David Plyler, Council Member Shawn Teamann, and Council Member Sandra Melton currently serve on the City's Tax Increment Financing Board #1. Their terms expire in November 2020.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number One. TIF Zone Number One incorporates essentially all of the Sherman Town Center, on the west side of U.S. Highway 75 and south of Loy Lake Road.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #1.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments

Roster

Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #1

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Sandra Melton	1	A 11/20/2018 R 11/19/2019	11/2019 11/2020	1 2	Council Member
Shawn Teamann	1	A 11/22/2016 R 11/21/2017 R 11/20/2018 R 11/19/2019	11/2017 11/2018 11/2019 11/2020	1 2 3 4	Council Member
David Plyler	4	A 11/22/2011 R 11/20/2012 R 11/19/2013 R 11/18/2014 R 12/8/2015 R 11/22/2016 R 11/21/2017 R 11/20/2018 R 11/19/2019	11/2012 11/2013 11/2014 11/2015 11/2016 11/2017 11/2018 11/2019 11/2020	1 2 3 4 5 6 7 8 9	Council Member
Robby Hefton	n/a				City Manager
Mary Lawrence	n/a				Finance Director

NOTE:

FACT SHEET

TAX INCREMENT FINANCING BOARD #1

Established by ORDINANCE 5095 – JANUARY 20, 2003

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number One.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

K. 6.

Meeting Date: 11/16/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Increment Financing Board #2 (3)

Issue:

Mayor David Plyler, Council Member Pam Howeth and Council Member Daron Holland currently serve on the City's Tax Increment Financing Board #2. Their terms expire in November 2020.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number Two. TIF Zone Number Two is comprised of the Central Business District and an area to the north of the district.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #2

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments

Roster

Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #2

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Pam Howeth	3	A 11/21/2017 R 11/20/2018 R 11/19/2019	11/2018 11/2019 11/2020	1 2 3	Council Member
Daron Holland	4	A 11/21/2017 R 11/20/2018 R 11/19/2019	11/2018 11/2019 11/2020	1 2 3	Council Member
David Plyler	4	A 11/22/2011 R 11/20/2012 R 11/19/2013 R 11/18/2014 R 12/8/2015 R 11/22/2016 R 11/21/2017 R 11/20/2018 R 11/19/2019	11/2012 11/2013 11/2014 11/2015 11/2016 11/2017 11/2018 11/2019 11/2020	1 2 3 4 5 6 7 8 9	Council Member
Robby Hefton	n/a				City Manager
Mary Lawrence	n/a				Finance Director

NOTE:

FACT SHEET

TAX INCREMENT FINANCING BOARD #2

Established by ORDINANCE 5347 – NOVEMBER 7, 2005

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Two.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

K. 7.

Meeting Date: 11/16/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Increment Financing Board #3 (3)

Issue:

Mayor David Plyler, Council Member Pam Howeth and Council Member Josh Stevenson currently serve on the City's Tax Increment Financing Board #3. Their terms expire in November 2020.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number Three. TIF Zone Number Three is comprised of the Sherman Commons development and portions of Loy Lake Road.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #3.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments

Roster

Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #3

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Josh Stevenson	2	A 11/20/2018 R 11/19/2019	11/2019 11/2020	1 2	Council Member
Pam Howeth	3	A 11/22/2016 R 11/21/2017 R 11/20/2018 R 11/19/2019	11/2017 11/2018 11/2019 11/2020	1 2 3 4	Council Member
David Plyler	4	A 11/22/2011 R 11/20/2012 R 11/19/2013 R 11/18/2014 R 12/8/2015 R 11/22/2016 R 11/21/2017 R 11/20/2018 11/19/2019	11/2012 11/2013 11/2014 11/2015 11/2016 11/2017 11/2018 11/2019 11/2020	1 2 3 4 5 6 7 8 9	Council Member
Robby Hefton	n/a				City Manager
Mary Lawrence	n/a				Finance Director

NOTE:

FACT SHEET

TAX INCREMENT FINANCING BOARD #3

Established by ORDINANCE 5424 – NOVEMBER 6 , 2006

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Three.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

K. 8.

Meeting Date: 11/16/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Increment Financing Board #5 (3)

Issue:

Mayor David Plyler, Council Member Shawn Teamann, and Council Member Josh Stevenson currently serve on the City's Tax Increment Financing Board #5. Their terms expire in November 2020.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number Five. TIF Zone Number Five is located at the northwest intersection of U.S. Highway 75 and F.M. 1417 (Heritage Parkway), and is known as Sherman Crossroads.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #5.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments

Roster

Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #5

LENGTH OF TERMS:

Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	A 5/2/2017 R 11/21/2017 R 11/20/2018 R 11/19/2019	11/2017 11/2018 11/2019 11/2020	1 2 3 4	Mayor
Josh Stevenson	2	A 11/20/2018 R 11/19/2019	11/2019 11/2020	1 2	Council Member
Shawn Teamann	1	A 5/2/2017 R 11/21/2017 R 11/20/2018 R 11/19/2019	11/2017 11/2018 11/2019 11/2020	1 2 3 4	Council Member
Robby Hefton	n/a				City Manager

NOTE:

FACT SHEET

TAX INCREMENT REINVESTMENT ZONE BOARD #5

Established by ORDINANCE 6010 – FEBRUARY 20, 2017

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Five.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

K. 9.

Meeting Date: 11/16/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Increment Financing Board #6 (3)

Issue:

Mayor David Plyler, Council Member Josh Stevenson and Council Member Pam Howeth currently serve on the City's Tax Increment Financing Board #6. Their terms expire in November 2020.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number Six. TIF Zone Number Six is located south of the intersection of U.S. Highway 75 and F.M. 691.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #6.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments

Roster

Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #6

LENGTH OF TERMS:

Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	A 5/2/2017 R 11/21/2017 R 11/20/2018 R 11/19/2019	11/2017 11/2018 11/2019 11/2020	1 2 3 4	Mayor
Pam Howeth	3	A 5/2/2017 R 11/21/2017 R 11/20/2018 R 11/19/2019	11/2017 11/2018 11/2019 11/2020	1 2 3 4	Council Member
Josh Stevenson	2	A 11/21/2017 R 11/20/2018 R 11/19/2019	11/2018 11/2019 11/2020	1 2 3	Council Member
Robby Hefton	n/a				City Manager

NOTE:

FACT SHEET

TAX INCREMENT REINVESTMENT ZONE BOARD #6

Established by ORDINANCE 6011 – FEBRUARY 20, 2017

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER SIX
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Six.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

K. 10.

Meeting Date: 11/16/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Increment Financing Board #7 (3)

Issue:

Mayor David Plyler, Council Members Pam Howeth and Council Member Daron Holland currently serve on the City's Tax Increment Financing Board #7. Their terms expire in November 2020.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number Seven. TIF Zone #7 encompasses the southeast corner of U.S. Highway 75 and F.M. 1417, includes approximately 300 acres, and includes the Legacy Village and Bel Air Village developments.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #7.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments

Roster

Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #7

LENGTH OF TERMS:

Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	A 12/5/2017	11/2018	1	Mayor
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
Pam Howeth	3	A 12/5/2017	11/2018	1	Council Member
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
Daron Holland	4	A 12/5/2017	11/2018	1	Council Member
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
Robby Hefton	n/a				City Manager

NOTE:

FACT SHEET

TAX INCREMENT REINVESTMENT ZONE BOARD #7

Established by RESOLUTION 6301 – NOVEMBER 20, 2017

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER SEVEN
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Seven.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 11/16/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2020 Council Calendar

2020

JANUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

MARCH						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1/20/2020	Martin Luther King, Jr. Day/Called City Council Meeting on 1/21/2020
2/12/2020	Called Council Meeting - Training Session for Council Members
3/30/2020	Called Council Meeting - Intro and PH of Ordinance No. 6288, Extending Declaration of Public Health Disaster Indefinitely and Other Matters related to COVID-19
4/6/2020	City Council Meeting - Cancelled
6/25/2020	Called Budget Workshop in the Municipal Ballroom - Rescheduled
6/26/2020	Called Budget Workshop in the Municipal Ballroom - Rescheduled
9/7/2020	Labor Day/Called City Council Meeting on 9/8/2020

9/11/2020	Called Joint Meeting of City Council and SEDCO Board in the Sherman Municipal Ballroom
11/2/2020	City Council Meeting - Cancelled