

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, NOVEMBER 7, 2016
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER PAMELA L. HOWETH**
- A. 3. INVOCATION BY COUNCIL MEMBER PAMELA L. HOWETH**
- A. 4. APPROVE MINUTES OF THE CALLED JOINT MEETING WITH THE SHERMAN MAIN STREET ADVISORY BOARD OF OCTOBER 12, 2016, AND THE REGULAR CITY COUNCIL MEETING OF OCTOBER 17, 2016**

Special Presentations

- B. 1. SPECIAL RECOGNITION**
Recognizing Dr. Brandy Fair and her Grayson College Honors Students for a Project Presented at the 2016 National Collegiate Honors Council Annual Conference in Seattle, Washington during October 12-16, 2016

Proclamations

- C. 1. PROCLAMATION**
"National Hospice and Palliative Care Month" – November 2016
- C. 2. PROCLAMATION**
"Municipal Court Week" – November 7-11, 2016

Public Hearing

- D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5992**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District in the 1700 Block of West U.S. Highway 82, being 1.364 acres in the Uriah Burns Survey, Abstract No. 121 (TPJ Properties, LTD, Owners; SDB Partners, LLC, Prospective Buyers; and Teague, Nall & Perkins, Inc., Engineer/Architect/Surveyor)

- D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5993**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 701 East Lamberth Road, being 0.242 acres in the J.B. McAnair Survey, Abstract No. 763, also being Part of Lot 1, Block 2, Dr. J.H. Carraway's Addition (John Mabary, Owner; and David Baca Studio, LLC, Architect)

Close Public Hearing and Consider Adoption of Ordinances

- D. 3. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers: 5992 and 5993
- D. 4. CONSENT AGENDA**
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

- E. 1. RESOLUTION NO. 6153**
Authorizing Execution of an Agreement with Los Hermanos Partnership, LLC, a Texas Limited Liability Company, under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 100 North Travis Street
- E. 2. RESOLUTION NO. 6154**
Accepting the Contract with PC Contractors, LLC as Complete for Construction of the Sand Creek Sewer North Branch Project
- E. 3. * RESOLUTION NO. 6155**
Accepting the Contract with Lynn Vessels Construction Company, LLC as Complete for Construction of the Eastside Outfall Return Sewer Project
- E. 4. * RESOLUTION NO. 6156**
Awarding a Bid to and Authorizing Execution of an Annual Cost Reporting System Agreement with Public Consulting Group, Inc., based upon a Request for Proposal for the Ambulance Supplemental Payment Program (ASPP) for the City of Sherman
- E. 5. RESOLUTION NO. 6157**
Authorizing Submission of an Application for a Grant Awarded under the U.S. Department of Homeland Security - Federal Emergency Management Agency (FEMA) to Fund the Purchase of Fifty Self-Contained Breathing Apparatus for the City of Sherman Fire Department; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

E. 6. RESOLUTION NO. 6158

Rescinding Resolution No. 6041 in its Entirety; Authorizing Submission of an Application for a Grant Awarded under the Office of the Governor - Criminal Justice Division to Fund the Purchase of Forty Body-Worn Cameras and Storage Servers for Law Enforcement Use within the City of Sherman Police Department; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

E. 7. * RESOLUTION NO. 6159

Authorizing the Purchase of a New Ram 3500 Truck for the Street Maintenance Department from Cowboy Chrysler Dodge Jeep through the Texas Local Government Purchasing Cooperative (BuyBoard)

E. 8. * RESOLUTION NO. 6160

Authorizing the Purchase of a Case TV380 T4 Track Loader, a 78" Low Profile Bucket, and 48" Pallet Forks for the Water Production Department from Associated Supply Company, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)

Other Business

F. 1. OTHER BUSINESS

Consider Request of the Sherman Tourism/Main Street Manager to Temporarily Close Certain Streets for the Annual Sherman Christmas Parade and Snowflake Festival on Saturday, December 3, 2016, with a Rain/Make-Up Date of Saturday, December 10, 2016

F. 2. * OTHER BUSINESS

Approve the Quarterly Investment Reports for Quarter Ended September 30, 2016

F. 3. * OTHER BUSINESS

Site Plan Approval for Hart Lumber Company in the Blalock Industrial Park; J.P. Hart Lumber Company, LLC, Owners/Tenant; Ed Snodgrass, Benchmark Design Group, LLC, Civil Engineers/Representative; Lloyd Plyler Construction, Contractor; and Underwood Drafting and Surveying, Surveyor; under Ordinance No. 2252, Article IV, Section 410(2)(j) for the Construction of Hart Lumber Company in the Blalock Industrial Park at 407 Progress Drive

F. 4. * OTHER BUSINESS

Replat Approval of Carrus Medical Plaza, being a Replat of Lot 5 of Carrus Medical Plaza of a Replat of Lot 2 of Post Oak Crossing East Addition and a 1.364 acre tract out of the Uriah Burns Survey, Abstract No. 121, being 3.770 acres in the Uriah Burns Survey, Abstract No. 121 and being all of Lot 5, Block 1 of the Replat of Carrus Medical Plaza, a Replat of Lot 2 of Post Oak Crossing East Addition; TPJ Properties, LTD and SDB Partners LLC, Owners; and Teague, Nall & Perkins, Inc., Engineer/Architect/Surveyor (1700 block of West U.S. Highway 82)

F. 5. * OTHER BUSINESS

Exception and Final Plat Approval for Sherman Crossroads Medical Addition in the Blalock Industrial Park; Heritage Development Partners, LLC and JRH Sherman, LLC, Owners; Brockett/Davis/Drake, Inc., Civil Engineers/Surveyor; under Ordinance No. 2252, Article IV, Section 410(2)(d) to allow Lot 1, Block 1 of the Proposed Sherman Crossroads Medical Addition to be 1.052 acres and Lot 2, Block 1 to be 2.00 acres in Lieu of Required Lot Area not to be Less than 25 acres in the Blalock Industrial Park at 115 and 209 West Travis Street

F. 6. * OTHER BUSINESS

Site Plan Approval for Crossroads Emergency Room in the Blalock Industrial Park; Heritage Development Partners, LLC and JRH Sherman, LLC, Owners; Brockett/Davis/Drake, Inc., Civil Engineers/Surveyor; Yeatts Architecture, PLLC, Architect; and The Beech Group, Construction Manager; under Ordinance No. 2252, Article IV, Section 410(2)(j) for the Construction of Crossroads Emergency Room in the Blalock Industrial Park at 115 West Travis Street

F. 7. * OTHER BUSINESS

Site Plan Approval for DaVita Medical Office Building in the Blalock Industrial Park; Heritage Development Partners, LLC and JRH Sherman, LLC, Owners; Brockett/Davis/Drake, Inc., Civil Engineers/Surveyor; Lonestar Architecture, Architect; and Harkinson Investment Corporation, Developer; under Ordinance No. 2252, Article IV, Section 410(2)(j) for the Construction of DaVita Medical Office Building in the Blalock Industrial Park at 209 West Travis Street

G. CITIZEN REQUESTS

H. MEDIA QUESTIONS

Consider Board/Commission Appointments

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

- (a) Keep Sherman Beautiful Commission (2)

J. COUNCIL COMMENTS

Executive Session

K. 1. EXECUTIVE SESSION

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

Section 551.071	Consultation with City Attorney concerning Pending or Contemplated Litigation
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- (a) Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect

The Council reconvenes into General Session

L. 1. OPEN MEETING

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

M. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on November 3, 2016 at 5:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 3rd day of November, 2016
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

Jason Sofey

Council Members

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

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

Lawrence Davis, Council – District #1

Terrence R. Steele, Council – District #2

Pamela L. Howeth, Council – District #3

Tammy Johnson, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. A. 4.

Meeting Date: 11/07/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE CALLED JOINT MEETING WITH THE SHERMAN MAIN STREET ADVISORY BOARD OF OCTOBER 12, 2016, AND THE REGULAR CITY COUNCIL MEETING OF OCTOBER 17, 2016

Attachments

October 12, 2016

"Project Jumpstart the Heart" Presentation

October 17, 2016

STATE OF TEXAS §

October 12, 2016

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Joint Meeting of the Sherman City Council and the Main Street Advisory Board was begun and held in the City Council Chambers on October 12, 2016.

COUNCIL MEMBERS PRESENT: Mayor David Plyler; Deputy Mayor Jason Sofey.
Council Members Couch, Davis, Johnson, Steele.

COUNCIL MEMBERS ABSENT: Council Member Howeth.

MAIN STREET ADVISORY BOARD MEMBERS PRESENT: Sherry Little, Ginger Nye, Daron Holland, Verna Gilbert-Morneau, Felicia Herron, Robin Phillips, Kevin Couch (Ex-Officio).

MAIN STREET ADVISORY BOARD MEMBERS ABSENT: Karen Tooley (Ex-Officio).

CITY STAFF PRESENT: Robby Hefton, City Manager; Don Keene, Assistant City Manager; Brandon Shelby, City Attorney; Steve Ayers, Director of Community and Support Services; Scott Shadden, Director of Development Services; Mary Lawrence, Director of Finance; Nate Strauch, Communications Manager; Sarah McRae; Tourism/Main Street Manager; Pam Cloer, Assistant to the City Manager; Matt Joseph, Systems Coordinator; Linda Ashby, City Clerk.

PURPOSE: Call to Order, Quorum Determined, Meeting Declared Open, Recognition of Guests and Visitors

Invocation by Mayor David Plyler

PRESENTATION
Receive Briefing on a Downtown Incentive Policy

RESOLUTION NO. 6149
Adopting a Downtown Incentive Policy for the City of Sherman

OTHER BUSINESS

ADJOURNMENT

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN, RECOGNITION OF GUESTS AND VISITORS

Mayor Plyler called the meeting to order at 12:00 p.m., declared a quorum present, and opened the City Council Meeting. Robin Phillips, Chairman of the Main Street Advisory Board, declared a quorum present, and opened the Board Meeting.

INVOCATION BY MAYOR DAVID PLYLER

PRESENTATION
RECEIVE BRIEFING ON A DOWNTOWN INCENTIVE POLICY

COUNCIL MINUTES – OCTOBER 12, 2016

Robby Hefton, City Manager, said a few months ago, Council Member Couch approached him with some ideas to invigorate the downtown area, especially as it relates to retail and restaurant development. The request also came about through a meeting that downtown representatives had with the State. The staff researched incentives that were offered by other cities to enhance their downtown areas. He felt the proposed program could be a great thing for downtown and could be a “flashpoint” for encouraging momentum. After that, the program will be re-evaluated to determine if it should continue.

Council Member Couch said he is a Council Member, but also a business owner and a resident of downtown. He said it is critical to “grow” the Central Business District through both public and private partnerships. The proposed incentives will be partnerships between the public sector and the private sector. He added that this is the first step the City has taken since 2005, to allocate money to incentivize the Central Business District and Tax Increment Financing program.

Council Member Couch said the City spent about \$150,000 to gain \$1.5 million in private investment in the Central Business District, which is “a huge win.” He added that these are leveraged investments from the private sector. The Main Street Advisory Board has also become a part of the Texas Historical Commission and they have adopted a four-point approach. One of those points is for economic vitality, with a goal to identify new market opportunities for the commercial district, find new uses for the historical commercial buildings, and stimulate investment in properties.

Nate Strauch, Communications Manager, gave a presentation on the proposed incentives. He said revitalization in the downtown area has increased considerably in the last three or four years. Many new businesses have opened, structures have been revitalized, and the Façade Grant has been an important part of the process. Historically, Sherman’s retail center has moved from downtown to Sher-Den Mall to Midway Mall to Town Center, and they now hope to move some of the focus back to downtown.

The Central Business District Historic Building Restoration and Improvement Grant, or Façade Grant, was established in November of 2005, and has supported nine downtown projects by funneling \$143,870 from the Hotel/Motel Tax Fund. Private money that was spent on these projects was \$1.47 million, which is a huge return on investment.

Mr. Strauch said the next step was Main Street. In October 2015, Sherman received the Main Street designation and Sarah McRae was hired as the new Main Street Manager in January 2016. Texas First Lady Cecilia Abbott dedicated the program in May 2016 and “injected enthusiasm” into the program. In July 2016, representatives from Austin, Texas, that are experts in downtown revitalization, visited Sherman, toured the downtown area, and presented a report of where Sherman’s been, where we are, and where we could be. The idea for the proposed incentives came from that report.

The incentives, known as “Project Jumpstart the Heart,” were a product of the input from the Texas Main Street Advisory Board. Since the Façade Grant has been so successful, it will be supplemented with two additional incentive policies designed for different types of entrepreneurs. The Façade Grant has a narrow focus and is meant for people that want to restore a historic building.

In order to expand the downtown incentives to other types of entrepreneurs, the staff is proposing an Occupancy Incentive and a Fee Waiver Incentive to capitalize on the recent momentum and to “push it forward.”

Occupancy Incentives are somewhat popular in Texas and have proven successful in increasing the number of businesses downtown. They are typically short-lived and would be available during a one-year window, to encourage the opening of downtown businesses. After that first year, the incentive

COUNCIL MINUTES – OCTOBER 12, 2016

would end, unless the City Council decided to extend the program for a longer period. Mr. Strauch said other cities have seen a 15% to 20% increase in occupancy rates downtown through this incentive. This incentive would utilize the \$50,000 originally budgeted for the Façade Grant this year. Because the Façade Grant was only used once last year, \$33,000 was left over and will be kept for Façade Grants during this fiscal year.

He added that any new restaurant or retail shop downtown could apply for the incentive. Because the funding is from Hotel/Motel Tax dollars, they must be given to businesses that are tied to tourism promotion. He explained that approved applicants will receive 50% of their mortgage payments after they have been in business for one year. This will allow the City to invest in “successful businesses.” The amount of the incentives will be capped at \$6,250, which will allow for eight applicants to receive the incentive.

Mr. Strauch explained that the Fee Waiver Incentive is also a common form of economic incentive and would be available to new construction or renovation projects. Once the applicant was approved, they would be exempt from paying City fees for a period of one year. The waiver would not apply to recurring fees such as trash or water service. Construction fees would be waived.

Mr. Strauch added that some types of businesses were excluded from the Fee Waiver Incentive because the City did not want to incentivize their development in downtown Sherman. These include temporary businesses, kiosks, and sexually oriented businesses. The Fee Waiver Incentive also only applies to the Central Business District. Any project approved for the Façade Grant would automatically be enrolled for fee waivers, since they would have already met a higher requirement.

He also outlined several other considerations of the program including that the City Manager will work with the Planning and Zoning Department to ensure that downtown permits aren't caught in red tape. The staff is also evaluating the scope of the Central Business District to determine if its boundaries are appropriate or if it should be expanded.

Another idea from the Texas Main Street Meeting was to label certain streets as “rows” such as “Retail Row” and “Restaurant Row,” which could help with downtown branding. Mr. Strauch said the Main Street Advisory Board will continue to explore ways to improve the downtown area.

Mr. Hefton said the City actually has multiple programs and policies that reference the Central Business District. Some relate to the regulations for zoning, some relate to the reinvestment zone program, and some relate to the Community Development Block Grant program. During research for this program, it was determined that there might need to be an evaluation of the boundaries of the Central Business District, in order to make them more uniform for all of the programs.

He said this proposed incentive program is not intended to be an on-going program and the plan is to commit for one year. The program would be re-evaluated next year and the Council could choose whether or not to continue the incentives. If approved, the incentive program would be managed in a similar way as the Façade Grant. Normally the requestor contacts the City staff with information about the project and the staff evaluates the request and works with the requestor to prepare the application for City Council consideration. There would be no additional work for the City Council, other than for consideration and approval.

Council Member Davis clarified that the Façade Grant would apply more to owners of a building that want to renovate or remodel their own property, and the Occupancy Incentive would apply more to the lessee that was going to start a business in someone else's building.

COUNCIL MINUTES – OCTOBER 12, 2016

A citizen in the audience asked if there would be a cap on the types of businesses that would be approved for the incentive. She said Sherman didn't need five pizza restaurants downtown, they needed diversity. Mr. Strauch said each applicant will be considered by the City Council for approval.

Another citizen in the audience asked about the boundaries for the Central Business District. Mr. Strauch said currently the boundaries border on the southeast side by Jones Street, on the southwest side by US Hwy 75, to the railroad tracks, then to Montgomery Street, and back to Jones Street.

A citizen asked if the grant would apply to a current business that wants to remodel their business or add something to their current operation. Mr. Strauch said the Fee Waiver would apply, however the Occupancy Incentive would not apply. The Occupancy Incentive would be for new businesses or businesses that are moving downtown.

RESOLUTION NO. 6149

ADOPTING A DOWNTOWN INCENTIVE POLICY FOR THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING A DOWNTOWN INCENTIVE POLICY FOR THE CITY OF SHERMAN.

Council Member Couch felt there should be a "sense of urgency" for the Occupancy Incentive since it would encourage a potential business owner that might have been only considering opening a business to go ahead and move forward.

Mr. Hefton recognized Mr. Strauch for his hard work on the incentive program.

ACTION TAKEN.

Motion by Council Member Johnson to approve Resolution No. 6149, as presented.

Second by Council Member Couch.

VOTING AYE: Couch, Davis, Johnson, Sofey, Steele.

VOTING NAY: None.

MOTION CARRIED.

OTHER BUSINESS

ADJOURNMENT

There being no further business to come before the City Council or the Main Street Advisory Board, motion was duly made and approved to adjourn the Joint Meeting at 12:22 p.m.

MAYOR

ATTEST

CITY CLERK

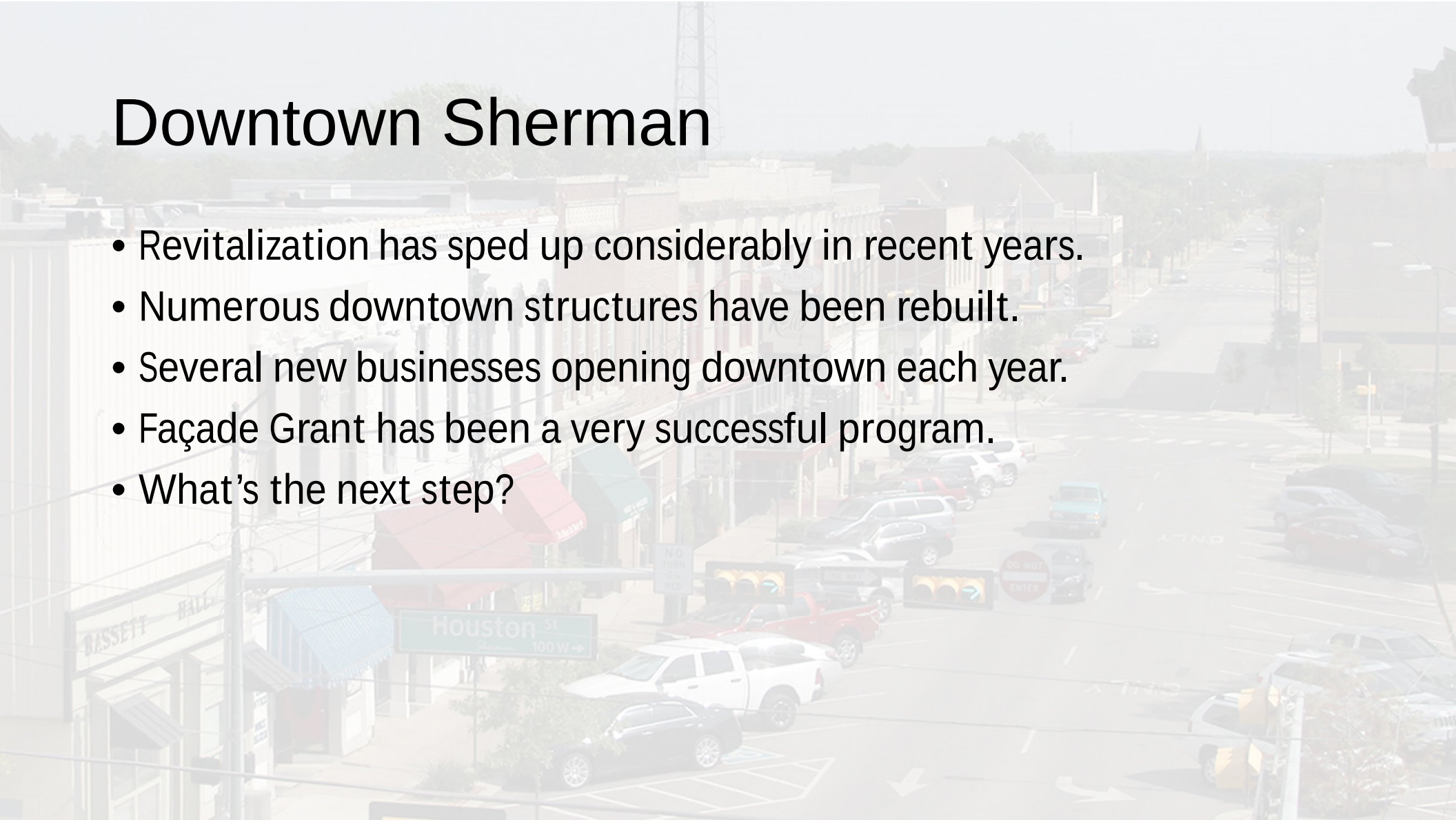
Project Jumpstart the



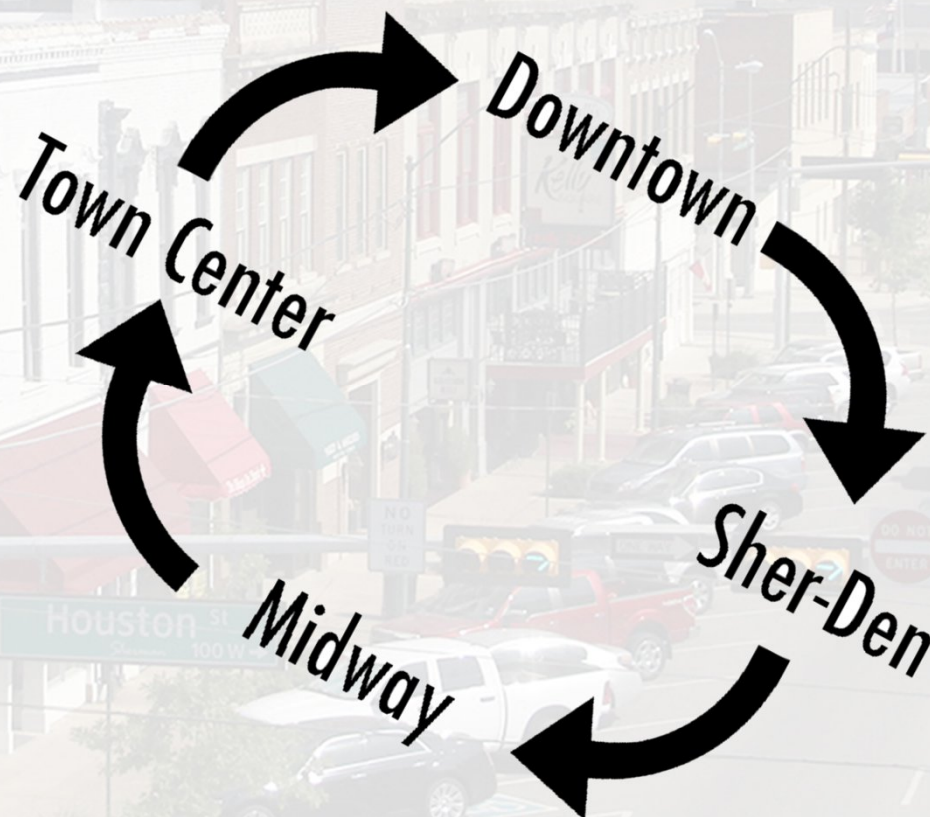
Sherman
CLASSIC TOWN. BROAD HORIZON.

Downtown Sherman

- Revitalization has sped up considerably in recent years.
- Numerous downtown structures have been rebuilt.
- Several new businesses opening downtown each year.
- Façade Grant has been a very successful program.
- What's the next step?



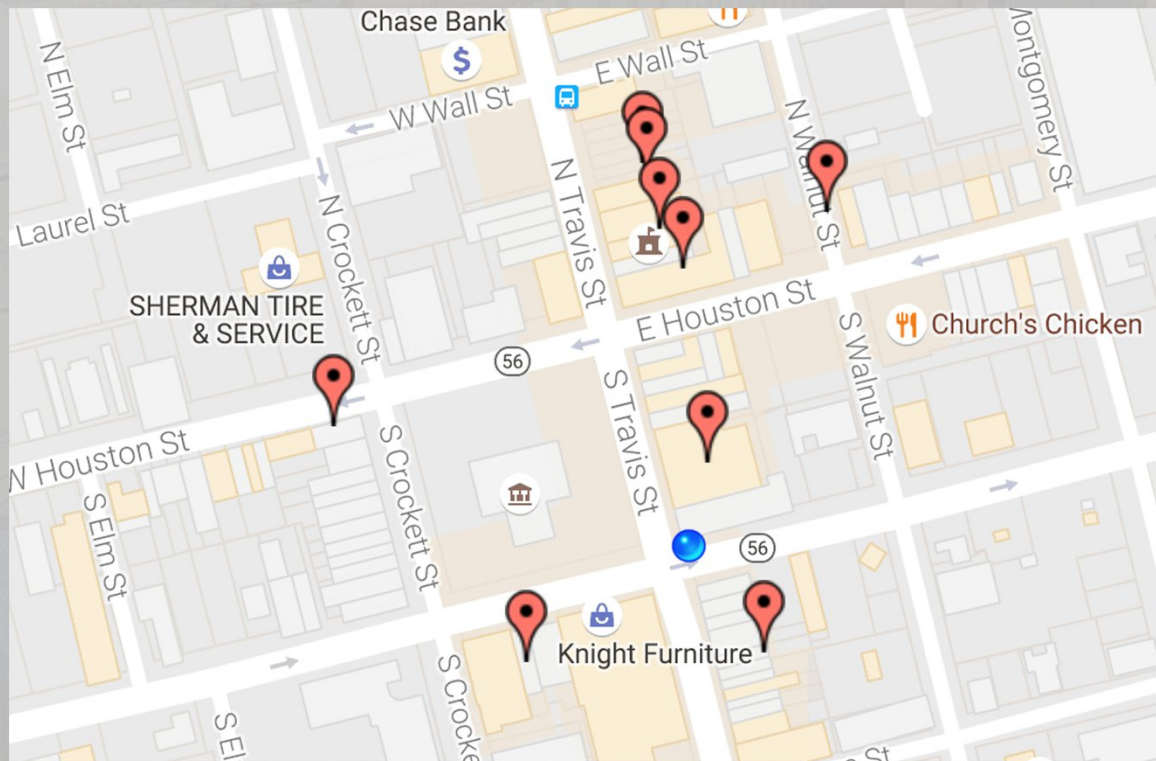
Downtown Sherman



Façade Grant

- Central Business District Historic Building Restoration and Improvement Grant
- “Façade Grant” or HiB-RIG
- Established 11/2005
- Successful in funneling \$143,870 from Hotel/Motel Tax into 9 downtown projects
- Private money spent on those projects?...
- \$1.47 million

Façade Grant



Main Street

- October 2015 – Sherman receives Main Street designation
- January 2016 – Sarah McRae hired as manager
- May 2016 – Texas First Lady Cecilia Abbott dedicates program
- July 2016 – Main Street Advisory board visits town
- October 2016 – Well about that...



Project Jumpstart the Heart

- Initiative concept rose from input provided by the Texas Main Street Advisory Board.
- The idea is to supplement the Façade Grant with two additional incentive policies designed for different types of entrepreneurs:
 - An Occupancy Incentive, to encourage new businesses to locate downtown
 - A Fee Waiver Incentive to encourage new construction
- The hope is to capitalize on the momentum of the last few years and cement downtown Sherman as a tourist attraction.

Occupancy Incentive

- Occupancy Incentives have proven very successful for other cities in increasing the number of businesses downtown – typically 15 to 20%.
- This would be a one-time incentive that would utilize \$50k budgeted for the Façade Grant.
 - The Façade Grant would be funded with the \$33k unused from last year.
- Any new restaurant or retail shop downtown could apply for the incentive.
- Approved applicants will receive 50% reimbursement for their first year of rent or mortgage payments.
- The amount would be capped at \$6,250.

Fee Waivers

- Fee Waivers are a common form of economic incentive.
- Cities including San Antonio, Waco, and McKinney have programs on the books.
- New construction or renovation projects could apply for the waiver.
- Once approved, the project would be exempt from city fees for a period of one year.
- The waiver would not apply to recurring fees like trash and water.
- Several types of less-desirable businesses would be ruled ineligible.
- Applies only to the Central Business District.
- Any project approved for a Façade Grant is automatically enrolled.

Additional Considerations

- The City Manager will work with Sherman's Planning and Zoning Department to ensure downtown permits aren't snared in red tape.
- City staff is currently evaluating the scope of the Central Business District to determine whether its boundaries are appropriate.
- Labeling certain streets as "rows" (e.g. "Retail Row" and "Restaurant Row") could be a low-cost option to help downtown branding.
- The Sherman Main Street Board will continue to explore further recommendations on how to continue to improve the heart of our city.

Project Jumpstart the



Sherman
CLASSIC TOWN. BROAD HORIZON.

care centers and some centers tour the Fire Station. The main goal of the program is fire prevention.

The Clown Company includes both firemen and police officers. He introduced participants Captain Shane Kenney, Captain Dean Gardner, Engineer Brice Lambert, Firefighter Hunter Nichols, Firefighter Nelson Adams, Firefighter Luke Jennings, Police Officer Tim Gann, Engineer Brad Iams, and Firefighter Matt Jordan.

Chief Jones asked Danny Fuller, Division Chief, to explain what the program encompasses. Mr. Fuller said the Clown Company works very hard and has recently been performing two shows per day for anywhere from 40 to 200 or 300 children.

He explained that they use five different themes, including sports, super heroes, pirates, western, and the NASCAR theme. During their presentations they also use backdrops that have been supplied by Car Wrap City.

Mr. Fuller reiterated that the programs are presented for 3,000 to 3,500 children annually. Also, throughout the year they present safety programs for other entities such as industries and doctor's offices. He thanked the Mayor and City Council for their support of the program.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Plyler introduced Ordinance No. 5989 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 5972 TO APPOINT ELECTION OFFICIALS FOR AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 8TH DAY OF NOVEMBER, 2016, FOR THE PURPOSE OF ELECTING TWO (2) DISTRICT CITY COUNCIL MEMBERS FOR SAID CITY.

ORD 5989
NOVEMBER 8, 2016
REGULAR MUNICIPAL
ELECTION
(DIST. 1 & 3)

Robby Hefton, City Manager, explained that all three ordinances are amending the ordinances calling the Regular and Special Municipal Elections for November 8, 2016. These ordinances appoint the Election officials and are an administrative part of the Election process.

No citizens appeared before the City Council to discuss Ordinance No. 5989.

Mayor Plyler introduced Ordinance No. 5990 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 5973 TO APPOINT ELECTION OFFICIALS FOR A SPECIAL ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 8TH DAY OF NOVEMBER, 2016, FOR THE

ORD 5990
NOVEMBER 8, 2016
SPECIAL MUNICIPAL
ELECTION
(DIST. 4)

PURPOSE OF ELECTING ONE (1) DISTRICT 4 CITY COUNCIL MEMBER TO FILL AN UNEXPIRED TERM UNTIL NOVEMBER 7, 2017, FOR SAID CITY.

No citizens appeared before the City Council to discuss Ordinance No. 5990.

Mayor Plyler introduced Ordinance No. 5991 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 5942 TO APPOINT ELECTION OFFICIALS FOR AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 8TH DAY OF NOVEMBER, 2016, FOR THE PURPOSE OF A LOCAL OPTION ELECTION TO CONSIDER THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES INCLUDING MIXED BEVERAGES; PROVIDING THAT SAID ELECTION SHALL BE HELD JOINTLY WITH GRAYSON COUNTY, TEXAS; DESIGNATING ELECTION PRECINCTS; PROVIDING FOR EARLY VOTING.

ORD 5991
NOVEMBER 8, 2016
SPECIAL MUNICIPAL
ELECTION
(LOCAL OPTION)

No citizens appeared before the City Council to discuss Ordinance No. 5991.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5989

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 5972 TO APPOINT ELECTION OFFICIALS FOR AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 8TH DAY OF NOVEMBER, 2016, FOR THE PURPOSE OF ELECTING TWO (2) DISTRICT CITY COUNCIL MEMBERS FOR SAID CITY.

ORD 5989
NOVEMBER 8, 2016
REGULAR MUNICIPAL
ELECTION
(DIST. 1 & 3)

Ordinance 5990

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 5973 TO APPOINT ELECTION OFFICIALS FOR A SPECIAL ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 8TH DAY OF NOVEMBER, 2016, FOR THE PURPOSE OF ELECTING ONE (1) DISTRICT 4 CITY COUNCIL MEMBER TO FILL AN UNEXPIRED TERM UNTIL NOVEMBER 7, 2017, FOR SAID CITY.

ORD 5990
NOVEMBER 8, 2016
SPECIAL MUNICIPAL
ELECTION
(DIST. 4)

Ordinance 5991

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 5942 TO APPOINT ELECTION OFFICIALS FOR AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 8TH DAY OF NOVEMBER, 2016, FOR THE PURPOSE OF A LOCAL OPTION ELECTION TO CONSIDER THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES INCLUDING MIXED BEVERAGES; PROVIDING THAT SAID ELECTION SHALL BE

ORD 5991
NOVEMBER 8, 2016
SPECIAL MUNICIPAL
ELECTION
(LOCAL OPTION)

COUNCIL MINUTES – OCTOBER 17, 2016

HELD JOINTLY WITH GRAYSON COUNTY, TEXAS;
DESIGNATING ELECTION PRECINCTS; PROVIDING FOR
EARLY VOTING.

ACTION TAKEN.

Motion by Council Member Davis to adopt Ordinance
Nos. 5989, 5990, and 5991, as presented. Second by
Council Member Howeth.

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey,
Steele.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

**RESOLUTION NO. 6150 – AUTHORIZING THE EXECUTION
OF A PROFESSIONAL SERVICES AGREEMENT WITH
BROCKETTE/DAVIS/DRAKE, INC. FOR THE ENGINEERING
DESIGN OF THE EAST PARK AVENUE TO EAST LAKE
AVENUE CONNECTOR PROJECT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
BROCKETTE/DAVIS/DRAKE, INC. FOR THE ENGINEERING
DESIGN OF THE EAST PARK AVENUE TO EAST LAKE
AVENUE CONNECTOR PROJECT.

**RES 6150
E. PARK TO E. LAKE
STREET CONNECTOR
PROJECT**

Clay Barnett, Director of Public Works and Engineering,
explained that Lake Street collapsed last year during a
torrential rain. Since that time, the staff has been looking for
a way to complete the thoroughfare plan for Park Street,
which ties Park Street into Lake Street.

The proposed project is a good alternative to spending
\$200,000 to repair Lake Street. The City has been working
with private partners and the Texas Department of
Transportation, and feels they have enough funding to
construct the connector project with no out-of-pocket
funding other than what would have originally been spent on
the repair of Lake Street.

However, Mr. Barnett said before commitments are made to
these private partners, the City would like to be sure that the
costs are in line with what is expected. They are requesting
to contract with Brockett/Davis/Drake, Inc. for the
engineering design of the project to more accurately
determine those costs.

ACTION TAKEN.

Motion by Council Member Couch to adopt Resolution
No. 6150, as presented. Second by Council Member
Steele.

COUNCIL MINUTES – OCTOBER 17, 2016

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6151 – AUTHORIZING THE PURCHASE OF A 2017 DODGE RAM 4500 6.7 LITER DIESEL CHASSIS FOR THE SHERMAN FIRE DEPARTMENT FROM MAC HAIK DODGE CHRYSLER JEEP THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC)
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2017 DODGE RAM 4500 6.7 LITER DIESEL CHASSIS FOR THE SHERMAN FIRE DEPARTMENT FROM MAC HAIK DODGE CHRYSLER JEEP THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC).
CONSENT AGENDA.

RES 6151
FIRE DEPT.
VEHICLE PURCHASE

RESOLUTION NO. 6152 – AUTHORIZING THE PURCHASE OF A SET OF SIX STERTIL-KONI HEAVY DUTY MOBILE COLUMN LIFTS FOR THE EQUIPMENT SERVICES DEPARTMENT FROM STERTIL-KONI USA THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC)
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A SET OF SIX STERTIL-KONI HEAVY DUTY MOBILE COLUMN LIFTS FOR THE EQUIPMENT SERVICES DEPARTMENT FROM STERTIL-KONI USA THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC).
CONSENT AGENDA.

RES 6152
MOBILE COLUMN
LIFTS FOR
EQUIPMENT SVCS.

REQUEST TO ADVERTISE CONTRACTING WITH A CONSTRUCTION MANAGER-AT-RISK (CMAR) FOR RENOVATIONS TO THE SHERMAN PUBLIC LIBRARY

REQ TO ADVERTISE
PUBLIC LIBRARY
RENOVATIONS

Steve Ayers, Director of Community and Support Services, said the City is moving forward with the capital project for the renovation of the Public Library. Currently they are in the preliminary design and planning phase and are preparing to move into the construction phase.

The first step will be to advertise for a construction manager-at-risk, which will take one to two months. Once the bids and proposals are received, the staff will visit with the top managers. This process will also allow the City to obtain the guaranteed maximum cost, up front, before moving forward.

Mr. Ayers said the bid would be awarded in January 2017, with construction scheduled to begin in April 2017. Mayor Plyler said this contract would allow the City to have someone on the project early to help identify the costs and keep those costs low.

ACTION TAKEN.

Motion by Council Member Johnson to approve the request to advertise for a Construction Manager-at-Risk for renovations to the Sherman Public Library, as presented. Second by Council Member Davis.

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.

VOTING NAY: None.

MOTION CARRIED.

CHANGE ORDER NO. 1

WATER TREATMENT PLANT SLUDGE BASIN CLEANOUT: LYNN VESSELS CONSTRUCTION, LLC; \$245,784.56 DECREASE

Mark Gibson, Director of Utilities, said the City dewatered a sludge basin at the Water Treatment Plant. Sludge, when removed from a basin, can be anything from “soup to jello.”

This year, preparations were made to dewater the basin prior to removal of the sludge. The project took place during the hottest time in the summer and when there was no rain. Due to these conditions, the contractor was able to remove the sludge as “slightly damp dirt” which required less work and allowed the sludge to be taken straight to the landfill.

Provisions in the contract would have allowed the contractor to remove the “soupy” sludge and lay it on the ground to dry. It would then be picked up again to take to the landfill. Because this process wasn’t needed, the City saved money.

ACTION TAKEN.

Motion by Deputy Mayor Sofey to approve Change Order No. 1 to Lynn Vessels Construction, LLD, in the amount of a \$245,784.56 decrease, for the Water Treatment Plant Sludge Basin Cleanout, as presented. Second by Council Member Couch.

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.

VOTING NAY: None.

MOTION CARRIED.

CHANGE ORDER NO. 1

APPROVING GREATER TEXOMA UTILITY AUTHORITY’S INTENT TO EXECUTE CHANGE ORDER NO. 1; SOUTH SHERMAN RELIEF SEWER; LYNN VESSELS CONSTRUCTION, LLC; \$285.96 DECREASE

The City Council approved Greater Texoma Utility Authority’s intent to execute Change Order No. 1, in the amount of a \$485.96 decrease, to Lynn Vessels Construction, LLC, for South Sherman Relief Sewer.

The change order is a final reconciliatory change order to adjust the final project quantities for the project. The cost differential was due to the addition of three sewer stub outs and the deletion of three feet of 48 inch pipe.

CHANGE ORDER
WATER TREATMENT
PLANT SLUDGE
BASIN CLEANOUT

CHANGE ORDER
SOUTH SHERMAN
RELIEF SEWER

COUNCIL MINUTES – OCTOBER 17, 2016

The change order will yield a final contract price of \$1,546,455.70.

CONSENT AGENDA.

CHANGE ORDER NO. 1

CHERRY PARK PUMP STATION REHABILITATION;
WEISINGER INCORPORATED; \$10,278.090 DECREASE

The City Council approved Change Order No. 1, in the amount of a \$10,278.00, decrease, to Weisinger Incorporated, for the Cherry Park Pump Station Rehabilitation project.

The change order is a final reconciliatory change order to adjust the final project quantities for the project. The project included the rehabilitation and repair of two wells at the pump station. Following investigation of the wells, it was necessary to remove a blockage from the Trinity Well and cap and plug the Woodbine Well.

The change order will yield a final contract price of \$299,376.00.

CONSENT AGENDA.

PAYMENT APPROVAL

ONCOR ELECTRIC DELIVERY COMPANY LLC; EXTENSION
OF DUAL ELECTRIC FEEDS AT THE SHERMAN
WASTEWATER TREATMENT PLANT HEADWORKS;
\$137,488.18

Mr. Gibson explained that the headworks and the electrical upgrade at the Wastewater Treatment Plant is the second part of the project for the headworks and the pump station. The second part is to provide a dual feed to the new pump station.

To do this, the two electrical feeds coming into the plant must be extended to the location of the new pump station. The fee to Oncor represents the pro-rata charge for each feed, for the capacity in their system, and the cost of construction of the two extended power lines, to actually put the poles and the wire in the ground.

Mr. Gibson added that every time the Wastewater Treatment Plant is expanded, the City must negotiate with Oncor for additional power. Some of the power from the existing motor control center will be moved to the new pump station so the City will have more capacity for future expansion.

ACTION TAKEN.

Motion by Council Member Howeth to approve payment to Oncor Electric Delivery Company, LLC, in the amount of \$137,488.18, for dual electric feeds at the Sherman Wastewater Treatment Plant, as presented. Second by Council Member Davis.

CHANGE ORDER
CHERRY PARK
PUMP STATION
REHABILITATION

PAYMENT APPROVAL
DUAL ELECTRIC
FEEDS AT THE
WWTP HEADWORKS

COUNCIL MINUTES – OCTOBER 17, 2016

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.

VOTING NAY: None.

MOTION CARRIED.

OTHER BUSINESS

RECEIVE PRESENTATION FROM POLICE SERGEANT D.M. HAMPTON ON THE POLICE DEPARTMENT'S ANNUAL HALLOWEEN EVENT, "FRIGHT FEST"

FRIGHT FEST

Sergeant D. M. Hampton said Fright Fest was started in Sherman in 2001 after the attacks on September 11. Lieutenant Bruce Dawsey had the idea to provide a safe place for children to trick-or-treat.

The first Fright Fest was held downtown and about 10 or 12 businesses participated. Today about 60 groups participate and this year the goal has been set for 80. Sgt. Hampton thanked all the participants for Fright Fest, especially the civilian employees at the Police Department.

Last year the event was held at Midway Mall because of rain, but this year it will be back on the Municipal Building grounds. The "Cindy Carr Spooky Booth" award will be presented again this year and is awarded for the best Fright Fest booth. It is named in memory of Ms. Carr who was a civilian employee at the Police Department that died after a valiant fight against cancer.

Anyone wanting to participate at Fright Fest was encouraged to contact Sgt. Hampton at the Police Department. Mayor Plyler said it is a fantastic event and will be held on Monday, October 31, from 6:00 p.m. until 8:30 p.m. on the Municipal Building grounds.

REPLAT APPROVAL OF LOT 1, BLOCK 6 AND LOT 1, BLOCK 7 OF THE REPLAT OF BLOCKS 2-9, NORTH CREEK ADDITION, SECTION ONE, AND ALL OF BLOCK NO. 1 OF THE REPLAT OF NORTH CREEK ADDITION, SECTION 1, BEING 7.359 ACRES IN THE JAMES H. CLARK SURVEY, ABSTRACT NO. 275 AND J. JENNINGS SURVEY, ABSTRACT NO. 647, AND BEING A REPLAT OF LOT 1, BLOCK 6 AND LOT 1, BLOCK 7 OF THE REPLAT OF BLOCKS 2-9, NORTH CREEK SECTION 1, AND ALL OF BLOCK 1 OF THE REPLAT OF NORTH CREEK ADDITION, SECTION 1; YOUNG ENTERPRISES, LP, OWNERS; TODD YOUNG, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (4600 BLOCK OF NORTH TRAVIS STREET AND 100-200 BLOCKS OF EAST NORTHCREEK DRIVE)

REPLAT APPROVAL
NORTH CREEK
ADDITION

The City Council approved the replat of Lot 1, Block 6 and Lot 1, Block 7 of the Replat of Blocks 2 through 9, North Creek Addition, Section One, and all of Block No. 1 of the Replat of North Creek Addition, Section 1, being 7.259 acres.

The property is located in the 4600 block of North Travis Street and the 100 to 200 blocks of East Northcreek Drive. A

COUNCIL MINUTES – OCTOBER 17, 2016

Specific Use Permit was approved by the City Council to allow a mini-warehouse, self-storage facility in a C-1 (Retail Business) District at this location.

The owners would like to replat the property into one lot for commercial development. The Planning and Zoning Commission recommended approval of the Replat.

CONSENT AGENDA.

FINAL PLAT APPROVAL OF SHERMAN CROSSROADS, PHASE 1, RIGHT-OF-WAY FOR WEST TRAVIS STREET, BEING A REPLAT OF LOTS 16-24, BLOCK 1, CHAFFIN'S FIRST ADDITION, BEING 5.6757 ACRES IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667, AND IN TRACT 4 OF THE BLALOCK INDUSTRIAL PARK; SHERMAN CROSSROADS, LTD AND HERITAGE DEVELOPMENT PARTNERS, OWNERS; AND BROCKETTE/DAVIS/DRAKE, INC., SURVEYOR (2800-3600 BLOCKS OF SOUTH U.S. HIGHWAY 75 AND 100-200 BLOCKS OF WEST TRAVIS STREET)

The City Council approved the Final Plat of Sherman Crossroads, Phase 1, right-of-way for West Travis Street, being a Replat of lots 16-24, Block 1, Chaffin's First Addition, being 5.6757 acres.

The property is located in the 2800 to 3600 block of South U.S. Highway 75 and the 100 to 200 blocks of the proposed West Travis Street.

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

FINAL PLAT APPROVAL OF AUSTIN LANDING, PHASE 3, BEING 25.235 ACRES IN THE ALEXANDER & RICHARDS SURVEY, ABSTRACT NO. 42; STONEHOLLOW HOMES, OWNERS; AND WESTWOOD PROFESSIONAL SERVICES, SURVEYOR (4600-5300 BLOCKS OF NORTH TRAVIS STREET)

The City Council approved the Final Plat of Austin Landing, Phase 3, being 25.235 acres located in the 4600 to 5300 blocks of North Travis Street, between Northcreek Drive and Kreager Road.

The Planning and Zoning Board recommended approval of the Final Plat.
CONSENT AGENDA.

AMENDED PLAT APPROVAL OF AUSTIN LANDING, PHASE 2A-1, LOT 17, BLOCK M AND LOTS 11-12, BLOCK N, BEING LOT 17, BLOCK M AND LOTS 11 AND 12, BLOCK N, AUSTIN LANDING, PHASE 2A-1; STONEHOLLOW HOMES, OWNERS; AND WESTWOOD PROFESSIONAL SERVICES, SURVEYOR (514 ARBOR LANE; 4601 AND 4605 SEPHORA DRIVE)

The City Council approved the amended Plat of Austin

APPROVE FINAL PLAT
SHERMAN
CROSSROADS
PHASE 1

APPROVE FINAL PLAT
AUSTIN LANDING
PHASE 3

APPROVE AMENDED
PLAT
AUSTIN LANDING
PHASE 2A-1

COUNCIL MINUTES – OCTOBER 17, 2016

Landing, Phase 2A-1, Lot 17, Block M and Lots 11 and 12, Block N, located at 514 Arbor Lane, and 4601 and 4605 Sephora Drive.

The purpose of the amended plat is to correct errors in the Plat Records of Grayson County, Texas, recorded in Volume 23, Page 99, on April 1, 2016.

The Planning and Zoning Commission recommended approval of the amended Plat, subject to the Staff Review Letter.

CONSENT AGENDA.

CITIZENS REQUESTS

There were no citizen's requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

COUNCIL COMMENTS

FIRE AND POLICE DEPARTMENT CLOWN COMPANY

Council Member Johnson thanked the Fire and Police Department Clown Company that visit the schools and talk with the children about fire prevention

FIRE & POLICE DEPT.
CLOWN COMPANY

LEADERSHIP SHERMAN

Council Member Johnson congratulated the Leadership Sherman participants adding that she enjoyed being able to help with the curriculum for the program. She thanked everyone that helped put the program together to allow the participants to learn so much more about Sherman.

LEADERSHIP
SHERMAN

SHERMAN HIGH SCHOOL STUDENT COUNCIL ADVISORY BOARD

Council Member Johnson said she has spoken with Dr. David Hicks, Sherman Independent School District Superintendent, and several of the Sherman High School teachers about starting a Student Council Advisory Board.

SHS STUDENT
COUNCIL ADVISORY
BOARD

The concept is still being developed but she envisioned the High School Student Council leadership meeting four times each year for an "in depth and exploring" leadership class. Dr. Hicks felt it would encourage the students to be more civic minded and career minded and more involved in their community.

Rena Douglass, SHS teacher and two-time recipient of the District Teacher of the Year Award, is the Student Council sponsor, and said the students are excited and want to be a part of the Advisory Board.

Council Member Johnson said currently the plan is conceptual, but they hope to instigate the program in 2017.

CHANGE ORDERS DECREASE COST ON PROJECTS

Deputy Mayor Sofey recognized staff saying there were three change orders on the agenda tonight that decreased the budget for projects, which is good for the taxpayers.

**CHANGE ORDERS
DECREASE COST
ON PROJECTS**

LEADERSHIP SHERMAN

Deputy Mayor Sofey said Leadership Sherman is a great program. He said he has lived in Sherman for 50 years and was in the Leadership Sherman program 17 or 18 years ago. He said it is a great program.

**LEADERSHIP
SHERMAN**

ANNUAL EMPLOYEE PICNIC

Council Member Davis attended the recent Employee Picnic and said it was a great time for employees. He recognized the employee volunteers that organized the event.

**ANNUAL EMPLOYEE
PICNIC**

ANNUAL EMPLOYEE PICNIC

Council Member Steele said he was out of town and unable to participate in the Employee Picnic, but he thanked employees for the job they do in serving the citizens of Sherman.

**ANNUAL EMPLOYEE
PICNIC**

LEADERSHIP SHERMAN

Council Member Couch said he participated in Leadership Sherman two years ago and it was a tipping point for him to run for City Council. He added that serving on the City Council was a great way to serve the community.

**LEADERSHIP
SHERMAN**

PUBLIC LIBRARY RENOVATION

Council Member Couch recognized the staff involved with the Public Library renovation project. He said it represents sound fiscal management to have a Construction Manager-at-Risk.

**PUBLIC LIBRARY
RENOVATION**

ANNOUNCEMENTS

Mayor Plyler announced the following:

ANNOUNCEMENTS

- Early Voting for the November 8, 2016 Municipal Elections will be held October 24 through November 4. He urged citizens to vote in the Election which includes Council Members for District 1 and 3, a Council Member for District 4 to fill an unexpired term, and the Local Option Election.
- Halloween events will include Fright Fest, held on October 31 on the Municipal Building grounds; the Library's Trick-or-Treat Village, on October 29, from 3:00 pm to 4:00 pm; a Family Night Hike at Herman Baker Park on October 21, beginning at 7:30 pm; Halloween Pajama Storytime at the Library, on October 25, at 6:30 pm; and Trick-or-Treat on Travis Street, held in the 100 block of North Travis Street, on October 27, from 6:00 pm until 8:00 pm.

COUNCIL MINUTES – OCTOBER 17, 2016

- The Keep Sherman Beautiful Battle of the Axe Trash-Off will be held on October 27, at 9:00 am, near Cinemark in Sherman Town Center.
- The Police Department will sponsor a Drug Take-Back event on October 22, from 10:00 am until 2:00 pm, at both the Sherman Police Department and at Sherman Town Center.

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

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

SECTION 551.087

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

Council Members decided there was no need for the Executive Session

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:32 p.m.

EXECUTIVE SESSION

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 11/07/2016

Prepared By: Otis Henry, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

SPECIAL RECOGNITION

Recognizing Dr. Brandy Fair and her Grayson College Honors Students for a Project Presented at the 2016 National Collegiate Honors Council Annual Conference in Seattle, Washington during October 12-16, 2016

Issue:

Recognizing Dr. Brandy Fair and her Grayson College Honors students for being accepted to present their *Honors Business and Professional Communication* course project at the National Collegiate Honors Council (NCHC) annual conference in Seattle, Washington.

Background:

As a class project, Dr. Fair tasked her students with creating and developing several Public Service Announcement commercials promoting awareness on a variety of issues to the community. Their goal was to create a real-life product, then present, promote, and "sell" this product to their customer - the Sherman Police Department.

Origination:

Police Department

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

N/A

Alternatives:

N/A



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 11/07/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"National Hospice and Palliative Care Month" – November 2016

Issue:

To designate November as "National Hospice and Palliative Care Month" in Sherman.

Background:

Home Hospice of Grayson, Cooke & Fannin Counties has provided quality end-of-life care and grief support to residents of Sherman since 1982. Hospice care is important to the citizens of Sherman and offers support for patients and their families during serious life-limiting times.

Origination:

The request originated with Home Hospice of Grayson, Cooke & Fannin Counties.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

It is recommended that the City Council consider designating November 2016 as "National Hospice and Palliative Care Month" in Sherman.

Alternatives:

The Council could choose not to present the proclamation.

Attachments

National Hospice and Palliative Care Month Proclamation



Proclamation

WHEREAS, hospice and palliative care empower people to live as fully as possible surrounded and supported by family and loved ones, despite serious and life-limiting issues, and

WHEREAS, hospice and palliative care bring patients and family caregivers the highest quality care delivered by an interdisciplinary team of skilled professionals that includes physicians, nurses, social workers, therapists, counselors, health aides, spiritual care providers, and others who make the wishes of each patient and family a priority, and

WHEREAS, through pain management and symptom control, caregiver training and assistance, and emotional and spiritual support, patients are allowed to live fully and make more meaningful moments until the end of life, surrounded and supported by the faces of loved ones, friends, and committed caregivers, and

WHEREAS, every year an estimated 1.6 million Americans living with life-limiting illness and their families, received care from the nation's hospice programs in communities throughout the United States, and

WHEREAS, hospice and palliative care providers encourage all people to learn more about options of care and to share their wishes with family, loved ones, and their healthcare professionals, and

WHEREAS, Home Hospice of Grayson, Cooke & Fannin Counties, as the only local non-profit hospice, has provided high quality end-of-life care and grief support to the residents of Sherman since 1982.

NOW THEREFORE, I, David Plyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim November 2016

NATIONAL HOSPICE AND PALLIATIVE CARE MONTH

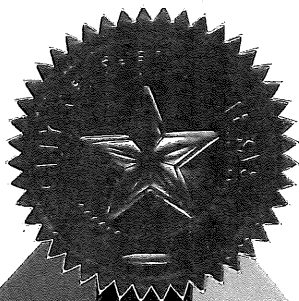
in the City of Sherman and encourage all citizens to recognize the importance that hospice and palliative care provides to families that are faced with these life-limiting issues and the care of their loved ones.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 7th day of November, 2016.

Mayor

ATTEST:

Sinde Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 2.

Meeting Date: 11/07/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"Municipal Court Week" – November 7-11, 2016

Issue:

To present a proclamation designating "Municipal Court Week" in Sherman and recognizing the employees of the Court

Background:

Each year, a week in November is designated as "Municipal Court Week" in Texas, to recognize the importance of the legal system and the part that Municipal Courts play. Sherman's Municipal Court holds very high standards; and the employees are dedicated to upholding the laws of the City.

Origination:

The request originated with Mary Lawrence, Director of Finance.

Financial Consideration:

There is no financial impact associated with presenting this proclamation.

Staff Recommendation:

It is recommended that the City Council consider a proclamation designating November 7 through 11, 2016 as "Municipal Court Week" in Sherman.

Alternatives:

The Council could choose not to issue the proclamation.

Attachments

Municipal Court Week Proclamation



Proclamation

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas, and

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court, and

WHEREAS, the Sherman Municipal Court is established by the City of Sherman's Charter, and

WHEREAS, State law authorizes a municipality to either appoint or elect a municipal judge for a term of office, and the Sherman Municipal Court is a State court and its judges are members of the State Judiciary, and its procedures are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas, and

WHEREAS, the City of Sherman is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary.

NOW THEREFORE, I, David Plyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim November 7 through 11, 2016

MUNICIPAL COURT WEEK

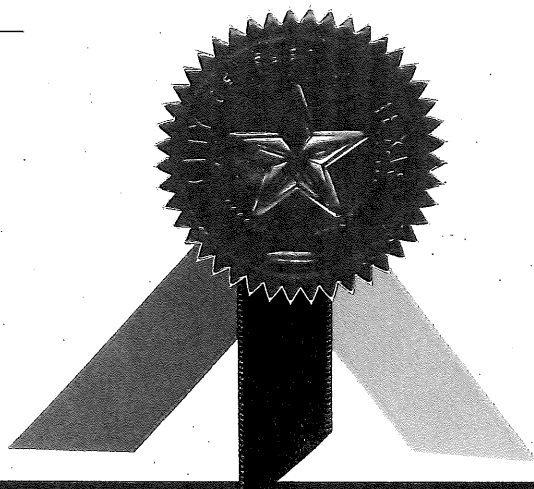
in the City of Sherman and encourage all citizens to recognize the integrity of the Sherman Municipal Court personnel and their dedication to assisting the citizens of Sherman, recognizing their fair and impartial administration of justice.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 7th day of November, 2016.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 11/07/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5992

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District in the 1700 Block of West U.S. Highway 82, being 1.364 acres in the Uriah Burns Survey, Abstract No. 121 (TPJ Properties, LTD, Owners; SDB Partners, LLC, Prospective Buyers; and Teague, Nall & Perkins, Inc., Engineer/Architect/Surveyor)

Issue:

To consider the request of TPJ Properties, LTD (Owners), SDB Partners, LLC (Prospective Buyers) and Teague, Nall & Perkins, Inc. (Engineer/Architect/Surveyor) concerning the property in the 1700 block of West U.S. Highway 82, being 1.364 acres in the Uriah Burns Survey, Abstract No. 121, for a zone change and site plan approval from an R-1 (One Family Residential) District to a C-1 (Retail Business) District

Background:

The property is located in the 1700 block of U.S. Highway 82, between Rex Cruse Drive and Post Oak Crossing. The property is zoned an R-1 (One Family Residential) District and is located in the O-1 (75 & 82) Overlay District. The owners would like to rezone the property from an R-1 (One Family Residential) District to a C-1 (Retail Business) District for commercial development of a medical office building.

Origination:

TPJ Properties, LTD (Owners)
SDB Partners, LLC (Prospective Buyers)
Teague, Nall & Perkins, Inc. (Engineer/Architect/Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 18, 2016 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 5992

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Elevations

Landscape Plan

P&Z Communication

ORDINANCE NO. 5992

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 IN THE 1700 BLOCK OF WEST U.S. HIGHWAY 82, BEING 1.364 ACRES IN THE URIAH BURNS SURVEY, ABSTRACT NO. 121 (TPJ PROPERTIES, LTD, OWNERS; SDB PARTNERS, LLC, PROSPECTIVE BUYERS; AND TEAGUE, NALL & PERKINS, INC., ENGINEER/ARCHITECT/SURVEYOR); PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, the following described property shall be in the C-1 (Retail Business) District in the 1700 Block of West U.S. Highway 82, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING a 1.364 acre tract of land situated in the Uriah Burns Survey, Abstract No. 121, City of Sherman, Grayson County, Texas, and being part of a called 3.92 acre tract of land as described as Tract Two in a Deed to TPJ Properties Ltd., as recorded in Volume 3203, Page 464 of the Official Public Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1 inch spike found in the pavement of a public road known as Cypress Grove Road, said point being the Southwest corner of the above cited 3.92 acre tract, said point also being at an angle point in North line of a called 11.135 acre tract of land described in a Deed to Jennifer Lee Smith, as recorded in Volume 5807, Page 406 of the Official Public Records of Grayson County, Texas;

THENCE North 00°05'01" West departing said Cypress Grove Road and the North line of said 11.135 acre tract, and along the West line of said 3.92 acre tract, for a distance of 336.36 feet to a point for corner in the South line of U.S. Highway No. 82, a variable width right-of-way;

THENCE South 84°40'32" East along the South line of said highway, for a distance of 12.12 feet to a 1/2 inch iron rod with cap stamped "Sartin 3694" found for corner;

THENCE North 77°27'26" East continuing along the South line of said highway, for a distance of 146.67 feet to a broken concrete monument found for corner;

THENCE South 84°40'34" East continuing along the South line of said highway, for a distance of 26.56 feet to a point for corner;

THENCE South 00°12'47" West departing the South line of said highway, for a distance of 317.15 feet to a point for corner in said Cypress Grove Road, said point being in the South line of said 3.92 acre tract and the North line of said 11.135 acre tract;

THENCE South 75°13'35" West along said Cypress Grove Road, and along the South line of said 3.92 acre tract and the North line of said 11.135 acre tract, for a distance of 186.17 feet to the **POINT OF BEGINNING, and containing 1.364 acres of land, more or less....**

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

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

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

INTRODUCED on this the _____ day of _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

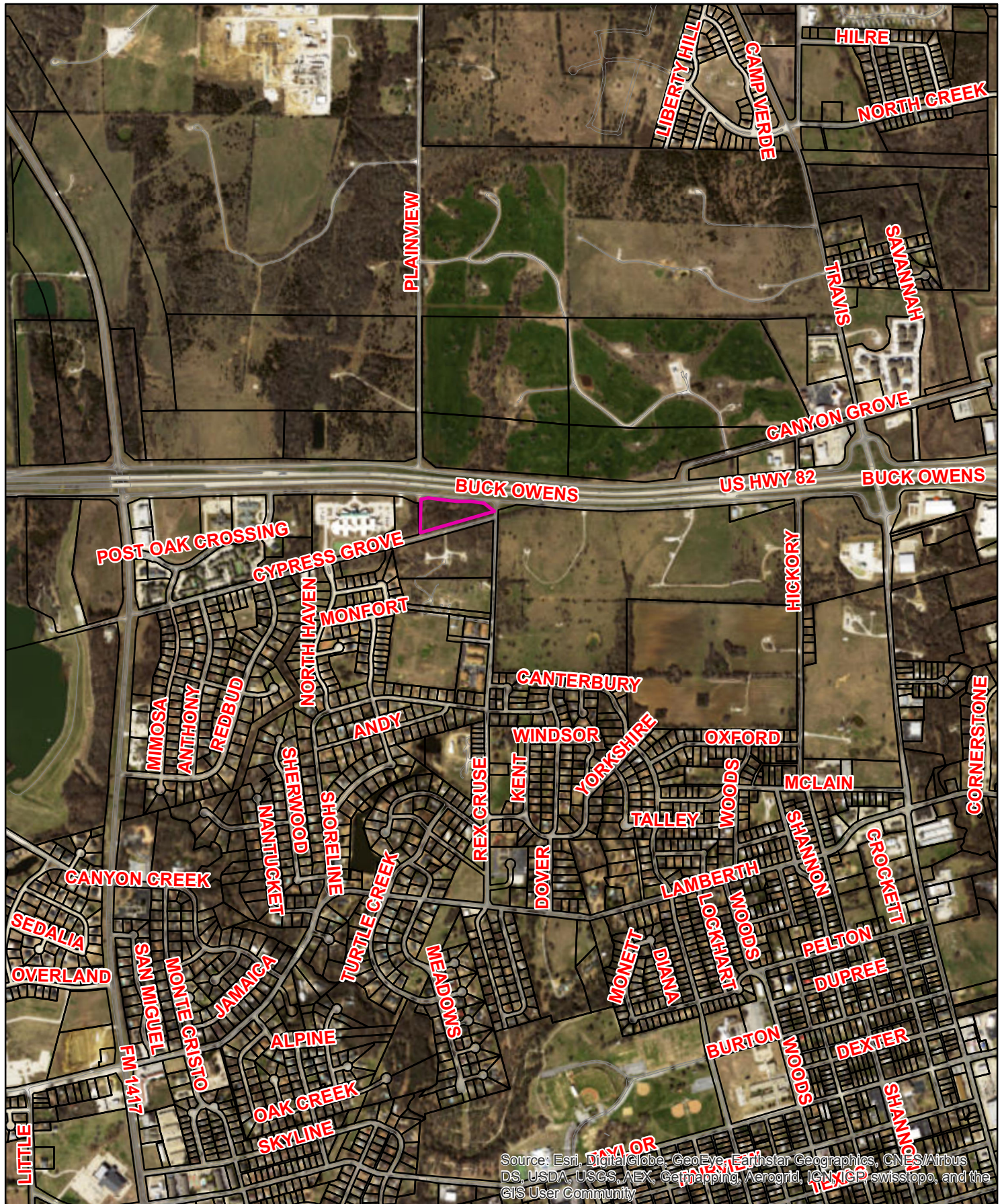
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

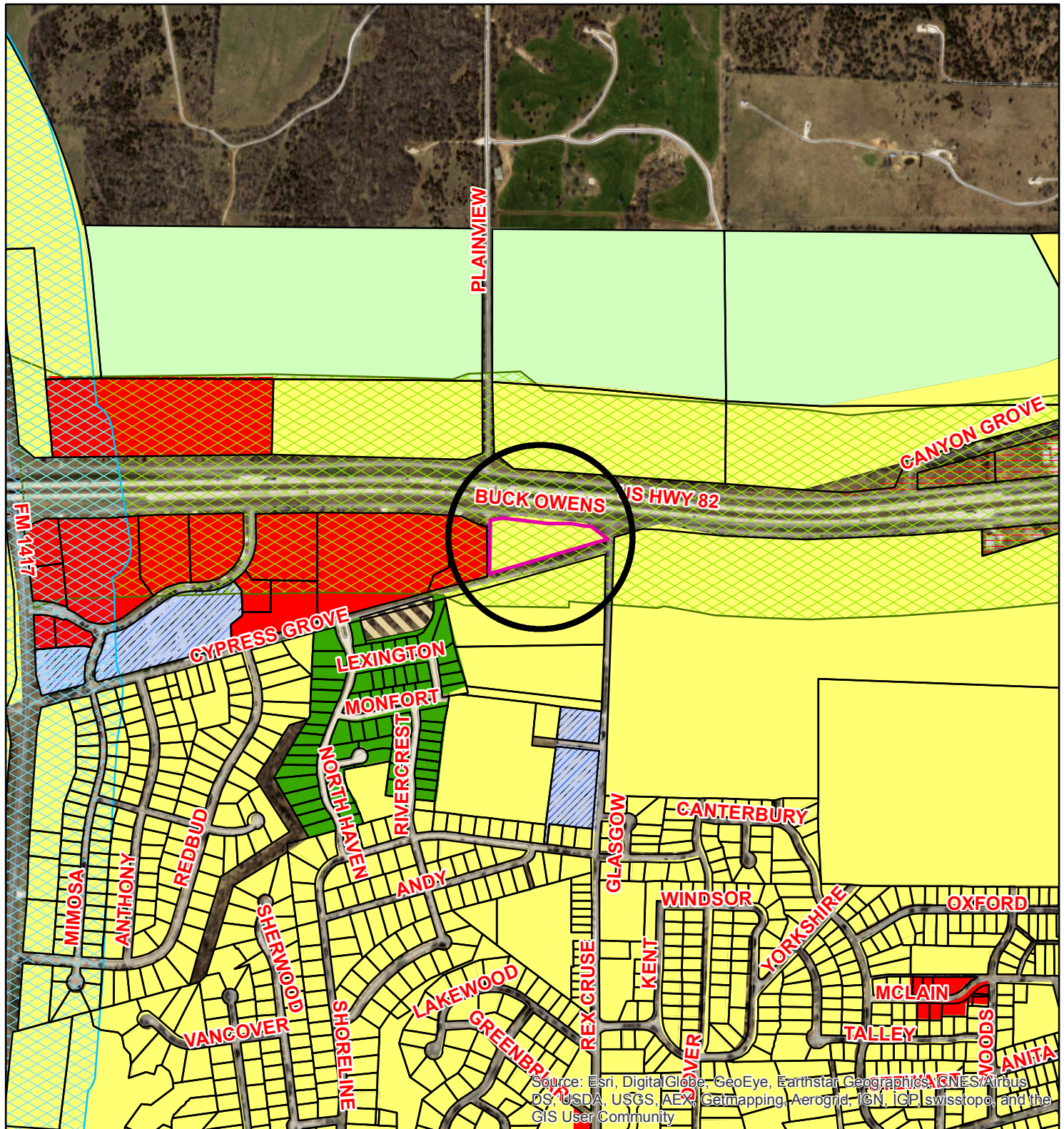
BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



1700 Blk. W. U.S. Highway 82 Zone Change



1 in = 1,284 ft



Zoning - 1700 Block W. U.S. Highway 82

Legend

Transportation Corridors Overlay

HWY_NAME

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

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

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



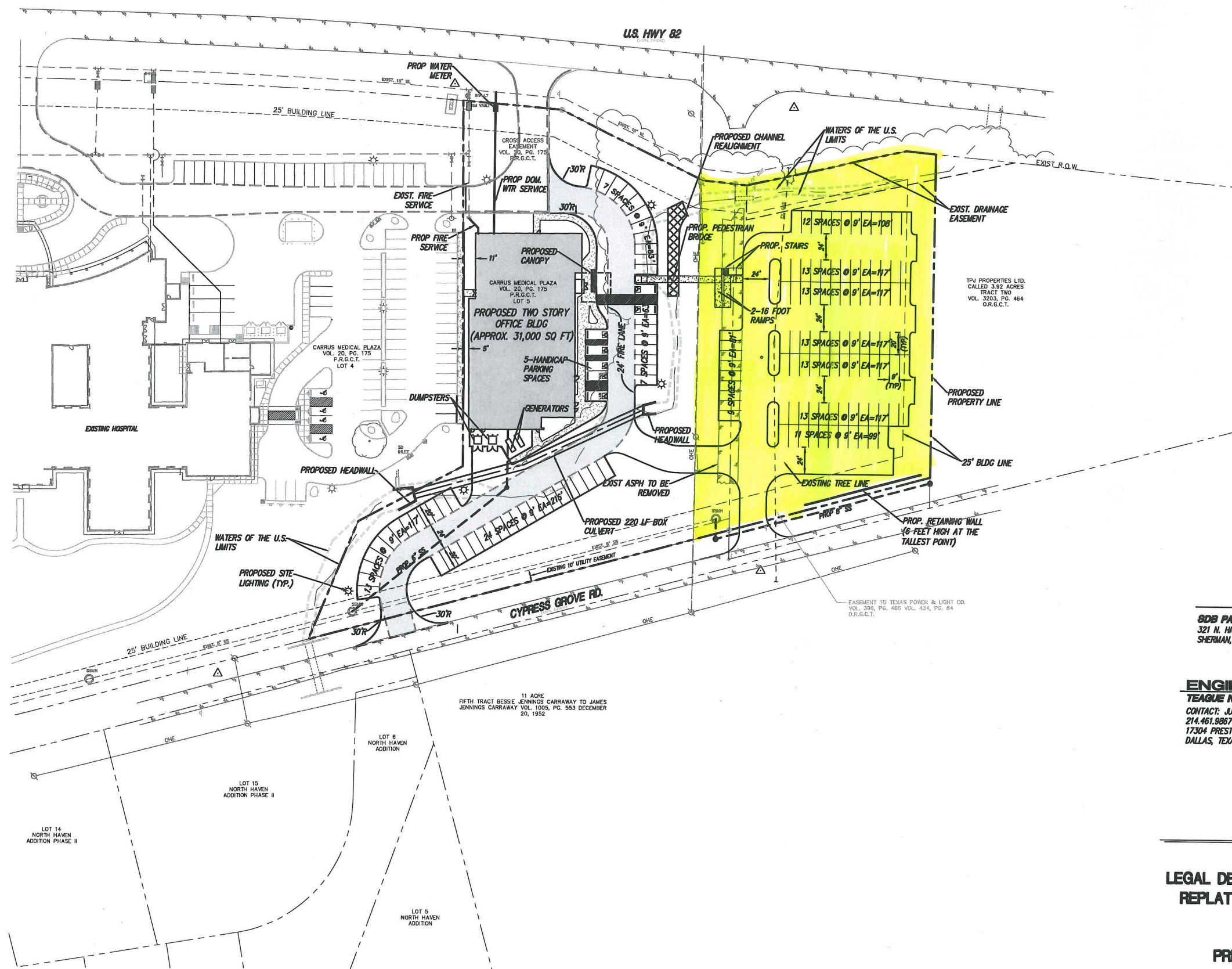
NOT TO SCALE

1 in = 856 ft

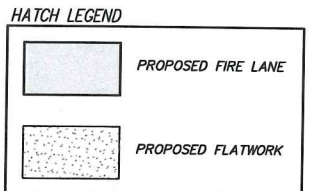
1700 Blk. W. US Highway 82



Drawing: C:\Projects\CSH16203\CAD\Sheets\16203-Site\Option A.dwg, dt Sep 27, 2016--2:30pm by George_S
Layout: Layout1 Xrefs: 7-22234 BDR.dwg - Z-BASE.dwg - X-BASE.dwg



SITE DATA SUMMARY	
ZONING:	C-1 : RETAIL BUSINESS DISTRICT
PROPOSED USE:	OFFICE BUILDING
GROSS LOT AREA:	3.77 ACRES
BUILDING AREA	APPROX. 31,000 SF
TOTAL PARKING REQUIRED (1 SPACE PER 200 SF)	155 SPACES
PROPOSED PARKING PROVIDED:	148 SPACES
PROPOSED HANDICAP PARKING PROVIDED:	7 SPACES
TOTAL PARKING:	155 SPACES



OWNER
SDB PARTNERS, LLC
321 N. HIGHLAND AVE., SUITE 100
SHERMAN, TX 75092

TPJ PROPERTIES, LTD.
P.O. BOX 670
SHERMAN, TX 75091

ENGINEER:
TEAGUE NALL & PERKINS
CONTACT: JUSTIN WALTON, P.E.
214.461.9867 PH 214.461.9864 FX
17304 PRESTON ROAD, SUITE 1340
DALLAS, TEXAS 75252

SURVEYOR:
TEAGUE NALL & PERKINS
CONTACT: TODD TURNER
940.205.4411
1517 CENTRE PLACE DRIVE, SUITE 320
DENTON, TEXAS 76205

**SITE PLAN
FOR
CARRUS OFFICE PARK**

COUNTY: GRAYSON
**LEGAL DESCRIPTION: CARRUS MEDICAL PLAZA
REPLAT LT 2 OR REPLAT, BLOCK 1, LOT 5**
TOTAL ACREAGE: 3.77

PREPARED: SEPTEMBER 27, 2016



no.	revision	by	date

scale
when bar is
1 inch long
horiz
1"=50'
vert
N/A
SEPT 2016

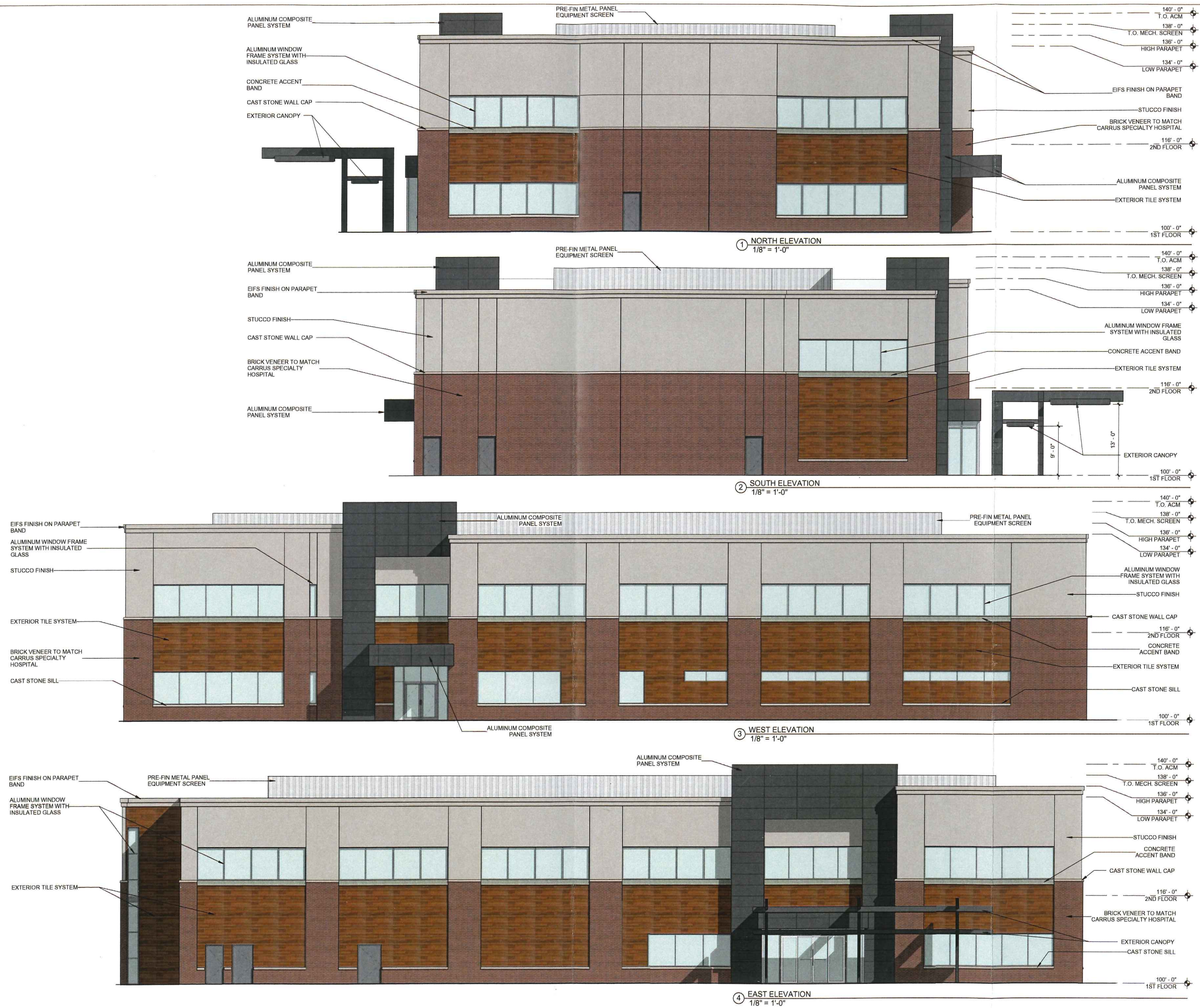
teague nall & perkins
17304 Preston Road, Suite 1340
Dallas, Texas 75252
214.461.9867 ph 214.461.9864 fx
TBPE Registration No. F-230
www.tnpinc.com

This document is for interim review and is not intended for construction, bidding or permit purposes.
Justin N. Walton, P.E. Date: SEPT. 2016
Tx. Reg. # 97267

City of Sherman, Texas
Improvements for
CARRUS OFFICE PARK
SITE PLAN

tnp project
CSH16203
sheet
C1.1

8/29/2016 1:39:49 PM



Boynton-Williams & Associates

ARCHITECTURE
PLANNING
INTERIORS

3010 LBJ Freeway I Suite 110
Dallas, Texas 75234
P 972-661-5461
F 972-661-5449

bwaarchitects.com

A Professional Corporation
Member: American Institute
of Architects

CARRUS OFFICE PARK
- New Construction
SHERMAN, TX
EXTERIOR BUILDING ELEVATIONS

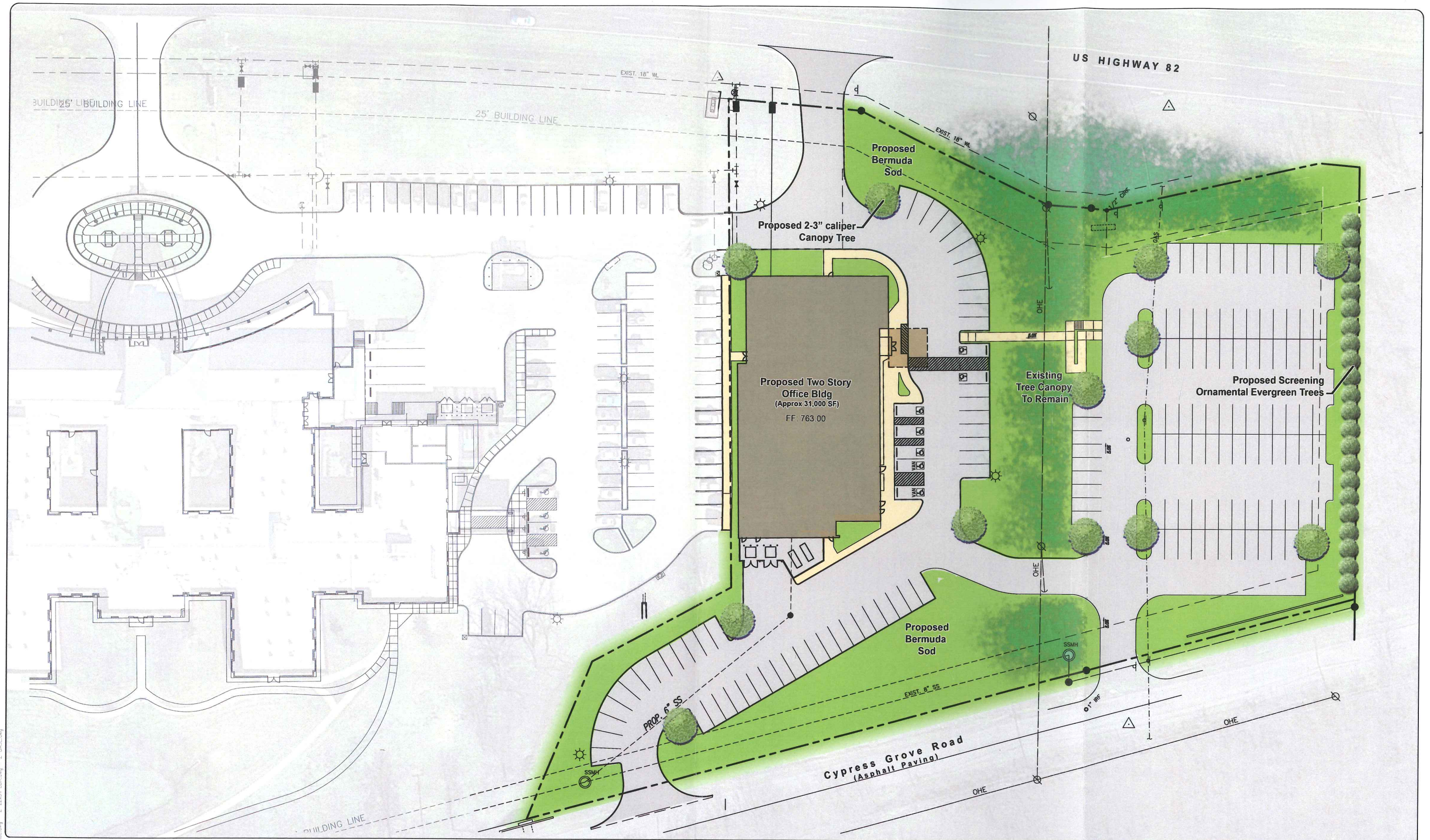
REVISIONS		
NO.	DESCRIPTION	DATE

ISSUE DATE
08.30.16

PROJECT NO.
D14066

SHEET NO.
A201

Drawing: Q:\Projects\CSH16203\CAD\landscape\SSBASE.dwg at Sep 27, 2016 11:42am by Cameron_H
Layout: Layout1 Xrefs: X-BASE.dwg - 1-22x14 B06.dwg - 2-BASE.dwg



no.	revision	by	date

scale when bar is 1 inch long
horiz 1"=50'
vert N/A
SEPT 2016



teague nall & perkins
17304 Preston Road, Suite 1340
Dallas, Texas 75252
214.461.9867 ph 214.461.9864 fx
TBPE Registration No. F-230
www.tnpinc.com

This document is for interim review and is not intended for construction, bidding or permit purposes.
Justin N. Walton, P.E. Date: AUG. 2016
Tx. Reg. # 97267

City of Sherman, Texas
Improvements for
CARRUS OFFICE PARK
LANDSCAPE CONCEPT PLAN

Inp project
CSH16203
sheet



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

Agenda Item No. 14.

Meeting Date: 10/18/2016

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

1700 BLOCK WEST U.S. HIGHWAY 82

The request of TPJ Properties LTD (Owners), SDB Partners LLC (Prospective Buyers) and Teague, Nall & Perkins, Inc. (Engineer/Architect/Surveyor) concerning the property in the 1700 block of West U.S. Highway 82, being 1.364 acres in the Uriah Burnes Survey, Abstract No. 121, as follows;

Planning and Zoning Commission

Zone change and site plan approval under Ordinance No. 2280, Section 12, from an R-1 (One Family Residential) District to a C-1 (Retail Business) District.

Background:

The property is located in the 1700 Block U.S. Highway 75 between Rex Cruse Drive and Post Oak Crossing. The property is zoned an R-1 (One Family Residential) District and is located in the O-1 (75 & 82) Overlay District. The owners would like to rezone the property from an R-1 (One Family Residential) District to a C-1 (Retail Business) District for commercial development of a medical office building.

Adjacent Zoning:

R-1 (One Family Residential) District

C-1 (Retail Business) District

Origination:

TPJ Properties LTD (Owners)

SDB Partners LLC (Prospective Buyers)

Teague, Nall & Perkins, Inc. (Engineer/Architect/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:

6

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Site Plan
Elevations
Landscape Plan



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 2.

Meeting Date: 11/07/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5993

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 701 East Lamberth Road, being 0.242 acres in the J.B. McAnair Survey, Abstract No. 763, also being Part of Lot 1, Block 2, Dr. J.H. Carraway's Addition (John Mabary, Owner; and David Baca Studio, LLC, Architect)

Issue:

To consider the request of John Mabary (Owner) and David Baca Studio, LLC (Architect) concerning the property at 701 East Lamberth Road, being 0.242 acres in the J.B. McAnair Survey, Abstract No. 763, also being part of Lot 1, Block 2, Dr. J.H. Carraway's Addition, for a zone change and conceptual site plan approval from an R-1 (One Family Residential) District to a C-1 (Retail Business) District

Background:

The property is located at 701 East Lamberth Road, the northeast corner of Lamberth Road and Masters Street. The property is zoned an R-1 (One Family Residential) District and partially located in the O-1 (75 & 82) Overlay District. The owner would like to rezone the property from an R-1 (One Family Residential) District to a C-1 (Retail Business) District for commercial development.

Origination:

John Mabary (Owner)
David Baca Studio, LLC (Architect)

Financial Consideration:

None

Staff Recommendation:

At the October 18, 2016 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 5993

Location Map

Zoning Map

Zoning Sign Photo

Metes & Bounds Survey

Conceptual Site Plan

Staff Review Letter

P&Z Communication

ORDINANCE NO. 5993

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 701 EAST LAMBERTH ROAD, BEING 0.242 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, ALSO BEING PART OF LOT 1, BLOCK 2, DR. J.H. CARRAWAY'S ADDITION (JOHN MABARY, OWNER; AND DAVID BACA STUDIO, LLC, ARCHITECT); PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, the following described property shall be in the C-1 (Retail Business) District at 701 East Lamberth Road and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING all of that certain tract or parcel of land situated in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, and being a re-tracement survey of a called 10,529 square foot tract of land described in the deed to Joan T. Reed Grandchildren's Trust (50% interest), recorded in Volume 2331, Page 792, Official Records of Grayson County, Texas, same being a portion of Lot 1, Block 2, of Dr. J.H. Carraway's Subdivision, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Volume 414, Page 125, Deed Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 112-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING, RPLS 6585" set (hereinafter referred to as Capped Iron Rod set) for the southeast corner of said 10,529 square foot tract, common to the southwest corner of a called 75-foot by 142.22 feet tract of land described in the deed to Lesa Ann Kerr and husband, Jeffery Kerr, recorded in Volume 4849, Page 894, said Official Records, and on the southerly line of said Lot 1, and on the northerly right-of-way line of East Lamberth Road (McClain Avenue per said plat), and from which a 1-inch iron rod found for the southwest corner of a called 0.481 acre tract of land described in the deed to T.J. Thomason Enterprises LLC, recorded in Volume 5376, Page 414, said Official Records, bears North 74°48'40" East, a distance of 234.46 feet;

THENCE South 74°48'40" West, with the southerly line of said 10,529 square foot tract, and with the southerly line of said Lot 1, and with the northerly right-of-way line of said East Lamberth Road, a distance of 75.00 feet to a Capped Iron Rod set for the southwest corner of said 10,529 square foot tract, common to the southwest corner of said Lot 1, and the intersection of the northerly right-of-way line of said East Lamberth Road and the easterly right-of-way line of Masters Street;

THENCE North 05°58'48" West, with the westerly line of said 10,529 square foot tract, and with the westerly line of said Lot 1, and with the westerly line of said Masters Street, a distance of 142.38 feet to a 1-2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northwest corner of said 10,529 square foot tract, common to the southwest corner of Lot 2, Replat of Lots Three and Four of Emily Addition, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Volume 17, Pages 128 and 129, Plat Records of Grayson County, Texas, and common to the northwest corner of said Lot 1, and from which a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northwest corner of a tract of land described in the deed to Joe L. Hix, et ux, recorded in Volume 3295, Page 312, said Official Records, bears North 05°58'48" West, a distance of 285.91 feet;

THENCE North 74°48'40" East, with the northerly line of said 10,529 square foot tract, and with the southerly line of said Lot 2, and with the northerly line of said Lot 1, a distance of 75.00 feet to a Capped Iron Rod set for the northeast corner of said 10,529 square foot tract, common to the northwest corner of aforesaid Kerr tract;

THENCE South 05°58'48" East, with the easterly line of said 10,529 square foot tract, and with the westerly line of said Kerr tract, a distance of 142.38 feet to the **POINT OF BEGINNING and enclosing 0.242 of an acre (10,541 square feet) of land, more or less.....**

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

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

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

INTRODUCED on this the _____ day of _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

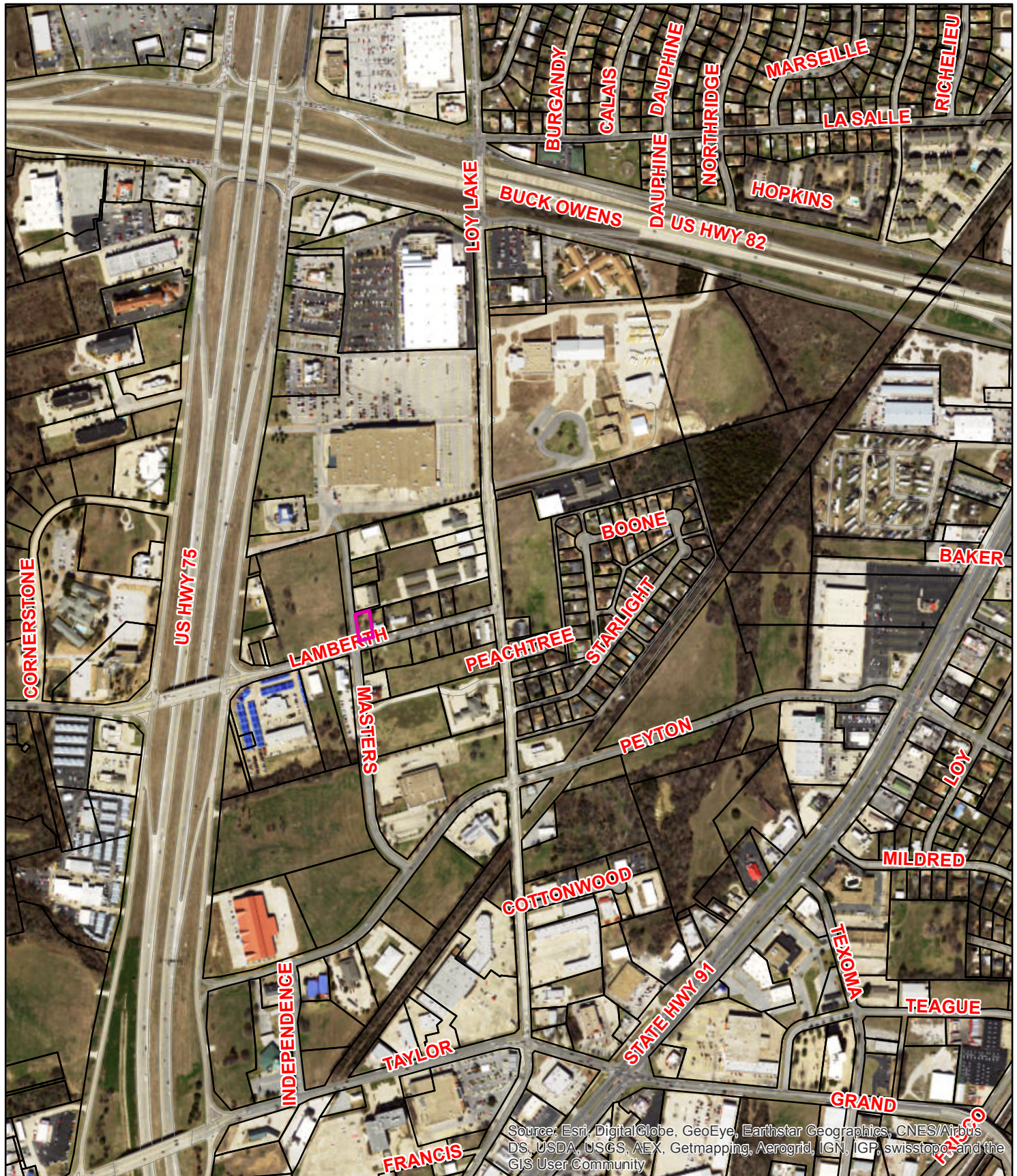
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



701 E. Lamberth



1 in = 700 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 701 E. Lamberth

Legend

Transportation Corridors Overlay

HWY_NAME

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay

DISTRICT_NAME

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

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

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



NOT TO SCALE

1 in = 200 ft

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

701 E. Lamberth Rd.



LOT 2, BLOCK 2
- DR. J.H. CARRAWAY'S SUBDIVISION
VOL. 414, PG. 125
D.R.G.C.I.

LOT 1
REPLAT OF LOTS THREE & FOUR
OF EMILY ADDITION
VOL. 17, PG. 128-129
P.R.G.C.T.

LOT 1, BLOCK 2
CARRAWAY'S SUBDIVISION
VOL 414, PG 125
D.R.G.C.T.

LOUISE BENEDICT
(NO RECORD FOUND)

CALLED 75 x 142.22
 LESA ANN KERR AND HUSBAND, JEFFERY KERR
 VOL. 4849, PG. 894
 O.R.G.C.T.

0.242 OF AN ACRE
CALLED 10,529 SQ FT
JOAN T. REED GRANDCHILDREN'S TRUST
(50% INTEREST)
VOL. 2331, PG. 792
O.R.G.T.

**J.B. MCANAIR SURVEY
ABSTRACT NO. 763**

COMMERCIAL
SIGN

S 74°48'40" W 75.00'
(S 75°20'00" W 75.00')

EAST LAMBERTH ROAD
(MCLAIN AVENUE PER PLAT)
(28' ASPHALT SURFACE W/CONCRETE CURB AND GUTTER)
(60' R.O.W. PER PLAT)

LOT 4, BLOCK 1
- DR. J.H. CARRAWAY'S SUBDIVISION
VOL. 414, PG. 125
D.R.G.C.T.

NORTH MASTERS STREET
(28' ASPHALT SURFACE)
(60' R.O.W. PER PLAT)

LOT 3, BLOCK 1
DR. J.H. CARRAWAY'S SUBDIVISION
VOL. 414, PG. 125
D.R.G.T.

SCALE: NO SCALE

27 SEPTEMBER 2016

LAND DESCRIPTION:

BEING all of that certain tract or parcel of land situated in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, and being a re-tracement survey of a called 10,529 square foot tract of land described in the deed to Joan T. Reed Grandchildren's Trust (50% interest), recorded in Volume 2331, Page 792, Official Records of Grayson County, Texas, same being a portion of Lot 1, Block 2, of Dr. J.H. Carraway's Subdivision, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Volume 414, Page 125, Deed Records of Grayson County, Texas, and being more particularly described as follows:

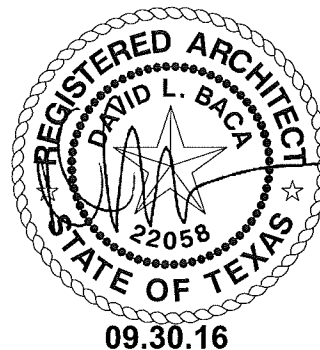
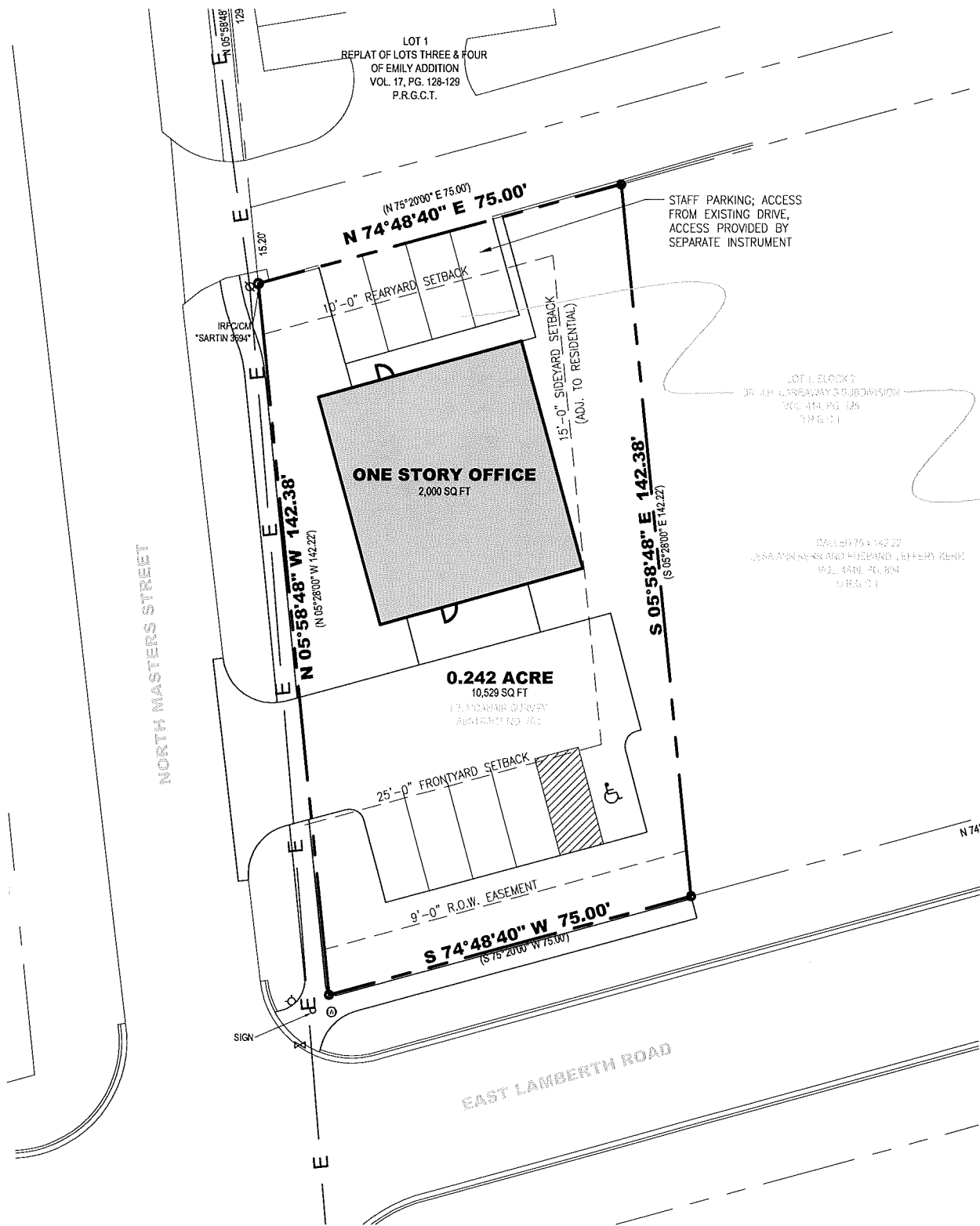
BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING, RPLS 6585" set (hereinafter referred to as Capped Iron Rod set) for the southeast corner of said 10,529 square foot tract, common to the southwest corner of a called 75-foot by 142.22 feet tract of land described in the deed to Lesa Ann Kerr and husband, Jeffery Kerr, recorded in Volume 4849, Page 894, said Official Records, and on the southerly line of said Lot 1, and on the northerly right-of-way line of East Lamberth Road (McClain Avenue per said plat), and from which a 1-inch iron rod found for the southwest corner of a called 0.481 acre tract of land described in the deed to TJ Thomason Enterprises LLC, recorded in Volume 5376, Page 414, said Official Records, bears North 74°48'40" East, a distance of 234.46 feet;

THENCE South 74°48'40" West, with the southerly line of said 10,529 square foot tract, and with the the southerly line of said Lot 1, and with the northerly right-of-way line of said East Lamberth Road, a distance of 75.00 feet to a Capped Iron Rod set for the southwest corner of said 10,529 square foot tract, common to the southwest corner of said Lot 1, and the intersection of the northerly right-of-way line of said East Lamberth Road and the easterly right-of-way line of North Masters Street;

THENCE North 05°58'48" West, with the westerly line of said 10,529 square foot tract, and with the westerly line of said Lot 1, and with the westerly line of said North Masters Street, a distance of 142.38 feet to a 1-2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northwest corner of said 10,529 square foot tract, common to the southwest corner of Lot 2, Replat of Lots Three and Four of Emily Addition, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Volume 17, Pages 128 and 129, Plat Records of Grayson County, Texas, and common to the northwest corner of said Lot 1, and from which a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northwest corner of a tract of land described in the deed to Joe L. Hix, et ux, recorded in Volume 3295, Page 312, said Official Records, bears North 05°58'48" West, a distance of 285.91 feet;

THENCE North 74°48'40" East, with the northerly line of said 10,529 square foot tract, and with the southerly line of said Lot 2, and with the northerly line of said Lot 1, a distance of 75.00 feet to a Capped Iron Rod set for the northeast corner of said 10,529 square foot tract, common to the northwest corner of aforesaid Kerr tract;

THENCE South 05°58'48" East, with the easterly line of said 10,529 square foot tract, and with the westerly line of said Kerr tract, a distance of 142.38 feet to the **POINT OF BEGINNING** and enclosing 0.242 of an acre (10,541 square feet) of land, more or less.



STAFF REVIEW LETTER

October 12, 2016

John Mabary
115 W. Lamberth, Ste. B
Sherman, TX 75092

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

Dear Applicants,

The request for a zone change and conceptual site plan approval from an R-1 (One Family Residential) District to a C-1 (Retail Business) District for the property located at 701 East Lamberth Road has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 18, 2016 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 requirements of the C-1 (Retail Business) District, the O-1 (75 & 82 Overlay) District, the sign ordinance, the fence ordinance and the Commercial Tree Preservation and Landscaping Ordinance shall be followed.
2. Screening shall be provided and maintained abutting any residential districts.
3. All parking shall be on private property and shall not encroach into Lamberth Road or Masters 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. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
7. A copy of the cross access easement at the rear of the property shall be provided to the Developmental Services Department before construction begins.
8. The private access easement shall remain open at all times; parking is not permitted inside easement.
9. Replatting of the property is required.
10. Shall comply with all EPA, City, Federal and State regulations for this use.
11. The exterior façade is required to be masonry or equivalent unless an exception is approved.
12. This site plan is conceptual in nature and will require additional site plan approval through the Planning and Zoning Commission before construction begins.
13. Review the zoning and development ordinance for additional requirements.
14. 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:

15. Detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
16. New Drive approaches shall conform to City of Sherman Standards and a permit is required.
17. Pro-Rata will be due at the time of development.
18. Require 9' of Right of Way along Lamberth Road.
19. Access Easement required for rear access.
20. Final site plans shall be provided and approved by the City Engineering Department.

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

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

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

Respectfully,



Scott Shadden

Secretary, Planning and Zoning Board and Board of Adjustment

CC:

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

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Dir. Of Community and Support Services
Amber Doan, Engineering Coordinator



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

Agenda Item No. 16.

Meeting Date: 10/18/2016

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

701 E. LAMBERTH ROAD

The request of John Mabary (Owner) and David Baca Studio, LLC (Architect) concerning the property at 701 East Lamberth Road, being 0.242 acres in the J.B. McAnair Survey, Abstract No. 763 also being part of Lot 1, Block 2, Dr. J.H. Carraway's Addition, as follows;

Planning and Zoning Commission

Zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an R-1 (One Family Residential) District to a C-1 (Retail Business) District.

Background:

The property is located at 701 East Lamberth Road, the northeast corner of Lamberth Road and Masters Street. The property is zoned an R-1 (One Family Residential) District and partially located in the O-1 (75 & 82) Overlay District. The owners would like to rezone the property from an R-1 (One Family Residential) District to a C-1 (Retail Business) District for commercial development. The site plan is conceptual and will require additional site plan approval from the Planning and Zoning Commission before construction begins.

Adjacent Zoning:

R-1 (One Family Residential) District

C-1 (Retail Business) District

Origination:

John Mabary (Owner)

David Baca Studio, LLC (Architect)

Master Plan Designation:

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

Number of notices mailed:

8

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Plat

Metes & Bounds Survey

Conceptual Site Plan

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 3.

Meeting Date: 11/07/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5992 and 5993

Issue:

D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5992

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District in the 1700 Block of West U.S. Highway 82, being 1.364 acres in the Uriah Burns Survey, Abstract No. 121 (TPJ Properties, LTD, Owners; SDB Partners, LLC, Prospective Buyers; and Teague, Nall & Perkins, Inc., Engineer/Architect/Surveyor)

D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5993

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 701 East Lamberth Road, being 0.242 acres in the J.B. McAnair Survey, Abstract No. 763, also being Part of Lot 1, Block 2, Dr. J.H. Carraway's Addition (John Mabary, Owner; and David Baca Studio, LLC, Architect)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 4.

Meeting Date: 11/07/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

- E. 3.** *** RESOLUTION NO. 6155**
Accepting the Contract with Lynn Vessels Construction Company, LLC as Complete for Construction of the Eastside Outfall Return Sewer Project
- E. 4.** *** RESOLUTION NO. 6156**
Awarding a Bid to and Authorizing Execution of an Annual Cost Reporting System Agreement with Public Consulting Group, Inc., based upon a Request for Proposal for the Ambulance Supplemental Payment Program (ASPP) for the City of Sherman
- E. 7.** *** RESOLUTION NO. 6159**
Authorizing the Purchase of a New Ram 3500 Truck for the Street Maintenance Department from Cowboy Chrysler Dodge Jeep through the Texas Local Government Purchasing Cooperative (BuyBoard)
- E. 8.** *** RESOLUTION NO. 6160**
Authorizing the Purchase of a Case TV380 T4 Track Loader, a 78" Low Profile Bucket, and 48" Pallet Forks for the Water Production Department from Associated Supply Company, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)
- F. 2.** *** OTHER BUSINESS**
Approve the Quarterly Investment Reports for Quarter Ended September 30, 2016

F. 3. * OTHER BUSINESS

Site Plan Approval for Hart Lumber Company in the Blalock Industrial Park; J.P. Hart Lumber Company, LLC, Owners/Tenant; Ed Snodgrass, Benchmark Design Group, LLC, Civil Engineers/Representative; Lloyd Plyler Construction, Contractor; and Underwood Drafting and Surveying, Surveyor; under Ordinance No. 2252, Article IV, Section 410(2)(j) for the Construction of Hart Lumber Company in the Blalock Industrial Park at 407 Progress Drive

F. 4. * OTHER BUSINESS

Replat Approval of Carrus Medical Plaza, being a Replat of Lot 5 of Carrus Medical Plaza of a Replat of Lot 2 of Post Oak Crossing East Addition and a 1.364 acre tract out of the Uriah Burns Survey, Abstract No. 121, being 3.770 acres in the Uriah Burns Survey, Abstract No. 121 and being all of Lot 5, Block 1 of the Replat of Carrus Medical Plaza, a Replat of Lot 2 of Post Oak Crossing East Addition; TPJ Properties, LTD and SDB Partners LLC, Owners; and Teague, Nall & Perkins, Inc., Engineer/Architect/Surveyor (1700 block of West U.S. Highway 82)

F. 5. * OTHER BUSINESS

Exception and Final Plat Approval for Sherman Crossroads Medical Addition in the Blalock Industrial Park; Heritage Development Partners, LLC and JRH Sherman, LLC, Owners; Brockett/Davis/Drake, Inc., Civil Engineers/Surveyor; under Ordinance No. 2252, Article IV, Section 410(2)(d) to allow Lot 1, Block 1 of the Proposed Sherman Crossroads Medical Addition to be 1.052 acres and Lot 2, Block 1 to be 2.00 acres in Lieu of Required Lot Area not to be Less than 25 acres in the Blalock Industrial Park at 115 and 209 West Travis Street

F. 6. * OTHER BUSINESS

Site Plan Approval for Crossroads Emergency Room in the Blalock Industrial Park; Heritage Development Partners, LLC and JRH Sherman, LLC, Owners; Brockett/Davis/Drake, Inc., Civil Engineers/Surveyor; Yeatts Architecture, PLLC, Architect; and The Beech Group, Construction Manager; under Ordinance No. 2252, Article IV, Section 410(2)(j) for the Construction of Crossroads Emergency Room in the Blalock Industrial Park at 115 West Travis Street

F. 7. * OTHER BUSINESS

Site Plan Approval for DaVita Medical Office Building in the Blalock Industrial Park; Heritage Development Partners, LLC and JRH Sherman, LLC, Owners; Brockett/Davis/Drake, Inc., Civil Engineers/Surveyor; Lonestar Architecture, Architect; and Harkinson Investment Corporation, Developer; under Ordinance No. 2252, Article IV, Section 410(2)(j) for the Construction of DaVita Medical Office Building in the Blalock Industrial Park at 209 West Travis Street



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 1.

Meeting Date: 11/07/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6153

Authorizing Execution of an Agreement with Los Hermanos Partnership, LLC, a Texas Limited Liability Company, under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 100 North Travis Street

Issue:

An agreement with Los Hermanos Partnership, LLC for a Building Restoration and Improvement Grant for improvements to a historically significant, Central Business District property at 100 North Travis Street

Background:

The City Council has allocated \$25,000.00 of the Hotel-Motel Occupancy Tax revenues for the 2016-2017 fiscal year for a Building Restoration and Improvement Grant Program, designed to stimulate substantial, visible, and permanent improvements to historically significant commercial buildings and to spur interest in vacant and underutilized buildings of historical value, in the Central Business District. Grants under the program are awarded at the City Council's sole discretion, in the maximum amount of \$25,000.00 per project. In all cases, applicants are required to provide matching funds, such that for every \$4 spent, \$1 reimbursement would be made, not to exceed the \$25,000.00 limit. Each grant is packaged as a forgivable loan with a lien placed on the property. The lien is released at the end of five years provided that, for the duration, the business remains open, operative, and free of graffiti and blight; taxes are kept current, and the property remains in compliance with all Development Services Department and Fire Department work orders. Projects must begin within 90 days of permit approval and be completed within twelve months.

This application is the first received in fiscal year 2017 and the eleventh received under the program. The project is to restore the historic structure established in 1902 and located at 100 North Travis Street in Downtown Sherman. The project will restore and renovate the interior and exterior of the 21,818 square foot structure (20,518 square foot net rentable area) and convert it to additional lease space for office professional and/or retail space. The expected qualified costs for the proposed renovation work are approximately \$117,003.08; excluding the demolition work that has already begun; the allowable amount of project costs is \$98,717.00. This means that up to \$24,679.00 is reimbursable under the grant program.

Origination:**Grant Applicants**

Los Hermanos Partnership, LLC, a Texas Limited Liability Company
Thomas L. Shields, Manager
Donald G. Knobler, Manager

Financial Consideration:

The 2016-2017 Hotel-Motel Tax Fund contains an allocation of \$25,000.00 for this incentive program for the Central Business District. Grants are at the discretion of the City Council; and any amount up to \$25,000.00 may be awarded.

Staff Recommendation:

As the application meets the requirements of the program, it is recommended that the City Council consider an award to Los Hermanos Partnership, LLC.

Alternatives:

The City Council could deny this request.

Attachments

Resolution No. 6153
Agreement
Grant Program Guidelines and Policies
Grant Application
Deed of Trust
Estimate from Mascot Construction Inc
Estimate from DaVinci Custom Builders
General Warranty Deed
Current Photos
Design Renderings
Aerial Location Map

RESOLUTION NO. 6153

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH LOS HERMANOS PARTNERSHIP, LLC, A TEXAS LIMITED LIABILITY COMPANY, UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 100 NORTH TRAVIS STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Los Hermanos Partnership, LLC, a Texas Limited Liability Company, for improvements to 100 North Travis Street under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program, 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 _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



**CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

AGREEMENT

THIS AGREEMENT is made and entered into on this the ____ day of _____, 2016, by and between the City of Sherman, a municipal corporation of the State of Texas, hereinafter referred to as “City”, and Los Hermanos Partnership, LLC, a Texas Limited Liability Company, hereinafter referred to as “Applicant(s).”

WITNESSETH THAT, in consideration of the mutual promises and undertaking herein for the purpose of carrying out the restoration of a downtown property, thereby benefiting both the Applicants and the City;

THEREFORE, the Applicants and the City certify and agree to the terms and conditions as set forth below:

**I.
TERMS OF AGREEMENT**

1. **Ownership and Grant Program.** The Applicants represent and presented documentation that they are the owners of or tenants in good standing of a certain property located at 100 North Travis Street in the City of Sherman, Grayson County, Texas, hereinafter referred to as “Property,” lying within an area where the City is conducting a Central Business District Historic Building Restoration and Improvement Grant Program as described in the Program’s “Guidelines and Policies,” a copy of which has been provided to the Applicants and is attached hereto as Exhibit “A” and made a part of this Agreement for all purposes, a copy of which has been provided to the Applicants.
2. **Property Description and Eligibility.** The Property is of commercial, retail, service, professional and/or office use, and Applicants’ proposed improvements to the Property listed in the Central Business District Historic Building Restoration and Improvement Grant Program Application are eligible improvements as described in the Program’s Guidelines and Policies. Applicants state that all of the information contained in the application is truthful and discloses sufficient information so as not to be misleading. The submitted application is attached hereto as Exhibit “B” and incorporated into this Agreement for all purposes.
3. **Compliance with Codes.** All improvements to be undertaken will be consistent with all applicable Zoning and Building Codes.

4. **City Approval for Work.** Only the work that is agreed to by the City and the Applicants, which will be outlined in a formal written notice to proceed to be provided to the Applicants by the City upon Application approval, will be eligible for reimbursement. Any changes to the project that are not approved by the City in writing will not be eligible for reimbursement. Any work that is begun by the Applicants prior to receiving a written notice to proceed from the City will not be eligible for reimbursement.
5. **Rebate/Reimbursement.** The City will rebate a portion of the cost of eligible building improvements as described in the Program Guidelines. Reimbursement claims for all eligible expenses for completed improvements must be accompanied by the following supporting documents: applicable planning and building permits, canceled checks and paid invoices/receipts for eligible work.
6. **Lien.** Upon completion of the work, the City shall record a conditional lien on the property in the full amount of the City's monetary grant to Applicants and the Applicants consent to such lien. The lien shall remain in effect until the terms and conditions in Exhibit "A" have been fully complied with or the lien in favor of the City has been paid in full.
7. **Display of Sign.** After the work has been completed, Applicants shall display a sign or banner (provided by the City) indicating participation in the Central Business District Historic Building Restoration and Improvement Grant Program. The sign shall be displayed either on the exterior or in the front window of the building for a period of thirty (30) days.
8. **City Access to Building.** Applicants agree to allow the City or its agents access to buildings and improvements, when convenient for all parties, for inspection of the Central Business District Historic Building Restoration and Improvement Grant Program work.
9. **Work Payment and Personnel.** In accordance with the terms of this Agreement, the Applicants shall hire all personnel and pay for all labor, materials, tools, transportation, services, City licenses and permits necessary to perform or cause to have performed, and all work as specified in the Application. Applicants are aware of Labor Code Section 3700, which requires worker's compensation insurance or self insurance for employees.
10. **Time Period for Work.** Upon the signing of this Agreement, the Applicants shall have a period of ninety (90) days in which to take out a building permit. Work shall commence within ninety (90) days of the approval date of the building permit and be completed within twelve (12) months thereafter. Extensions, if warranted, may be granted at the discretion of the City. No change to work without the written consent of both the City and Applicants will be permitted.
11. **Notice and Compliance with Laws.** The Applicants shall give all notices required and comply with all applicable laws, ordinances and codes and shall, at their expense, secure and pay all said fees and charges for the performance of the work.

12. **No City Liability.** Applicants understand and agree that the City and their officers, agents, and employees, shall have no responsibility or liability of any failure or inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements.
13. **Proper Use of Hotel/Motel Tax Revenues.** Applicants acknowledge that they are aware that the money being provided to them through this agreement comes from the City's Hotel/Motel Tax revenues; and Applicants further acknowledge and agree that they have independently determined that the project contemplated by this agreement and the submitted application complies with the State law regarding the use and application of such money, as set forth in the Texas Tax Code at Chapter 351, Section 351.101 and, in particular, that the project will enhance and promote tourism by attracting visitors from outside the City and the project will enhance the historical restoration, rehabilitation, or preservation of a historic structure. Applicants further acknowledge and agree that, if the project is determined at any time not to comply with Chapter 351 of the Texas Tax Code, any and all money acquired from the City by Applicants for this project shall be immediately and fully reimbursed to the City.

II. GENERAL TERMS

Assignment of Agreement

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

INDEMNIFICATION

Applicants shall indemnify, release, defend and hold City, their officers, employees and agents, harmless from all claims, losses, liabilities, damages, suits, actions or proceedings by any person including Applicants, their employees and agents from personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder by this indemnification shall not include the sole negligence or willful misconduct of City, their officers, employees or agents.

Successors and Assigns

City and Applicants each bind themselves, their partners, successors, assigns, and legal representatives to the other parties hereto, their partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement.

Severability and Conflict

Any provision or part of the Agreement held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and the Applicants, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Captions

Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Choice of Law: Venue

This Agreement, the entire relationship of the parties, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas, without giving effect to its choice of laws principles. This Agreement is wholly performable in Grayson County, Texas. Exclusive venue for any litigation between the parties shall be brought in Grayson County, Texas, and shall be brought in the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas. The parties waive any challenge to personal jurisdiction or venue (including without limitation a challenge based on inconvenience) in Grayson County, Texas, and specifically consent to the jurisdiction of the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas, Sherman Division.

Binding Authority

By their signatures below, the individuals represent that they have reviewed this Agreement with their attorney and that the individuals have the express authority to enter into this Agreement.

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 both the parties to be attached to and made a part of this Agreement.

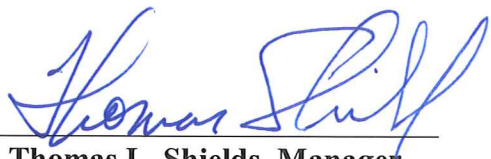
IN WITNESS WHEREOF, City and the Applicants have signed this Agreement in duplicate. One counterpart each has been delivered to City and the Applicants. All portions of the Agreement have been signed or identified by City and the Applicants or on their behalf.

EXECUTED on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS:

APPLICANT:
LOS HERMANOS PARTNERSHIP,
LLC, A TEXAS LIMITED LIABILITY
COMPANY

By: _____
Robby Hefton, City Manager

By: 
Name: Thomas L. Shields, Manager
Address: 301-C North Crockett Street
Sherman, Texas 75090
Phone: 903.202.0000

By: 
Name: Donald G. Knobler, Manager
Address: 301-C North Crockett Street
Sherman, Texas 75090
Phone: 903.202.0000

APPROVED AS TO FORM
AND CONTENT:

By: _____
Brandon S. Shelby, City Attorney



**CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

GUIDELINES AND POLICIES

The Building Restoration and Improvement Grant Program is designed to stimulate improvements to existing historically significant buildings in the Central Business District of the City of Sherman, Texas, to promote tourism, to enhance the physical appearance and economic vitality of downtown Sherman, and to promote joint public/private investment to complement ongoing historical revitalization efforts.

Program Objectives and Available Assistance

- To make positive, high-impact visual improvements to historically significant commercial buildings by providing an overall enhanced image for downtown Sherman, thereby attracting visitors to shop, dine, and do business in the Central Business District
- To provide a maximum of \$25,000.00 per project as a matching monetary incentive, a grant packaged as a forgivable loan with a conditional lien placed on the subject property, to the owners of historically significant commercial properties in the Central Business District for high-quality improvements to their properties
- In all cases, for every \$4.00 the applicant invests in the renovation or improvement of the subject property, the City will reimburse \$1.00 of qualified expenditures, up to the maximum grant authorized by the City Council not to exceed \$25,000.00 per project

Eligibility Requirements

- Assistance under this program will be considered subject to the availability of funding.
- Historic buildings within the downtown improvement area (map attached) that are of a commercial, retail, service, or professional use are eligible to participate in the program.
- For mixed-use historic buildings, only the portion of the building that is commercial, retail, service, or professional is eligible.
- The building to be improved must have historical significance either from an architectural point of view or a historical use or event that would tend to attract tourists to the buildings location.

Minimum Guidelines

- Buildings improved with funds from this program must remain open, operative, and free of graffiti and blight for a period of five (5) years from the date of agreement and until the lien is released.
- Tax payments for the subject property shall be up-to-date at the time of application and kept current throughout the five-year grant period.
- Outstanding work orders for the City's Developmental Services Department and/or the City's Fire Department and requests to comply therewith must be addressed prior to grant approval. Any noncompliance or outstanding violations will disqualify the applicant.

- **Grants will be approved at the sole discretion of the City.**
- To be accepted into the program, projects must make a substantial visible improvement to the appearance of the building, at the discretion of City staff. Repainting a building its same colors is considered maintenance, not an improvement.
- Building improvements should maintain the character of the downtown area; and the design drawings must be approved by the City in order to access funding for improvement.
- Improvements to be undertaken shall conform to the City's Codes and any other policies and regulations applying to the subject property.
- **Retroactive applications will not be accepted.** Applicants must consult with City staff before work begins to define a project scope.
- Program funds shall be made available only to projects that enhance and are sensitive to the historical nature of the structure.
- For properties with multiple storefronts, it is recommended that the façade treatment provide a cohesive theme while also allowing for some distinctive design elements to the various businesses, such as signage, exposing transom windows, lighting, flower boxes, murals, etc., to provide better street visibility and promote economic development downtown.
- For corner buildings fronting more than one street, improvements must be made to each frontage if determined necessary by City staff.

Application Prioritization

Funding is limited, and project applications will be prioritized on a first-come, first-served basis.

Eligible Improvements

Eligible improvements must be permanent in nature as determined exclusively by the City of Sherman. All improvements must be consistent with the City of Sherman Master Plan, Zoning Ordinance, Building Regulations, and other applicable laws. Eligible costs include the cost of materials, equipment, and contracted labor to complete eligible improvements, including, but not limited to, the following:

- New commercial or mixed-use construction
- Commercial code compliance renovations
- Permanent commercial interior remodeling improvements
- Permanent commercial site (exterior) improvements
- Compliance with Americans with Disabilities Act (ADA) for commercial properties
- Work necessary to bring the structure up to life-safety code standards
- Installation, repair, and replacement of exit (exterior) doors and hardware
- Repair, replacement, or addition of exterior shutters and awnings/canopies
- Repair, replacement or purchase of signs (when performed as part of an overall façade improvement)
- Repair and replacement or installation of interior and exterior stairs, porches, railings, and exit facilities
- Repair and rebuilding of interior and exterior walls, including cleaning, sealing, tuck pointing and painting
- Repair or replacement of frames, sills, glazing, replacement of glass and installation of new windows
- Installation of permanently affixed landscaping, such as stone or brick planters

- Installation, repair, or replacement of exterior lighting
- Mechanical, including rewiring, replumbing, insulation, mechanical systems/climate control

The City will prioritize projects. Consideration will be given to (1) threats to the survival of the structure, (2) importance of the structure to the overall goals of the program, (3) structural integrity and condition, and (4) cost effectiveness of the proposed work. In determining the grant amount, the City will also consider the time required to complete the project. Applicants are requested to limit their requests to projects that can be completed in a twelve (12) month period.

Ineligible Improvements

- No structural addition that would enlarge the residential (livable) space of the project is to be financed with these funds – nor an area not originally a livable space made livable.
- Residential structures
- Real estate or building purchases
- Furnishings and equipment purchases
- Working capital
- Inventory financing
- Title reports and legal fees
- Professional fees such as architects, engineers, and solicitors
- Labor provided by the Applicant or tenant of the building
- Extermination of insects, rodents, vermin and other pests
- Improvements that do not comply with City of Sherman Master Plan, Zoning Ordinance, Building Regulations, and other applicable laws
- Expenses incurred prior to grant application approval. Improvements cannot be undertaken before grant application approval.

Property Lien

Once the work is completed, the City will record a conditional lien on the property to ensure that the property improved with funds from this program remains open, operative, and free of graffiti and blight for a period of five (5) years from the date of agreement. If the Applicant fails to maintain the funded improvements for the entire five-year period, the City will recover its costs through the lien. If the Applicant satisfactorily fulfills the program requirements, the lien will be released at the end of five (5) years from the date of agreement.

Application Process

Program Application and Agreement forms are available in the City Manager's Office in the Sherman City Hall, 220 West Mulberry Street, Sherman, Texas 75091-1106, telephone (903) 892-7201. The application process is as follows:

- After reviewing the program guidelines, the Applicant will meet with City staff to discuss the desired work to be undertaken. If the proposed work is within the program guidelines, as determined exclusively by City staff, a completed application is submitted to the City. Written bids, sketches, color samples, and material supplies should be included.

- The Applicant is responsible for submitting plans and specifications to the City and obtaining all required planning and building permits, and any other applicable approvals, with the assistance of City staff.
- The Sherman City Council will consider the recommendations made by the City staff and will make its decision in a public meeting. The Council's decision will be made by adopting a resolution, which will authorize the City Manager to enter into a grant agreement with the Applicant.
- With the Council's authorization, the City Manager will cause the necessary documents to be drawn up and will sign the grant agreement.
- Upon approval, the City will send a "Notice to Proceed" to the Applicant. The Applicant may proceed with the planned building improvements pursuant to the approved design and issued permits. All payments for the work should be made by the Applicant and supported by clearly defined invoices outlining eligible work. Work shall commence within ninety (90) days of the approval date of the building permits. Extensions may be granted solely at the discretion of City staff.
- City staff will monitor the ongoing progress during construction to ensure that the work is performed according to the approved application and plans. No changes to work shall be made without the written consent of both the Applicant and the City. Approved "Change in Work" forms will be attached to the original application, dated and signed by the City Manager.
- Deviations from approved plans and specifications may disqualify the Applicant from this grant program.
- Once the work is completed, the City will record a conditional lien, good for five (5) years, on the subject property to be released upon completion of the program requirements.
- Funds will be disbursed upon completion of the project. City staff will conduct a final inspection before the grant funds will be disbursed to the Applicant. A Certificate of Approval will be issued to the Applicant.
- Reimbursement claims for all eligible expenses must be submitted with the following supporting documents.
 - A completed Rebate Claim form supplied by the City of Sherman
 - Any applicable planning and building permits
 - Cancelled checks and paid invoices/receipts for eligible work

After final approval of the improvements, the rebate reimbursement will be processed. Allow thirty (30) days for receipt of the rebate check.

- After the work is completed, Applicant shall display a sign or banner (provided by the City) indicating participation in the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program. The sign or banner shall be displayed either on the exterior or in the front window of the building for a period of thirty (30) days.

Loan Applications

The loan application requires:

- Information summarizing the project, including complete construction plans and specifications

- The project cost and the amount of other dollars being brought to the project
- Preliminary commitment of private funds
- Specific uses of all funds
- Current financial and/or profit and loss statements
- Amount of grant requested and proposed term being requested
- Current lien/title report on the subject property

All applications must be made on forms provided by the City of Sherman. For further information, please contact:

Robby Hefton
City Manager
City of Sherman

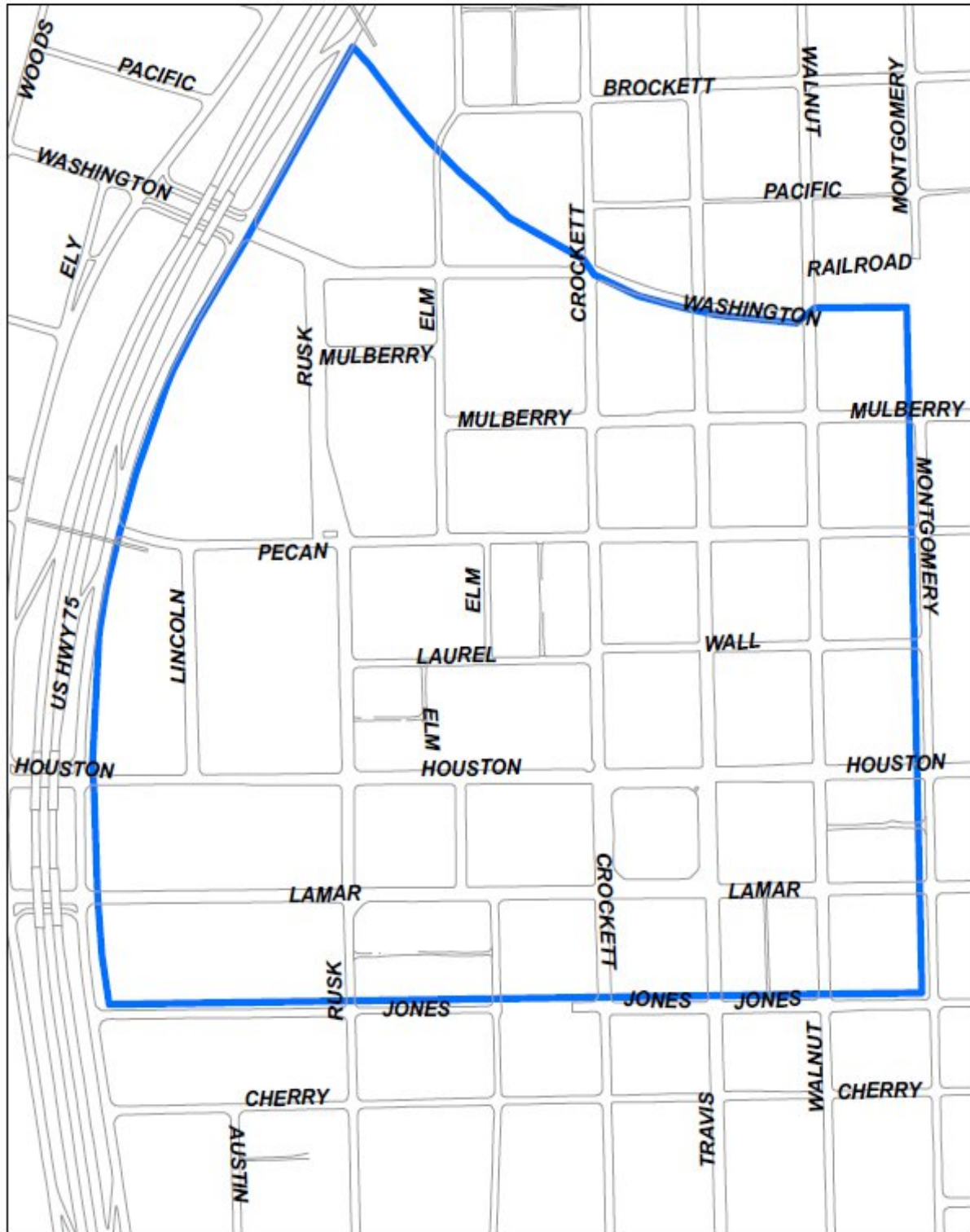
Scott Shadden
Developmental Services Director
City of Sherman

Physical Address:
Sherman City Hall, City Manager's Office
220 West Mulberry Street
Sherman, Texas 75090
or
Mailing Address:
P. O. Box 1106
Sherman, Texas 75091-1106

Physical Address:
Sherman City Hall, Building Inspection
220 West Mulberry Street
Sherman, Texas 75090
or
Mailing Address:
P. O. Box 1106
Sherman, Texas 75091-1106

Telephone: (903) 892-7201
Facsimile: (903) 892-7355
E-Mail: robbyh@ci.sherman.tx.us

Telephone: (903) 892-7333
Facsimile: (903) 892-7274
E-Mail: scotts@ci.sherman.tx.us



Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090

Central Business District





**CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

Submission Requirements

It is strongly recommended that all Applicants carefully review the “City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program Guidelines and Policies” prior to completing an application.

It is also recommended that Applicants discuss their proposed improvements and any questions regarding the submission requirements with the Developmental Services Department and the City Manager’s Office prior to completing the application form.

Please ensure that the following items have been included in your submission. Failure to provide the necessary documentation will delay the processing of your application.

Application Checklist:

- ☐ Copy of deed included
- ☐ Copy of mortgage (if applicable) included
- ☐ Description of proposed improvements – designs/drawings attached
- ☐ Pictures attached
- ☐ Estimate of costs/quotes or other details
- ☐ Signature of owner/authorized agent
- ☐ Application complete
- ☐ Are improvements in compliance with the City of Sherman Master Plan, Zoning Ordinance, Building Regulations, and other applicable laws?
- ☐ All material, pictures, drawings, newspaper articles, original deeds, etc. that will help identify the building as a historically significant structure through architectural design, building use or events that have taken place in or around it.
- ☐ Architectural and elevation renderings.



CITY OF SHERMAN
City Manager's Office
220 West Mulberry Street
Sherman, Texas 75090
Tele: (903) 892-7201 Fax: (903) 892-7355

FOR OFFICE USE ONLY	
File # _____	
Assessment Role Number _____	Assessed Property Value _____
Property Address _____	

Date Application Received _____	Date Application Completed _____

**CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

Application

The information requested below will be used to process your application under the terms and conditions of the City of Sherman's Historic Building Restoration and Improvement Grant (Forgivable Loan) Program.

I. Applicant Information

1. Applicant(s) name: _____
Mailing address: _____
City: _____ State: _____ Zip: _____
2. Applicant's daytime telephone number: _____
Cell # (____) _____ Facsimile # (____) _____
E-mail address: _____
3. Status of applicant (please check one)
☐ Property owner with vacant facility
☐ Property owner with tenant business
☐ Property owner/operator of existing business on property
☐ Property tenant with property owner consent
4. Owner of property is a/an (please check one)
☐ Individual
☐ Partnership (attach copy of Partnership Agreement)
☐ Corporation/profit (attach copy of Articles of Incorporation)
☐ Corporation/nonprofit (attach list of officers and directors)
☐ Trust (attach copy of Trust Agreement)
☐ Other
5. Length of ownership: _____
Date purchased: _____

II. Property Information

1. Address of property to be improved:

2. Legal description of subject property:

3. Tax Assessor Parcel Number(s):

4. Year built:_____ Square footage:_____
5. Is this a National Register building? Yes___ No___ (check one)
Is this a building of known historical significance? Yes___ No___ (check one)
6. What are the current types of businesses occupying the building?

7. Name and phone number of tenant(s), if applicable:_____

(Attach additional names/numbers, if needed)
8. Use of building after construction:_____

9. Number of parking spaces provided:_____ Proposed:_____ Total:_____
10. Current zoning:_____
11. Is a zoning amendment required? Yes___ No___ (check one)
12. Attach architectural and elevation renderings.

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans. Identify the materials to be used, such as the type of paint or stain (i.e., exterior latex, color, etc.). Include details of new signs or awnings, etc. Provide color photos of the subject property and those adjacent prior to and after the improvements are made.

Please note: Applicants should carefully review the “City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program Guidelines and Policies”, and discuss all proposed improvements with the City of Sherman’s Developmental Services Department prior to completing this application. It is also

recommended that Applicants discuss their proposed improvements and any questions regarding the submission requirements with the Developmental Services Department and the City Manager's Office prior to completing the application form.

Description: _____

☐ **Designs Attached**

☐ **Before Picture(s) Attached**

2. How many jobs will be **retained** once the project is completed? _____

_____ Full-time positions

_____ Part-time positions

3. How many **new positions** will result from this project? _____

_____ Full-time positions

_____ Part-time positions

IV. Work Estimates

Please attach two (2) independent contractor estimates for each component of the proposed improvement. Please note that grant/forgivable loan funding shall be based on the lowest bid. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements. Professional fees such as architects, engineers, and solicitors are not eligible costs. Labor provided by the Applicant or tenant of the building is not an eligible cost.

1. Name/Company and Phone Number of Preferred Contractor:

Amount: _____

2. Name/Company and Phone Number of Second Contractor:

Amount: _____

3. Additional Estimates/Comments: (Please attach additional quotes, as required)

4. Total estimated costs of your improvements: _____

5. Estimated completion date for your improvements? _____

V. Historic Significance

The City's Program for improving the historic buildings of downtown Sherman is being funded through the City's Hotel/Motel Tax revenues, which require that this money may be spent only on historic buildings that would tend to attract tourists. Many factors may indicate a building's historic significance such as age, architectural design, building use, events or significant people. Some of this may be proved through deeds, pictures, books, newspaper articles and the like. Attach to this application all matters that would prove your claim that this is a historic building.

VI. Signature of Owner/Authorized Agent – Affidavit or Sworn Declaration

I/We, _____, of the City of Sherman, County of Grayson, State of Texas, make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application in respect of the application is true.

I/We hereby authorize inspections of my/our property to be improved.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program.

Sworn to (or declared before me), _____, a Notary Public in and for the State of Texas, on this the _____ day of _____, 20____.

Applicant

Co-Applicant

Property Owner (if different from Applicant)

Notary Public, State of Texas
My Commission Expires: _____

VII. Consent of the Owner to the Use and Disclosure of Personal Information

I/We, _____,
am the owner of the land that is the subject of this Application and, for the purposes of the
Freedom of Information and Protection of Privacy Act, I/we authorize and consent to the use by
or the disclosure to any person or public body of any personal information that is collected under
the authority of the _____ for the purposes of processing this application.

Date

Signature of Owner(s)

VIII. Authorization for Agent *(complete only if Applicant is not the registered Owner)*

I/We, _____,
the Owner(s) of the subject property, have reviewed and understand the guidelines and policies
for the City of Sherman Central Business District Historic Building Restoration and Improvement
Grant Program, including the requirement of a conditional property lien, and hereby authorize
_____ (Agent) to act on my/our behalf with respect to the
application.

Date

Signature of Owner(s)

Note: Information provided in this application will become part of a public record.

FOR OFFICE USE ONLY (Entire Page)

	Staff Initials	Comments
Ownership Confirmed		
Property Taxes Paid in Full		
Work Order Search (Building)		
Fire Code Conformity		
Master Plan Conformity		
Zoning Conformity		
Building Regulations Conformity		
Copy of Deed Attached		
Copy of Mortgage Attached		
Proof of Historical Significance		
Architectural Renderings		
Elevation Renderings		



**CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

AGREEMENT

THIS AGREEMENT is made and entered into on this the _____ day of _____, 20____, by and between the City of Sherman, a municipal corporation of the State of Texas, hereinafter referred to as “City”, and _____, hereinafter referred to as “Applicants.”

WITNESSETH THAT, in consideration of the mutual promises and undertaking herein for the purpose of carrying out the restoration of a downtown property, thereby benefiting both the Applicants and the City;

THEREFORE, the Applicants and the City certify and agree to the terms and conditions as set forth below:

**I.
TERMS OF AGREEMENT**

1. **Ownership and Grant Program.** The Applicants represent and presented documentation that they are the owners of or tenants in good standing of a certain property located at _____ in the City of Sherman, Grayson County, Texas, hereinafter referred to as “Property,” lying within an area where the City is conducting a Central Business District Historic Building Restoration and Improvement Grant Program as described in the Program’s “Guidelines and Policies,” a copy of which has been provided to the Applicants and is attached hereto as Exhibit “A” and made a part of this Agreement for all purposes, a copy of which has been provided to the Applicants.
2. **Property Description and Eligibility.** The Property is of commercial, retail, service, professional and/or office use, and Applicants’ proposed improvements to the Property listed in the Central Business District Historic Building Restoration and Improvement Grant Program Application are eligible improvements as described in the Program’s Guidelines and Policies. Applicants state that all of the information contained in the application is truthful and discloses sufficient information so as not to be misleading. The submitted application is attached hereto as Exhibit “B” and incorporated into this Agreement for all purposes.
3. **Compliance with Codes.** All improvements to be undertaken will be consistent with all applicable Zoning and Building Codes.
4. **City Approval for Work.** Only the work that is agreed to by the City and the Applicants, which will be outlined in a formal written notice to proceed to be provided to the Applicants by the City upon Application approval, will be eligible for reimbursement. Any changes to the project that are not approved by the City in writing will not be eligible for reimbursement. Any work that is

begun by the Applicants prior to receiving a written notice to proceed from the City will not be eligible for reimbursement.

5. **Rebate/Reimbursement.** The City will rebate a portion of the cost of eligible building improvements as described in the Program Guidelines. Reimbursement claims for all eligible expenses for completed improvements must be accompanied by the following supporting documents: applicable planning and building permits, canceled checks and paid invoices/receipts for eligible work.
6. **Lien.** Upon completion of the work, the City shall record a conditional lien on the property in the full amount of the City's monetary grant to Applicants and the Applicants consent to such lien. The lien shall remain in effect until the terms and conditions in Exhibit "A" have been fully complied with or the lien in favor of the City has been paid in full.
7. **Display of Sign.** After the work has been completed, Applicants shall display a sign or banner (provided by the City) indicating participation in the Central Business District Historic Building Restoration and Improvement Grant Program. The sign shall be displayed either on the exterior or in the front window of the building for a period of thirty (30) days.
8. **City Access to Building.** Applicants agree to allow the City or its agents access to buildings and improvements, when convenient for all parties, for inspection of the Central Business District Historic Building Restoration and Improvement Grant Program work.
9. **Work Payment and Personnel.** In accordance with the terms of this Agreement, the Applicants shall hire all personnel and pay for all labor, materials, tools, transportation, services, City licenses and permits necessary to perform or cause to have performed, and all work as specified in the Application. Applicants are aware of Labor Code Section 3700, which requires worker's compensation insurance or self insurance for employees.
10. **Time Period for Work.** Upon the signing of this Agreement, the Applicants shall have a period of ninety (90) days in which to take out a building permit. Work shall commence within sixty (60) days of the approval date of the building permit and be completed within twelve (12) months thereafter. Extensions, if warranted, may be granted at the discretion of the City. No change to work without the written consent of both the City and Applicants will be permitted.
11. **Notice and Compliance with Laws.** The Applicants shall give all notices required and comply with all applicable laws, ordinances and codes and shall, at their expense, secure and pay all said fees and charges for the performance of the work.
12. **No City Liability.** Applicants understand and agree that the City and their officers, agents, and employees, shall have no responsibility or liability of any failure or inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements.
13. **Proper Use of Hotel/Motel Tax Revenues.** Applicants acknowledge that they are aware that the money being provided to them through this agreement comes from the City's Hotel/Motel Tax revenues; and Applicants further acknowledge and agree that they have independently determined that the project contemplated by this agreement and the submitted application complies with the State law regarding the use and application of such money, as set forth in the Texas Tax Code at Chapter 351, Section 351.101 and, in particular, that the project will enhance and promote tourism by attracting visitors from outside the City and the project will enhance the

historical restoration, rehabilitation, or preservation of a historic structure. Applicants further acknowledge and agree that, if the project is determined at any time not to comply with Chapter 351 of the Texas Tax Code, any and all money acquired from the City by Applicants for this project shall be immediately and fully reimbursed to the City.

II. GENERAL TERMS

Assignment of Agreement

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

INDEMNIFICATION

Applicants shall indemnify, release, defend and hold City, their officers, employees and agents, harmless from all claims, losses, liabilities, damages, suits, actions or proceedings by any person including Applicants, their employees and agents from personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder by this indemnification shall not include the sole negligence or willful misconduct of City, their officers, employees or agents.

Successors and Assigns

City and Applicants each bind themselves, their partners, successors, assigns, and legal representatives to the other parties hereto, their partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement.

Severability and Conflict

Any provision or part of the Agreement held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and the Applicants, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Captions

Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Choice of Law: Venue

This Agreement, the entire relationship of the parties, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas, without giving effect to its choice of laws principles. This Agreement is wholly performable in Grayson County, Texas.

Exclusive venue for any litigation between the parties shall be brought in Grayson County, Texas, and shall be brought in the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas. The parties waive any challenge to personal jurisdiction or venue (including without limitation a challenge based on inconvenience) in Grayson County, Texas, and specifically consent to the jurisdiction of the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas, Sherman Division.

Binding Authority

By their signatures below, the individuals represent that they have reviewed this Agreement with their attorney and that the individuals have the express authority to enter into this Agreement.

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 both the parties to be attached to and made a part of this Agreement.

IN WITNESS WHEREOF, City and the Applicants have signed this Agreement in duplicate. One counterpart each has been delivered to City and the Applicants. All portions of the Agreement have been signed or identified by City and the Applicants or on their behalf.

EXECUTED on this the _____ day of _____, 2____.

CITY OF SHERMAN, TEXAS:

APPLICANTS:

By: _____
Robby Hefton, City Manager

By: _____
Name: _____
Address: _____

Phone: _____

By: _____
Name: _____
Address: _____

Phone: _____

**APPROVED AS TO FORM
AND CONTENT:**

By: _____
**Brandon S. Shelby,
City Attorney**



**CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

Rebate Claim Form

Program Participant(s): _____

Project Address: _____

Interior Improvements:

Type:	\$
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Sub-Total	_____

Exterior Improvements:

Type:	\$
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Sub-Total	_____

Total Rebate Amount (per Program Guidelines): \$ _____

I/We hereby make a formal claim for reimbursement of the above-indicated expenses incurred in improving the interior and exterior of the subject property under the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program. I/We certify that the expenses incurred are as listed and have attached invoices marked “paid” and copies of cancelled checks in support of the claim.

Date: _____

Applicant

Applicant



CITY OF SHERMAN
City Manager's Office
220 West Mulberry Street
Sherman, Texas 75090
Tele: (903) 892-7201 Fax: (903) 892-7355

FOR OFFICE USE ONLY

File # _____
Assessment Role Number _____ Assessed Property Value _____
Property Address _____
Date Application Received _____ Date Application Completed _____

CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM

Application

The information requested below will be used to process your application under the terms and conditions of the City of Sherman's Historic Building Restoration and Improvement Grant (Forgivable Loan) Program.

I. Applicant Information

1. Applicant(s) name: Los Hermanos Partnership, LLC
Mailing address: 301-C North Crockett
City: Sherman State: TX. Zip: 75090
2. Applicant's daytime telephone number: 903-202-0000
Cell # (903) 271-4276 Facsimile # () _____
E-mail address: _____
3. Status of applicant (please check one)
☐ Property owner with vacant facility
☒ Property owner with tenant business
☐ Property owner/operator of existing business on property
☐ Property tenant with property owner consent
4. Owner of property is a/an (please check one)
☐ Individual
☐ Partnership (attach copy of Partnership Agreement)
☐ Corporation/profit (attach copy of Articles of Incorporation)
☐ Corporation/nonprofit (attach list of officers and directors)
☐ Trust (attach copy of Trust Agreement)
☒ Other LLC
5. Length of ownership: 14r. 10 mos.
Date purchased: 1-21-15

II. Property Information

1. Address of property to be improved: 100 North Travis
Sherman, TX. 75090
2. Legal description of subject property: Part of Lot Six (6) in Block Two (2) Original Town Plat
3. Tax Assessor Parcel Number(s): Property ID: 5034-2181015 Quick-Ref. ID: R161839
4. Year built: 1902 Square footage: 21,818 sq.ft. - Gross Building Area
20,518 sq.ft. - Net Rentable Area
(Per Appraisal)
5. Is this a National Register building? Yes ☐ No ☒ (check one)
Is this a building of known historical significance? Yes ☐ No ☐ (check one)
6. What are the current types of businesses occupying the building?
Courthouse Market, Architect, Attorney - CPA - Merry Maids -
Chandeliers Boutique, Gelatos
7. Name and phone number of tenant(s), if applicable: N/A

(Attach additional names/numbers, if needed)
8. Use of building after construction: Additional Lease Space for
Office Professional and for retail space.
9. Number of parking spaces provided: _____ Proposed: _____ Total: _____
10. Current zoning: C-1 Retail Business District
11. Is a zoning amendment required? Yes ☐ No ☒ (check one)
12. Attach architectural and elevation renderings.

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans. Identify the materials to be used, such as the type of paint or stain (i.e., exterior latex, color, etc.). Include details of new signs or awnings, etc. Provide color photos of the subject property and those adjacent prior to and after the improvements are made.

Please note: Applicants should carefully review the "City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program Guidelines and Policies", and discuss all proposed improvements with the City of Sherman's Developmental Services Department prior to completing this application. It is also

recommended that Applicants discuss their proposed improvements and any questions regarding the submission requirements with the Developmental Services Department and the City Manager's Office prior to completing the application form.

Description: Provide permits, labor and materials to perform asbestos test and abatement. Demolish all interior walls, ceiling, flooring, staircase and storefront. Haul off and properly dispose of all trash & demolished materials. Furnish & install new glass store front & entry door with wood trim to match the other existing storefronts. Install temporary barricade for safety/security. Build back interior walls, ceiling & staircase per layout on plans to accommodate new office lobby, new ADA restroom, & new office shell space 100 D. Furnish & install all applicable plumbing, restroom fixtures & accessories for new ADA restroom. Furnish & install new 6 ton split system HVAC unit for heating & cooling of the office lobby & shell space 100 D. Furnish & install all new electrical & lighting per electrical layout & plan. Provide & install all fixtures / finishes (Floor tile, paint, laminates, stair tread, stainless steel guardrails on staircase, white oak hand rails

☐ Designs Attached

☐ Before Picture(s) Attached

Shelf, bench, doors & signage) per plans & specs.

2. How many jobs will be **retained** once the project is completed? _____

_____ Full-time positions

_____ Part-time positions

3. How many **new positions** will result from this project? _____

_____ Full-time positions

_____ Part-time positions

IV. Work Estimates

Please attach two (2) independent contractor estimates for each component of the proposed improvement. Please note that grant/forgivable loan funding shall be based on the lowest bid. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements. Professional fees such as architects, engineers, and solicitors are not eligible costs. Labor provided by the Applicant or tenant of the building is not an eligible cost.

1. Name/Company and Phone Number of Preferred Contractor:

Mascot Construction, Inc. (Paul Terrell)

469-854-8601

469-854-8617

Amount: \$117,003.08

2. Name/Company and Phone Number of Second Contractor:

DAVINCI CUSTOM BUILDERS

Amount: \$101,545

713.234.6639 x996

3. Additional Estimates/Comments: (Please attach additional quotes, as required)

4. Total estimated costs of your improvements: _____

5. Estimated completion date for your improvements? _____

V. **Historic Significance**

The City's Program for improving the historic buildings of downtown Sherman is being funded through the City's Hotel/Motel Tax revenues, which require that this money may be spent only on historic buildings that would tend to attract tourists. Many factors may indicate a building's historic significance such as age, architectural design, building use, events or significant people. Some of this may be proved through deeds, pictures, books, newspaper articles and the like. Attach to this application all matters that would prove your claim that this is a historic building.

VI. **Signature of Owner/Authorized Agent – Affidavit or Sworn Declaration**

I/We, Los Hermanos Partnership, LLC, of the City of Sherman, County of Grayson, State of Texas, make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application in respect of the application is true.

I/We hereby authorize inspections of my/our property to be improved.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program.

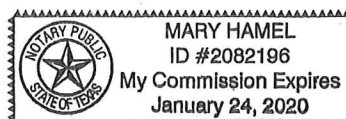
Sworn to (or declared before me), Mary Hamel, a Notary Public in and for the State of Texas, on this the 1 day of Nov., 2016.

[Signature]
Applicant

Co-Applicant

Property Owner (if different from Applicant)

Mary Hamel
Notary Public, State of Texas
My Commission Expires: 1-24-20



VII. Consent of the Owner to the Use and Disclosure of Personal Information

I/We, Las Hermanas Partnership, LLC,
am the owner of the land that is the subject of this Application and, for the purposes of the
Freedom of Information and Protection of Privacy Act, I/we authorize and consent to the use by
or the disclosure to any person or public body of any personal information that is collected under
the authority of the _____ for the purposes of processing this application.

11-1-16
Date

[Signature]
Signature of Owner(s)

VIII. Authorization for Agent (complete only if Applicant is not the registered Owner)

I/We, _____,
the Owner(s) of the subject property, have reviewed and understand the guidelines and policies
for the City of Sherman Central Business District Historic Building Restoration and Improvement
Grant Program, including the requirement of a conditional property lien, and hereby authorize
_____ (Agent) to act on my/our behalf with respect to the
application.

Date

Signature of Owner(s)

Note: Information provided in this application will become part of a public record.

FOR OFFICE USE ONLY (Entire Page)

	Staff Initials	Comments
Ownership Confirmed	_____	_____
Property Taxes Paid in Full	_____	_____
Work Order Search (Building)	_____	_____
Fire Code Conformity	_____	_____
Master Plan Conformity	_____	_____
Zoning Conformity	_____	_____
Building Regulations Conformity	_____	_____
Copy of Deed Attached	_____	_____
Copy of Mortgage Attached	_____	_____
Proof of Historical Significance	_____	_____
Architectural Renderings	_____	_____
Elevation Renderings	_____	_____



70 2015 00001128

Grayson County
Wilma Bush
Grayson County Clerk
Sherman, Texas 75090

0119133

Instrument Number: 2015-00001128

As

Recorded On: January 21, 2015

Recordings

Parties: LOS HERMANOS PARTNERSHIP LLC

Billable Pages: 8

To AMERISTATE BANK

Number of Pages: 10

Comment: DT

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	44 00
Total Recording:	44.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

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

File Information:

Document Number: 2015-00001128

Receipt Number: 417641

Recorded Date/Time: January 21, 2015 10:42:13A

Book-Vol/Pg: BK-OR VL-5573 PG-325

User / Station: G WHITE - Cashiering Station 1

Record and Return To:

RED RIVER TITLE CO

421 N. CROCKETT ST

SHERMAN TX 75090



THE STATE OF TEXAS
COUNTY OF GRAYSON
I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Public Records of Grayson County Texas

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

01/13/15
DEED OF TRUST

RECORDATION REQUESTED BY:

AmeriState Bank
Atoka
PO Box 718
113 S. Pennsylvania Street
Atoka, OK 74525

Bk Vol Pg
00001128 OR 5573 326

WHEN RECORDED MAIL TO:

AmeriState Bank
Atoka
PO Box 718
113 S. Pennsylvania Street
Atoka, OK 74525

SEND TAX NOTICES TO:

LOS HERMANOS PARTNERSHIP, LLC, a Texas Limited Liability
Company
402 W Lamar
Sherman, TX 75090

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



00000000004416422034001212015

THIS DEED OF TRUST is dated January 21, 2015, among LOS HERMANOS PARTNERSHIP, LLC, a Texas Limited Liability Company ("Grantor"); AmeriState Bank, whose address is Atoka, PO Box 718, 113 S. Pennsylvania Street, Atoka, OK 74525 (referred to below sometimes as "Beneficiary"); and Charles A. McCall, whose address is PO Box 718, Atoka, OK 74525 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; and all easements, rights of way, and appurtenances; all water and water rights; and all other rights, royalties, and profits relating to the real property, including without limitation such rights as Grantor may have in all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Grayson County, State of Texas:

Being a part of Lot SIX (6) in Block TWO (2) of ORIGINAL TOWN PLAT, of Sherman, Grayson County, Texas, as shown by Plat of record in Volume "B", Page 1, Deed Records, Grayson County, Texas, containing 50.20 x 103.40 feet of land, more or less, and being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

The Real Property or its address is commonly known as 100 North Travis, Sherman, TX 75090.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. However, this Deed of Trust shall not secure, and the "Indebtedness" shall not include, any obligations arising under Subchapters E and F of Chapter 342 of the Texas Finance Code, as amended.

Grantor hereby absolutely assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

PURPOSE OF LOAN. The Note in the amount of \$440,000.00 represents, in part or in whole, cash or other financial accommodations advanced or committed by Lender to Grantor on January 21, 2015 at Grantor's request, of which Grantor hereby acknowledges receipt.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and

DEED OF TRUST (Continued)

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maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent. This restriction will not apply to rights and easements (such as gas and oil) not owned by Grantor and of which Grantor has informed Lender in writing prior to Grantor's signing of this Deed of Trust.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Texas law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and Lender's reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

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Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds 1000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender, with losses made payable to Lender. GRANTOR MAY FURNISH THE REQUIRED INSURANCE WHETHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT INSURANCE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF TEXAS. If Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may, but shall not be required to, do so at Grantor's expense, and the cost of the insurance will be added to the Indebtedness. If any such insurance is procured by Lender, Grantor will be so notified, and Grantor will have the option of furnishing equivalent insurance through any insurer authorized to transact business in Texas. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds 1000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note or at the highest rate authorized by law, from the date incurred or paid by Lender to the date of repayment by Grantor. To the extent permitted by applicable law, all such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION, JUDGMENTS AND AWARDS. The following provisions relating to condemnation proceedings, judgments, decrees and

DEED OF TRUST (Continued)

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awards for injury to the Property are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. To the extent permitted by applicable law, all judgments, decrees and awards for injury or damage to the Property, or any part of the Property, and awards pursuant to proceedings for condemnation of the Property, are hereby absolutely assigned to Lender, and if all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award, judgment or decree shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Grantor a release of this Deed of Trust lien and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. However, it is agreed that the payment of all the Indebtedness and performance of such obligations shall not terminate this Deed of Trust unless the liens and interests created hereby are released by Lender by a proper recordable instrument. Any filing fees required by law shall be paid by Grantor, if permitted by applicable law.

DEFAULT. Default will occur if payment in full is not made immediately when due.

RIGHTS AND REMEDIES ON DEFAULT. If Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender may declare the unpaid principal balance of the Indebtedness due and payable. In no event will Grantor be required to pay any unearned interest.

Foreclosure. If Lender invokes the power of sale, Trustee, at the request of Lender, may sell all or any portion of the Property at public auction to the highest bidder for cash at the location within the courthouse designated by the County Commissioners Court, or if no such area has been designated, at the area designated in the notice of sale within the courthouse, between the hours of 10:00 A.M. and 4:00 P.M. on the first Tuesday of any month, after the Trustee or its agent has given notice of the time and place of sale and of the property to be sold as required by the Texas Property Code, as then amended.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. As additional security for the payment of the Indebtedness, Grantor hereby assigns to Lender all Rents as defined in the Definitions section of this Deed of Trust. Lender shall have the right at any time, and even though no Default shall have occurred under this Deed of Trust, to collect and receive the Rents. Lender shall provide any notice required by applicable law with regard to such enforcement of its right to collect and receive the Rents. In addition, if the Property is vacant, Lender may rent or lease the Property. Lender shall not

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(Continued)**

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be liable for its failure to rent the Property, to collect any Rents, or to exercise diligence in any matter relating to the Rents; Lender shall be accountable only for Rents actually received. Lender neither has nor assumes any obligation as lessor or landlord with respect to any occupant of the Property. Rents so received shall be applied by Lender first to the remaining unpaid balance of the Indebtedness, in such order or manner as Lender shall elect, and the residue, if any, shall be paid to the person or persons legally entitled to the residue.

Trustee's Powers. Grantor hereby jointly and severally authorizes and empowers Trustee to sell all or any portion of the Property together or in lots or parcels, as Trustee may deem expedient, and to execute and deliver to the purchaser or purchasers of such Property good and sufficient deeds of conveyance of fee simple title, or of lesser estates, and bills of sale and assignments, with covenants of general warranty made on Grantor's behalf. In no event shall Trustee be required to exhibit, present or display at any such sale any of the Property to be sold at such sale. The Trustee making such sale shall receive the proceeds of the sale and shall apply the same as provided below. Payment of the purchase price to Trustee shall satisfy the liability of the purchaser at any such sale of the Property, and such person shall not be bound to look after the application of the proceeds.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, (2) vacate the Property immediately upon the demand of Lender, or (3) if such tenants refuse to surrender possession of the Property upon demand, the purchaser shall be entitled to institute and maintain the statutory action of forcible entry and detainer and procure a writ of possession thereunder, and Grantor expressly waives all damages sustained by reason thereof.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Trustee may convey all or any part of the Property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty. Grantor waives all requirements of appraisal, if any. The affidavit of any person having knowledge of the facts to the effect that proper notice as required by the Texas Property Code was given shall be prima facie evidence of the fact that such notice was in fact given. Recitals and statements of fact in any notice or in any conveyance to the purchaser or purchasers of the Property in any foreclosure sale under this Deed of Trust shall be prima facie evidence of the truth of such facts, and all prerequisites and requirements necessary to the validity of any such sale shall be presumed to have been performed. Any sale under the powers granted by this Deed of Trust shall be a perpetual bar against Grantor, Grantor's heirs, successors, assigns and legal representatives.

Proceeds. Trustee shall pay the proceeds of any sale of the Property (a) first, to the expenses of foreclosure, including reasonable fees or charges paid to the Trustee, including but not limited to fees for enforcing the lien, posting for sale, selling, or releasing the Property, (b) then to Lender the full amount of the Indebtedness, (c) then to any amount required by law to be paid before payment to Grantor, and (d) the balance, if any, to Grantor.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as Lender's attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law. In the event of foreclosure of this Deed of Trust, Lender shall be entitled to recover from Grantor Lender's reasonable attorneys' fees and actual disbursements that Lender necessarily incurs in pursuing such foreclosure.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other lienholder of the Property of the commencement of a foreclosure proceeding or of the commencement of any other action to which Lender may avail itself as a remedy, except to the extent required by applicable law or by written agreement.

Trustee. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Substitute Trustee. Lender, at Lender's option, from time to time, and more than once, may appoint in writing a successor or substitute trustee, with or without cause, including the resignation, absence, death, inability, refusal or failure to act of the Trustee. The successor or substitute trustee may be appointed without ever requiring the resignation of the former trustee and without any formality except for the execution and acknowledgment of the appointment by the beneficiary of this Deed of Trust. The successor or substitute trustee shall then

DEED OF TRUST (Continued)

Loan No: 4416422

Page 6

succeed to all rights, obligations, and duties of the Trustee. This appointment may be made on Lender's behalf by the President, any Vice President, Secretary, or Cashier of Lender.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Deed of Trust will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Texas. In all other respects, this Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oklahoma without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Deed of Trust is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Deed of Trust has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Oklahoma.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means AmeriState Bank, and its successors and assigns.

Borrower. The word "Borrower" means LOS HERMANOS PARTNERSHIP, LLC, a Texas Limited Liability Company and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**DEED OF TRUST
(Continued)**

Loan No: 4416422

Page 7

Grantor. The word "Grantor" means LOS HERMANOS PARTNERSHIP, LLC, a Texas Limited Liability Company.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means AmeriState Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated January 21, 2015, in the original principal amount of \$440,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is January 21, 2020.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property. The word "Rents" shall also mean all "Rents" as defined in Chapter 64 of the Texas Property Code.

Trustee. The word "Trustee" means Charles A. McCall, whose address is PO Box 718, Atoka, OK 74525 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

LOS HERMANOS PARTNERSHIP, LLC, A TEXAS LIMITED LIABILITY COMPANY

By: 

Donald G. Knobler, Manager of LOS HERMANOS PARTNERSHIP, LLC, a Texas Limited Liability Company

By: 

Thomas L. Shields, Manager of LOS HERMANOS PARTNERSHIP, LLC, a Texas Limited Liability Company

DEED OF TRUST
(Continued)

Loan No: 4416422

Page 8

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Texas

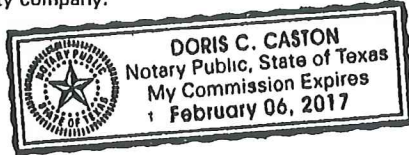
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) SS

COUNTY OF Cory

)

This instrument was acknowledged before me on Jan 21, 2015 by Donald G Knobler, Manager of LOS HERMANOS PARTNERSHIP, LLC, a Texas Limited Liability Company and Thomas L Shields, Manager of LOS HERMANOS PARTNERSHIP, LLC, a Texas Limited Liability Company, members on behalf of LOS HERMANOS PARTNERSHIP, LLC, a Texas Limited Liability Company, a limited liability company.


Notary Public, State of Texas

Bk Vol Ps
00001128 OR 5573 334

Filed for Record in:
Grayson County

On: Jan 21, 2015 at 10:42A

As a
Recording

Document Number: 00001128

Amount: 44.00

Receipt Number -

417641

By:
GAIL WHITE

STATE OF TEXAS COUNTY OF GRAYSON

I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:

Grayson County
as stamped hereon by me.

Jan 21, 2015

Wilma Bush, Grayson County Clerk
Grayson County

Mascot Construction Inc.

1782 W. McDermott Dr
Allen, TX 75013

Contract

Contract Date: 7/5/2016

Contract # : 8380

Bill To:

Los Hermanos Realty
301C N Crockett
Sherman, TX 75090

Job Site:

Boardwalk Office Suites
100 North Travis Street
Sherman, TX 75090

PO #	PM :	Jon
Description	Cost	Total
Bid per plans and specifications dated 5/19/16		
Air Monitoring	1,875.00	1,875.00T
Asbestos Testing	1,125.00	1,125.00T
Asbestos Remediation	7,686.00	7,686.00T
Permits	485.00	485.00T
Structural Steel	2,800.00	2,800.00T
Demo/Clearing	7,600.00	7,600.00T
Carpentry	11,950.00	11,950.00T
Doors & Hardware	2,385.00	2,385.00T
* Drywall	17,500.00	17,500.00T
Glass	7,915.00	7,915.00T
Ceramic Tile	6,850.00	6,850.00T
Painting	7,300.00	7,300.00T
Plumbing	5,960.00	5,960.00T
Electrical	5,000.00	5,000.00T
HVAC	5,532.62	5,532.62T
Signage	1,541.00	1,541.00T
Millwork & Trim	6,575.00	6,575.00T
Profit	8,006.37	8,006.37T
Exclusions: Electrical & plumbing to HVAC, elevator floor & handrail, temporary lockset for fire escape door and handrail for fire escape stairwell, final clean, acrylic, building directory signage, and fire alarm		

Phone:

469-854-8601

Fax:

469-854-8668

Tax (8.25%)

\$8,917.09

Total

\$117,003.08

DaVinci Custom Builders

Boardwalk Building Remodel Proposal

Permits	\$ 500
Demo & trash removal	\$ 9,200
Install structural steel as needed	\$ 3,100
Construction, trim, doors & hardware	\$21,500
Drywall, Tape, bed & texture	\$17,000
Storefront and other glass	\$ 7,400
Tile & install labor	\$ 7,100
Paint	\$ 6,100
Electrical	\$ 5,200
HVAC	\$ 4,800
Plumbing	\$ 4,700
Sign	\$ 1,700
Contractor fee	\$13,245

TOTAL	\$101,545
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**** Electronically Filed Document ****

Wilma Blackshear Bush
County Clerk
Grayson County

Document Number: 2015-47
Recorded As : E-FILE RECORDINGS

Recorded On: January 02, 2015
Recorded At: 11:14:31 am
Number of Pages: 5
Book-VI/Pg: Bk-OR VI-5566 Pg-160
Recording Fee: \$28.00

Parties:

Direct- MARSAN MTB LLC
Indirect- LOS HERMANOS PARTNERSHIP LLC

Receipt Number: 416419
Processed By: GAIL WHITE

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

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



THE STATE OF TEXAS
COUNTY OF GRAYSON
I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

503391

General Warranty Deed

Date: December 31, 2014

Grantor: MARSAN MTB, LLC

Grantor's Mailing Address:

332 Klas Rd.

Sherman, TX 75090

Grantee: LOS HERMANOS PARTNERSHIP, LLC

Grantee's Mailing Address:

301-C N. Crockett

Sherman, TX 75090

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
FOR ALL PURPOSES.

Reservations from Conveyance:

None.

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2014, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

MARSAN MTB, LLC

By: Sandra Buckner
SANDRA BUCKNER, MANAGER

By: Mark Buckner
MARK BUCKNER, MANAGER

STATE OF TEXAS)

COUNTY OF Grayson)

Before me, a Notary Public, on this day personally appeared SANDRA BUCKNER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of MARSAN MTB, LLC, as its MANAGER, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of December, 2014.



Tamara Noyes
Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF Grayson)

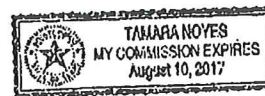
Before me, a Notary Public, on this day personally appeared MARK BUCKNER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of MARSAN MTB, LLC, as its MANAGER, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of December, 2014.

Tamara Noyes
Notary Public, State of Texas
My commission expires: _____

PREPARED IN THE OFFICE OF:

ADAMS, BENNETT, DUNCAN & HENLEY
100 East Broadway
Gainesville, Texas 76240



AFTER RECORDING RETURN TO:

EXHIBIT A

SITUATED in the County of Grayson, State of Texas, being a part of Lot SIX (6) in Block TWO (2) of the ORIGINAL TOWN PLAT of SHARMAN, TEXAS as shown by plat of record in Volume "B", Page 1, Deed Records, Grayson County, Texas, being the same property conveyed by American Bank of Texas to Arnold Perkins by deed dated December 30, 1993, recorded in Volume 2314, Page 278, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at the Southeast corner of both said Lot Six, and Block Two, the Southeast corner of said Perkins tract, at the intersection of the North line of Houston Street with the West line of Travis Street;

THENCE South 74 deg. 00 min. 00 sec. West, with the South line of said Block Two, the North line of said Houston Street, a distance of 50.20 feet to a found chisled "X" in concrete maintaining the Southeast corner of an 8,974 square foot tract of land described in Tract One in deed from Thomas A. Redvine to Margaret Grynwald, recorded in Volume 2360, Page 227, Real Property Records, Grayson County, Texas;

THENCE North 16 deg. 00 min. 00 sec. West, with an East line of said 8,974 square foot tract, a distance of 103.40 feet to the most Easterly Northeast corner of said 8,974 square foot tract on the South line of a 24 x 100 foot tract of land conveyed by William Bradford Birge to Neilson Rogers by deed dated May 6, 1992, recorded in Volume 2111, Page 925, Real Property Records, Grayson County, Texas, and at the Northwest corner of a brick and stucco building;

THENCE North 74 deg. 00 min. 00 sec. East, with the South line of said 24 x 100 foot tract, and along the North line of said building, a distance of 50.20 feet to the intersection of the North wall of said building with the East line of said Block Two, the West line of Travis Street, the Southeast corner of said 24 x 100 foot tract;

THENCE South 16 deg. 00 min. 00 sec. with the East line of said Block Two, the West line of said Travis Street, a distance of 103.40 feet to the PLACE OF BEGINNING, and containing 50.20 x 103.40 FEET OF LAND more or less.....

BEFORE

PICTURES

100 N. TRAVIS









AFTER 6 PM
THE BUILDING SHOULD REMAIN LOCKED ALL DAY
DURING WEEKENDS. TENANTS ARE WELCOME TO
WORK IN THEIR SUITES AT ANY TIME, BUT THE FRONT
DOOR MUST BE LOCKED ON WEEKDAYS AFTER 6 PM
AND ALL DAY ON WEEKENDS. THIS IS SOLELY FOR THE
PROTECTION OF ALL OF OUR TENANTS.
IF YOU HAVE CUSTOMERS AFTER THOSE TIMES, PLEASE
WALK THEM DOWN TO LOCK THE DOOR BEHIND
THEM.

WALL 10-1



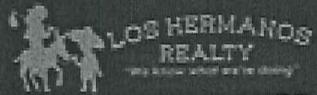


100 N. TRAVIS

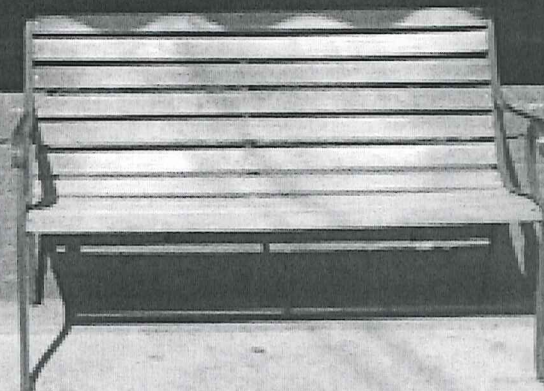
BOARDWALK BUILDING

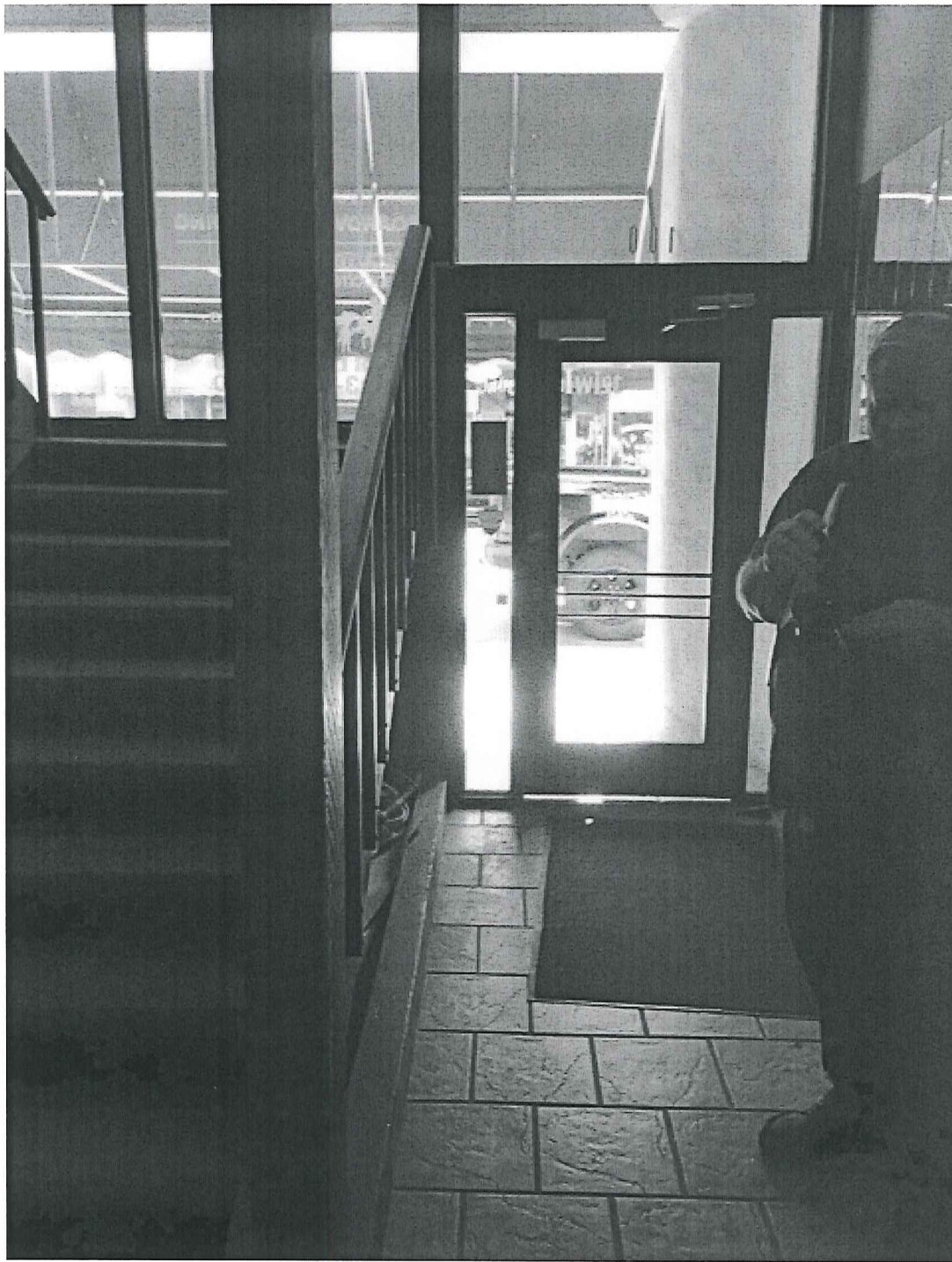
EXECUTIVE OFFICES

NO SOLICITORS

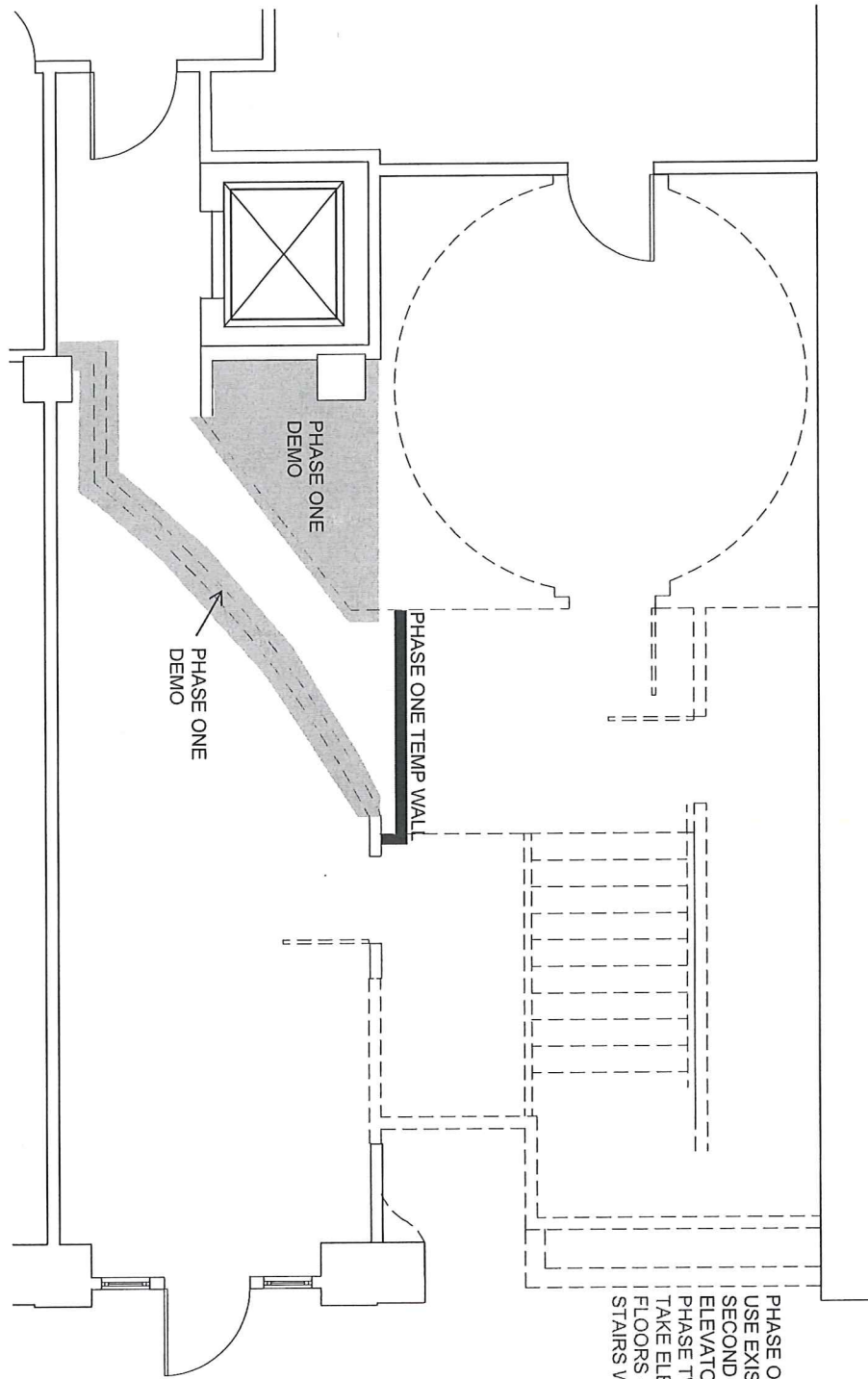


FOR LEASING INFO
903-202-0000









PHASE ONE: TENANTS MUST
USE EXISTING STAIRS TO
SECOND FLOOR THEN TAKE
ELEVATOR.
PHASE TWO: TENANTS MUST
TAKE ELEVATOR TO ALL
FLOORS - FIRST FLOOR
STAIRS WILL BE CLOSED.

**FIRST FLOOR
CONSTRUCTION PHASING PLAN**



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

demolition plans

PROJECT NUMBER 1521	DATE 05.19.16	SHEET NUMBER CP1.0
-------------------------------	-------------------------	------------------------------



Boardwalk Office Suites Entry

100 North Travis Street, Sherman, Texas 75090

david **Baca**
STUDIO

100 NORTH TRAVIS STREET, NO. 500A, SHERMAN, TEXAS 75090

903 893 5800

903 893 5866

david@davidbacastudio.com

PROJECT DATA

APPLICABLE CODES:

- 2009 INTERNATIONAL EXISTING BUILDINGS CODE
- 2009 INTERNATIONAL MECHANICAL CODE
- 2009 INTERNATIONAL PLUMBING CODE
- 2009 INTERNATIONAL FIRE CODE
- 2011 NATIONAL ELECTRICAL CODE
- 2009 INTERNATIONAL ENERGY CONSERVATION CODE
- AND ALL APPLICABLE LOCAL AMENDMENTS

GENERAL NOTES:

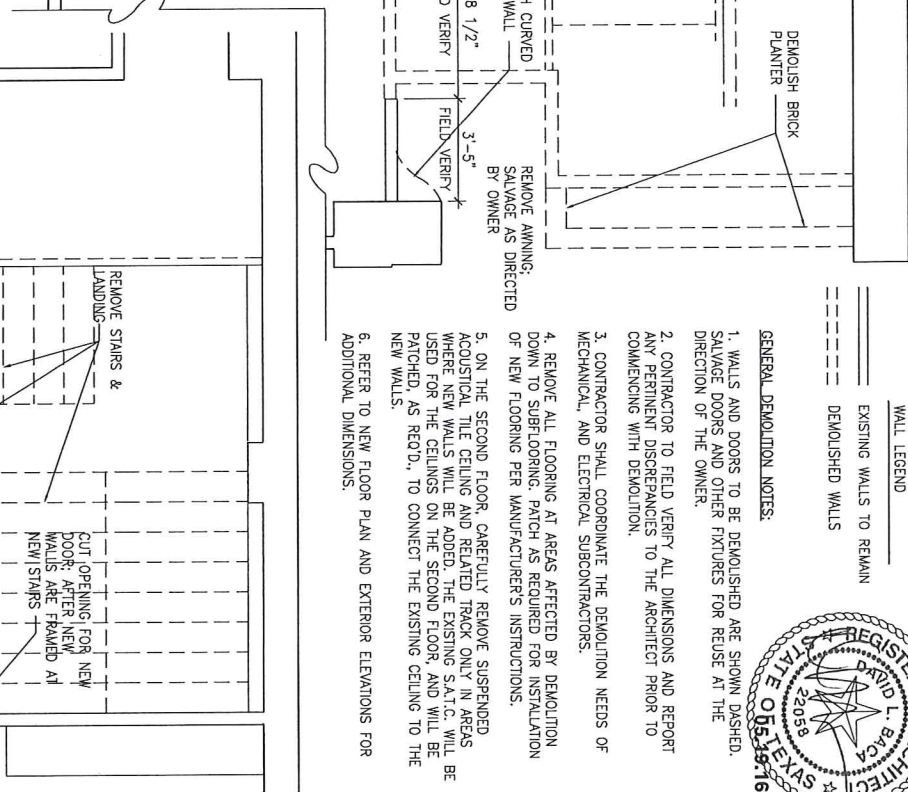
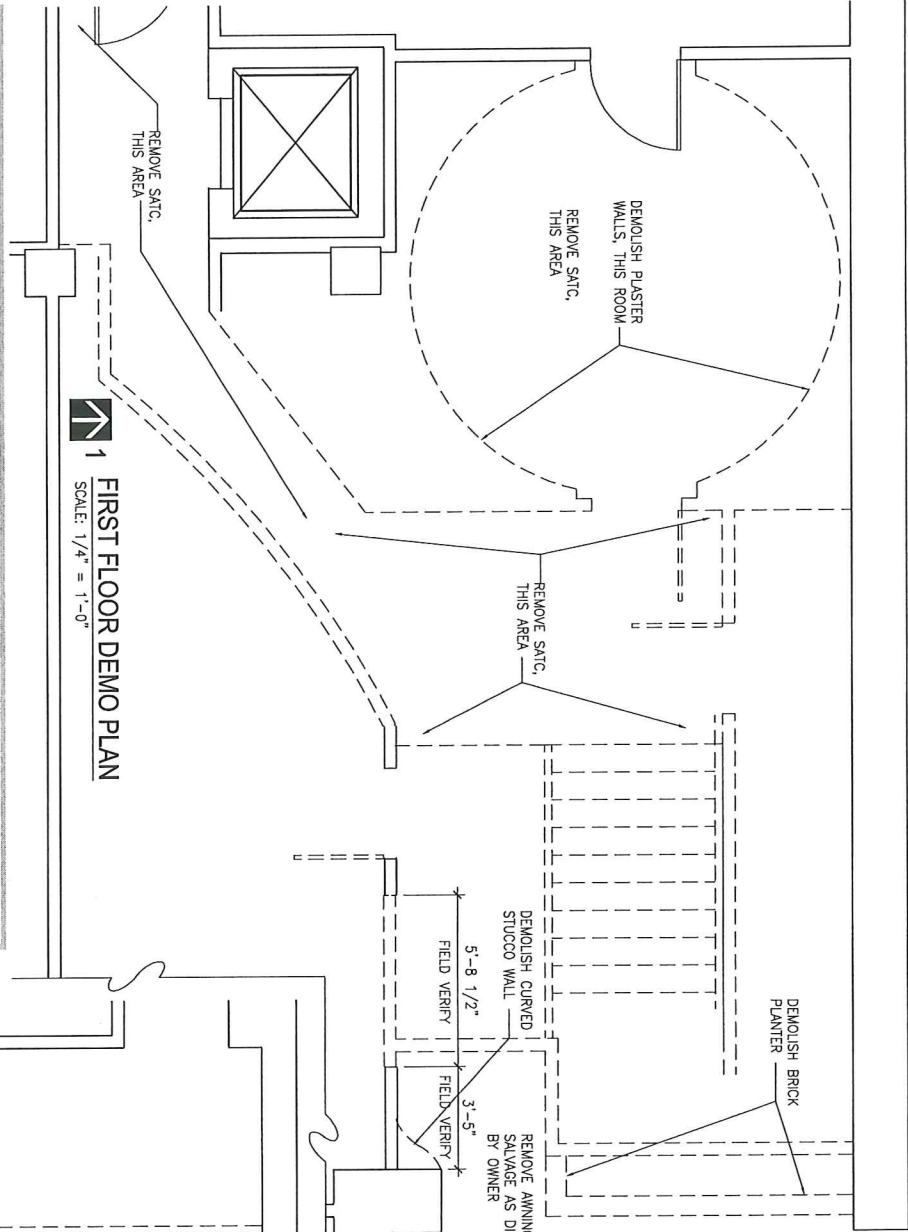
1. ALL DIMENSIONS SHALL BE FIELD VERIFIED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. EACH NEW OPENING FOR EACH NEW STOREFRONT TYPE SHALL BE FIELD VERIFIED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
3. NEW DEMISING WALLS SHALL BE 1-HR & COMPLY WITH UL-U465, AND SHALL TERMINATE AT THE EXISTING STRUCTURE.

MODIFIED AREAS:

FIRST FLOOR 984 S.F.

SECOND FLOOR 404 S.F.

CONSTRUCTION TYPE: III-B



WALL LEGEND

— EXISTING WALLS TO REMAIN

- - - DEMOLISHED WALLS



- GENERAL DEMOLITION NOTES:**
1. WALLS AND DOORS TO BE DEMOLISHED ARE SHOWN DASHED. SALVAGE DOORS AND OTHER FIXTURES FOR REUSE AT THE DIRECTION OF THE OWNER.
 2. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS AND REPORT ANY PERTINENT DISCREPANCIES TO THE ARCHITECT PRIOR TO COMMENCING WITH DEMOLITION.
 3. CONTRACTOR SHALL COORDINATE THE DEMOLITION NEEDS OF MECHANICAL, AND ELECTRICAL SUBCONTRACTORS.
 4. REMOVE ALL FLOORING AT AREAS AFFECTED BY DEMOLITION DOWN TO SUBFLOORING. PATCH AS REQUIRED FOR INSTALLATION OF NEW FLOORING PER MANUFACTURER'S INSTRUCTIONS.
 5. ON THE SECOND FLOOR, CAREFULLY REMOVE SUSPENDED ACUSTICAL TILE CEILING AND RELATED TRACK ONLY IN AREAS WHERE NEW WALLS WILL BE ADDED. THE EXISTING S.A.T.C. WILL BE USED FOR THE CEILINGS ON THE SECOND FLOOR, AND WILL BE PATCHED, AS REQ'D, TO CONNECT THE EXISTING CEILING TO THE NEW WALLS.
 6. REFER TO NEW FLOOR PLAN AND EXTERIOR ELEVATIONS FOR ADDITIONAL DIMENSIONS.

demolition plans

PROJECT NUMBER
1521

DATE
05.19.16

SHEET NUMBER
A0.0

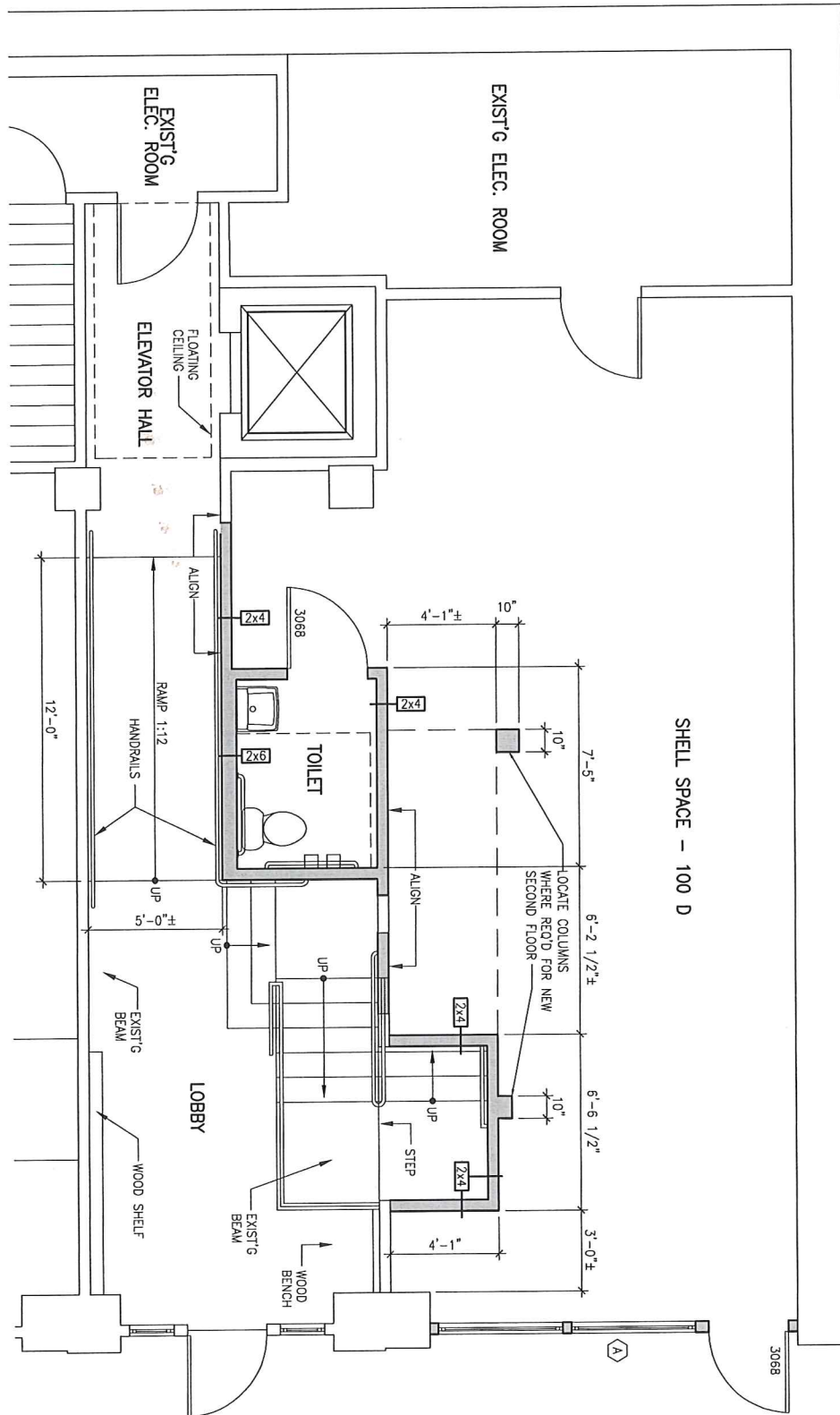


Boardwalk Office Suites Entry

100 North Travis Street, Sherman, Texas 75090

100 NORTH TRAVIS STREET, NO. 500A, SHERMAN, TEXAS 75090 | 903 893 5800 | 903 893 5866 | david@davidbacastudio.com

david **Baca**
STUDIO



SHELL SPACE - 100 D

1 NEW FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



WALL LEGEND
 ===== EXISTING WALLS TO REMAIN
 ===== DEMOLISHED WALLS

first floor plan

PROJECT NUMBER
1521
DATE
05.19.16
SHEET NUMBER
A1.0

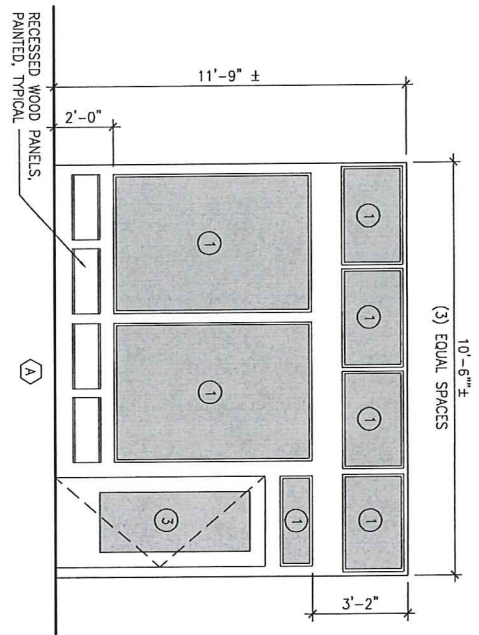


Boardwalk Office Suites Entry

100 North Travis Street, Sherman, Texas 75090

david**baca**
STUDIO

100 NORTH TRAVIS STREET, NO. 500A, SHERMAN, TEXAS 75090 1 903 893 5800 1 903 893 5866 david@davidbacastudio.com



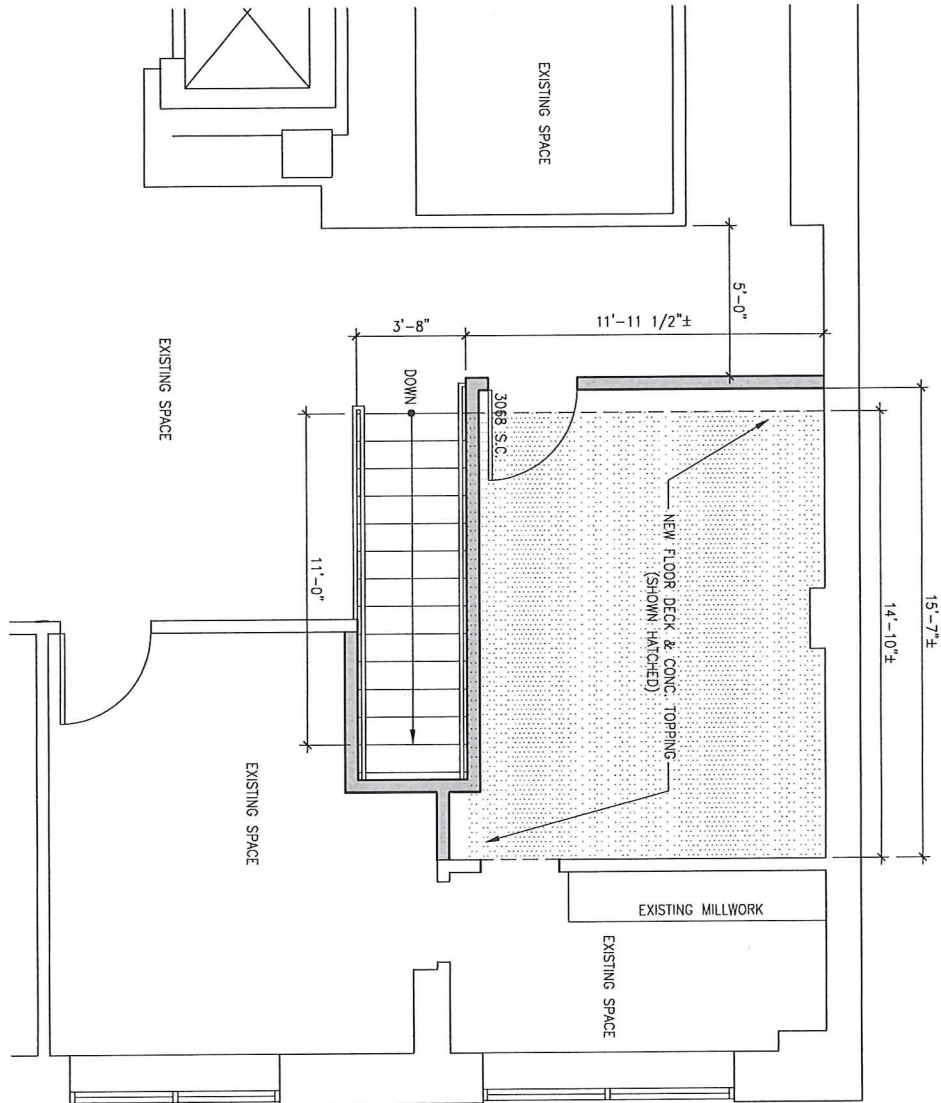
2 DOOR & WINDOW ELEVATION

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

MARK	DESCRIPTION
1	CLEAR FLOAT INSULATED, LOW-E
2	1/4" CLEAR FLOAT GLASS
3	CLEAR FLOAT INSULATED TEMPERED GLASS, LOW-E
4	1/4" CLEAR TEMPERED GLASS
5	PAINTED WOOD

GENERAL NOTES:

1. PROVIDE TEMPERED GLASS WHERE REQUIRED BY CODE.
2. CONFIRM WALL THICKNESSES AT EXIST'G WALL PRIOR TO FRAME FABRICATION.
3. APPLY CUPERNALL WATER REPELLENT ON ALL UNFINISHED EXTERIOR WOOD TRIM PRIOR TO PAINTING.
4. APPLY NP-1 SEALANT AT ALL JOINTS IN WOOD TRIM & WHERE TRIM ADJOINS EXISTING MASONRY.



1 NEW SECOND FLOOR PLAN



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



second floor plan

PROJECT NUMBER	1521
DATE	05.19.16
SHEET NUMBER	A1.1



Boardwalk Office Suites Entry

100 North Travis Street, Sherman, Texas 75090

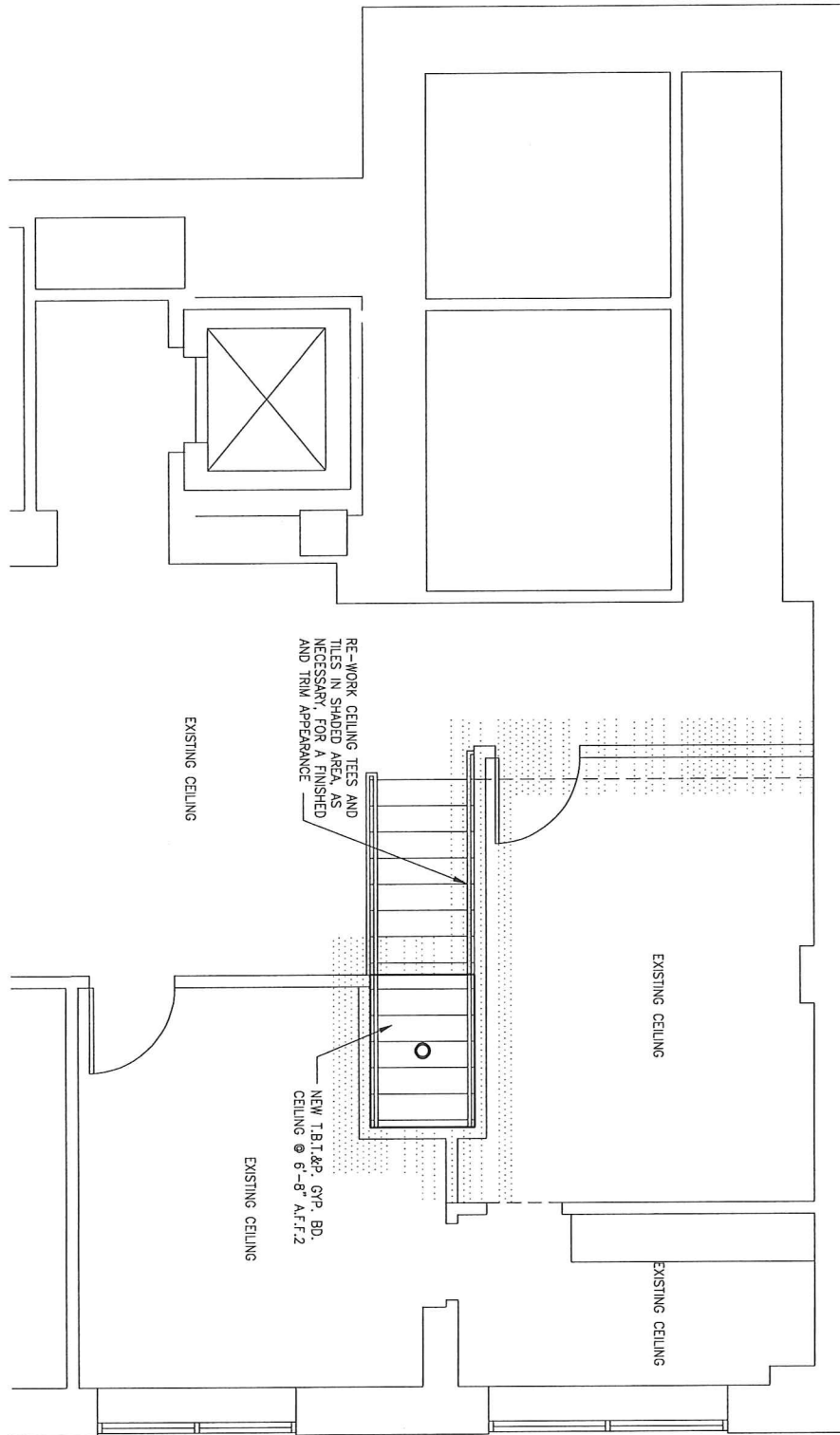
100 NORTH TRAVIS STREET, NO. 500A, SHERMAN, TEXAS 75090

903 893 5800

903 893 5866

david@davidbacastudio.com

david **Baca**
STUDIO



SECOND FLOOR
LOBBY REFLECTED CEILING PLAN

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



second floor reflected ceiling plan

PROJECT NUMBER	1521
DATE	05.19.16
SHEET NUMBER	A2.1



Boardwalk Office Suites Entry

100 North Travis Street, Sherman, Texas 75090

100 NORTH TRAVIS STREET, NO. 500A, SHERMAN, TEXAS 75090

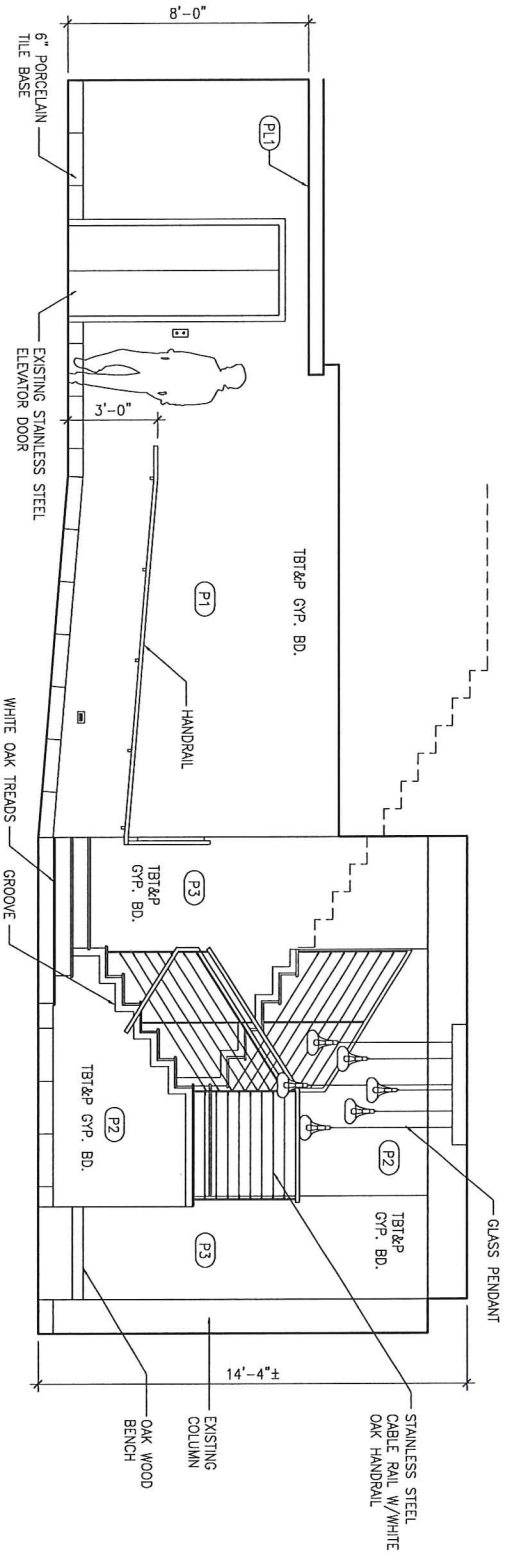
903 893 5800

903 893 5866

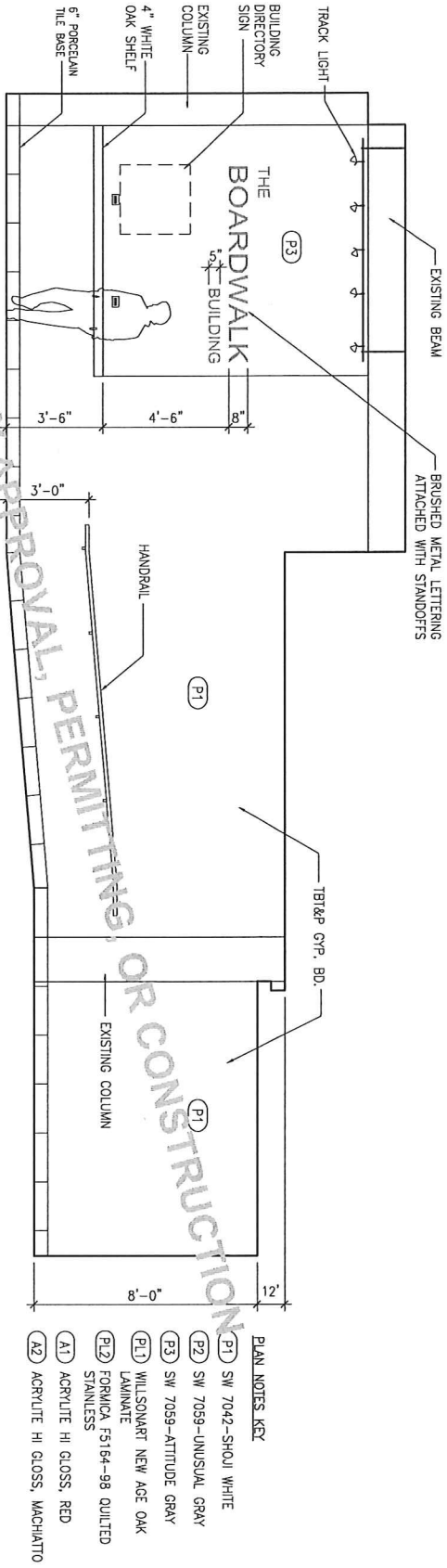
david@davidbocastudio.com

david**baca**
STUDIO

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION



1
INTERIOR ELEVATION AT
ELEVATOR HALL / LOBBY NORTH WALL
SCALE: 1/4" = 1'-0"



2
INTERIOR ELEVATION AT
ELEVATOR HALL / LOBBY SOUTH WALL
SCALE: 1/4" = 1'-0"

- PLAN NOTES KEY
- (P1) SW 7042-SHOW WHITE
 - (P2) SW 7059-UNUSUAL GRAY
 - (P3) SW 7059-ATTITUDE GRAY
 - (P4) WILSONART NEW AGE OAK LAMINATE
 - (P5) FORMICA F5164-98 QUILTED STAINLESS
 - (A1) ACRYLITE HI GLOSS, RED
 - (A2) ACRYLITE HI GLOSS, MACHIAITTO

interior elevations

PROJECT NUMBER
1521

DATE
05.16.16

SHEET NUMBER
A3.0



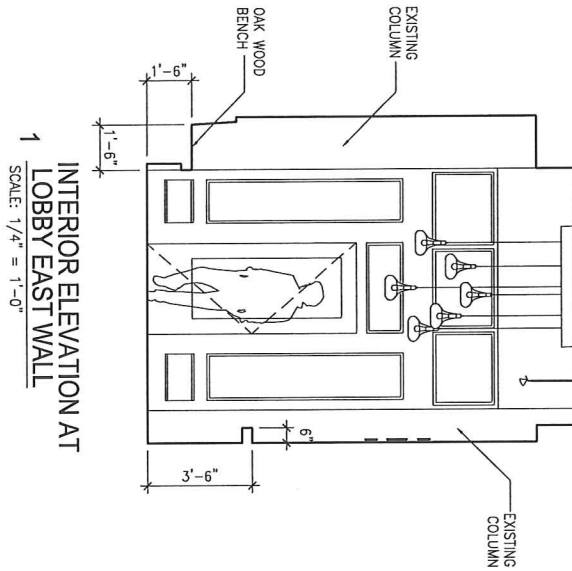
Boardwalk Office Suites Entry

100 North Travis Street, Sherman, Texas 75090

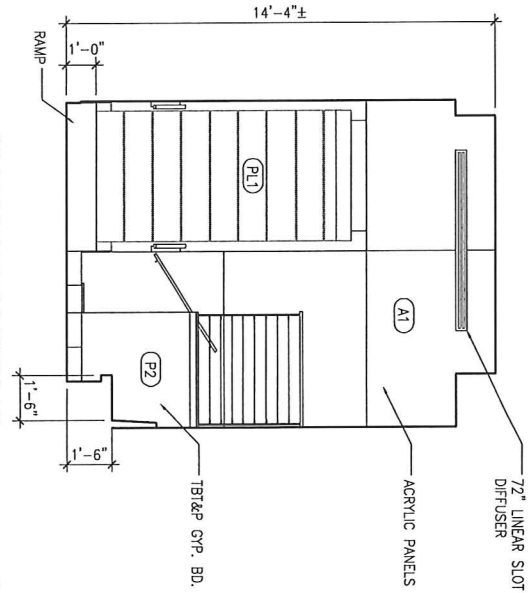
david**baca**
STUDIO

100 NORTH TRAVIS STREET, NO. 500A, SHERMAN, TEXAS 75090 | 903 893 5800 | 903 893 5866 | david@davidbacadstudio.com

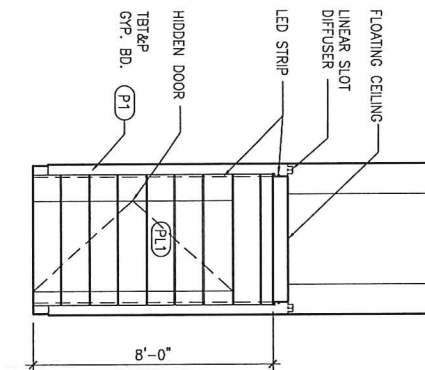
NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION



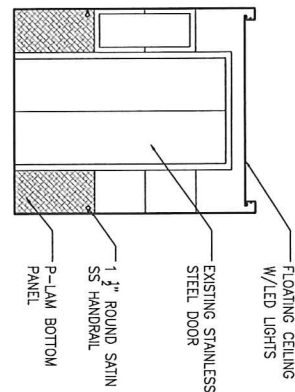
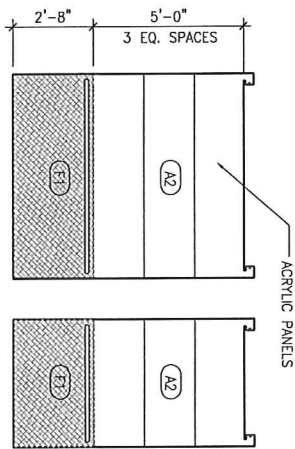
1
INTERIOR ELEVATION AT
LOBBY EAST WALL
SCALE: 1/4" = 1'-0"



2
INTERIOR ELEVATION AT
LOBBY WEST WALL
SCALE: 1/4" = 1'-0"



3
INTERIOR ELEVATION AT
ELEVATOR HALL WEST WALL
SCALE: 1/4" = 1'-0"



4
INTERIOR ELEVATION AT
ELEVATOR
SCALE: 1/4" = 1'-0"

interior elevations

PROJECT NUMBER
1521
DATE
05.19.16
SHEET NUMBER
A3.1

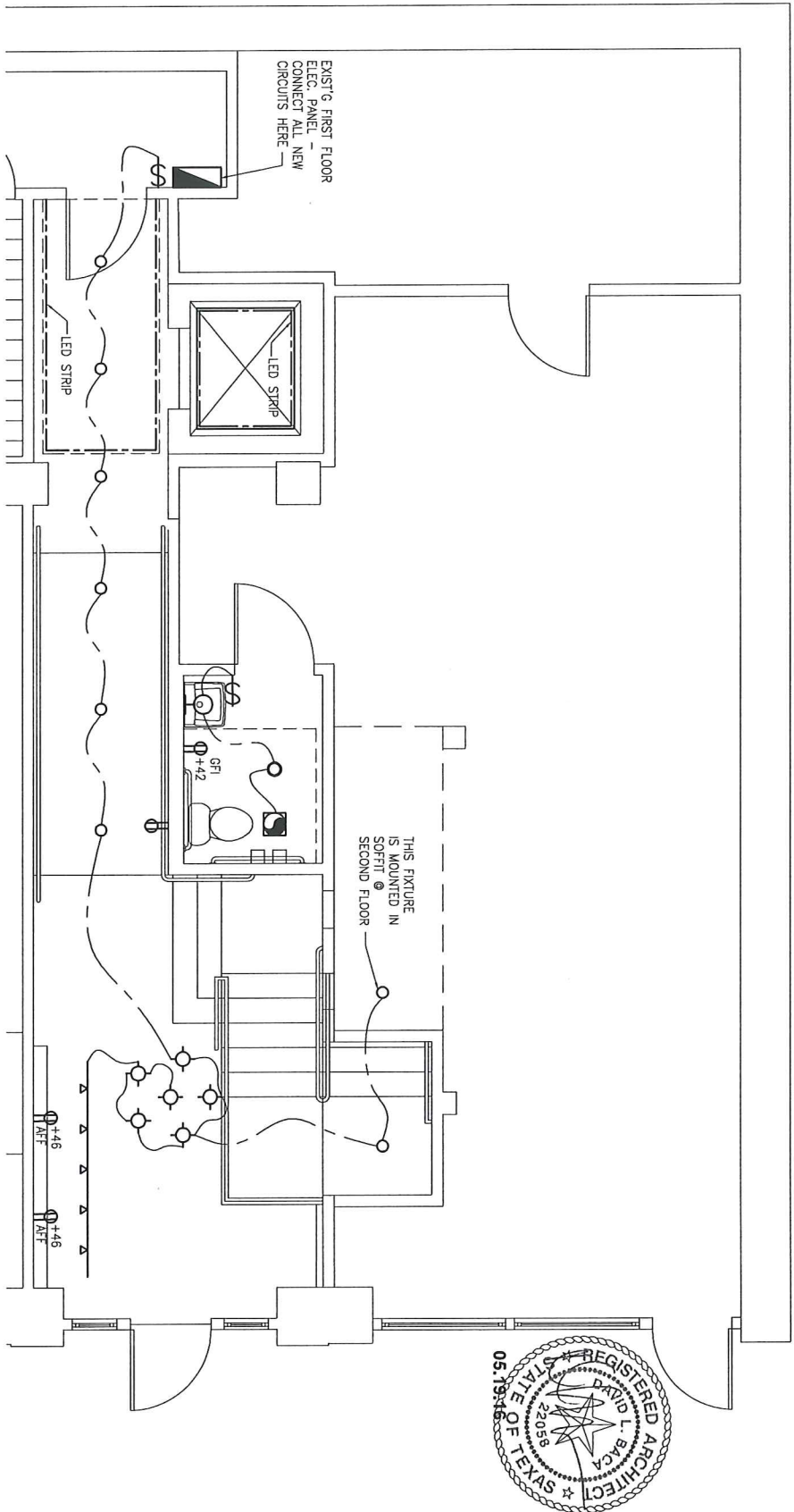


Boardwalk Office Suites Entry

100 North Travis Street, Sherman, Texas 75090

100 NORTH TRAVIS STREET, NO. 500A, SHERMAN, TEXAS 75090 903 893 5800 903 893 5866 david@davidbacastudio.com

david **Baca**
STUDIO



ELECTRICAL PLAN GENERAL NOTES:

1. INSTALL ALL ELECTRICAL TO COMPLY WITH CURRENT & ADOPTED CODES AND ALL OTHER APPLICABLE CODES AND GOVERNING AUTHORITIES.
2. ELECTRICAL SUBCONTRACTOR TO COORDINATE THE ELECTRICAL REQUIREMENTS OF SECURITY ALARM SYSTEMS AND OTHER SPECIAL SYSTEMS WITH OWNER'S REPRESENTATIVE AND PROVIDE FOR ACCORDINGLY.
3. MINIMUM WIRE SHALL BE #12, THHN, STRANDED COPPER IN CONDUIT. MINIMUM CONDUIT SIZE 3/4".
4. INSTALL GROUNDING CONDUCTOR FOR ALL CIRCUITS. CONDUIT SHALL NOT BE USED AS GROUNDING CONDUCTOR.
5. NO NEW POWER OR LIGHTING WILL BE INSTALLED AT THE SECOND FLOOR, AS THE NEW SPACE WILL BE SHELL FINISH ONLY.

**FIRST FLOOR
POWER & LIGHTING PLAN**

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

ELECTRICAL SYMBOLS KEY	
SYMBOL	DESCRIPTION
	110 DUPLEX @ 18" A.F.F., TYP.

LIGHTING SYMBOLS KEY	
SYMBOL	DESCRIPTION
	LIGHT SWITCH
	EXHAUST FAN
	PENDANT FIXTURE
	WALL-MOUNTED FIXTURE (1BD)
	4" LED RECESSED CAN LIGHT
	6" LED RECESSED FIXTURE
	TRACK LIGHT

first floor electrical & lighting plan

PROJECT NUMBER	1521
DATE	05.19.16
SHEET NUMBER	E1.0

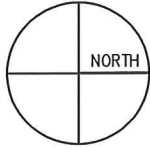


Boardwalk Office Suites Entry

100 North Travis Street, Sherman, Texas 75090

100 NORTH TRAVIS STREET, NO. 500A, SHERMAN, TEXAS 75090 | 903 893 5800 | 903 893 5866 • david@davidbocastudio.com

david**baca**
STUDIO

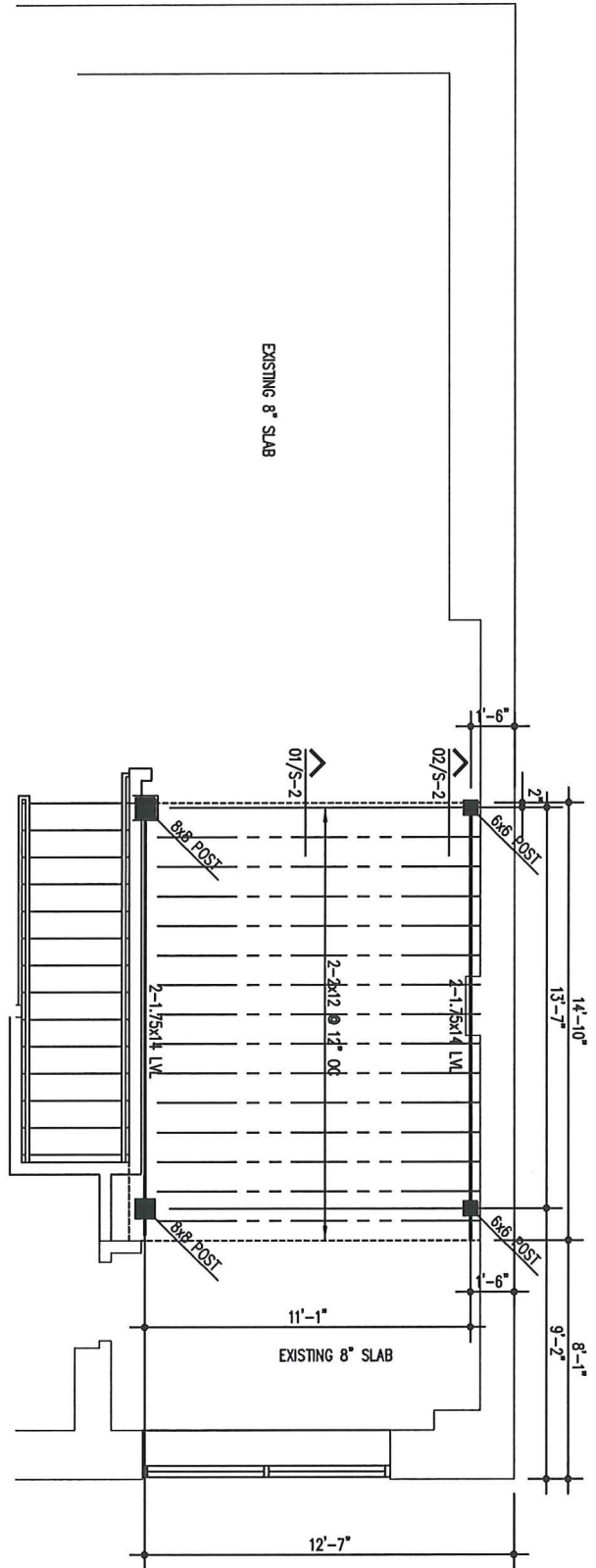


01 SECOND FLOOR PLAN

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

PLAN NOTES

1. FINISH FLOOR ELEV = EXISTING
2. FLOOR TO CONSIST OF 1 1/2" GYPCRETE ON 23/32" O.S.B. OR PLYWOOD.
3. REFERENCE SHEET S-2 FOR TYPICAL DETAILS AND GENERAL NOTES.
4. PROVIDE 3/16" BENT PLATE POUR STOP AROUND ALL OPENINGS U.N.O.
5. ALL BEAMS LOCATED 6" OFF EDGE OF OPENING U.N.O.
6. PROVIDE FULL DEPTH BLOCKING AT ALL SUPPORTS AND AS REQUIRED PER CODE.
7. FOR TYPICAL HEADER SIZES, REF. GENERAL NOTES.
8. ALL HANGERS WPN TYPE TOP FLANGE. HANGERS U.N.O. ON PLAN



McHale Engineering Inc.
2000 AVENUE G, SUITE 800
PLANO, TEXAS 75074
PHONE 972-423-5908
FAX 972-424-6100



McHALE ENGINEERING INC.
FIRM NUMBER F-2854

framing plan

PROJECT NUMBER	1521
DATE	5.16.16
SHEET NUMBER	S-1



Boardwalk Office Suites

100 North Travis Street, Sherman, TX 75090

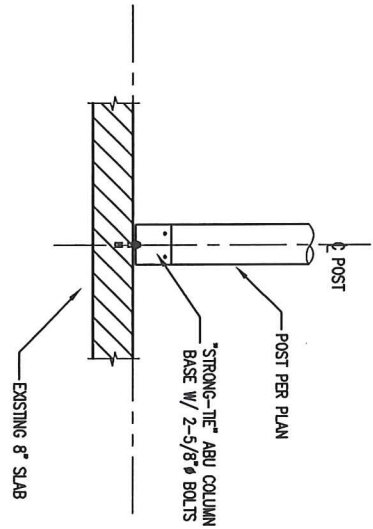
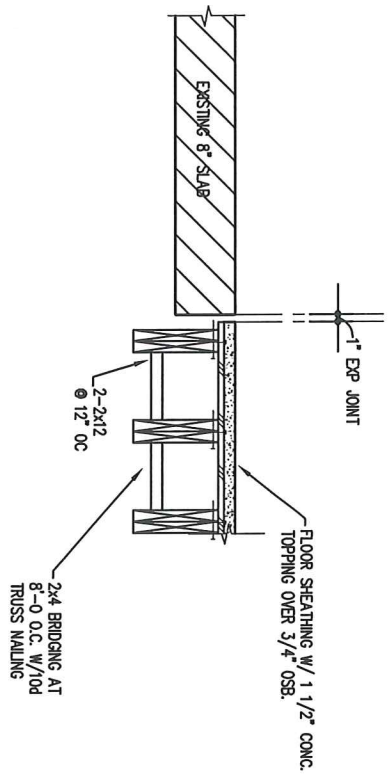
davidbaca
STUDIO

100 NORTH TRAVIS STREET NO.500A, SHERMAN, TEXAS 75090

t 903 893 5800

f 903 893 5866

e david@davidbacastudio.com



WOOD NOTES

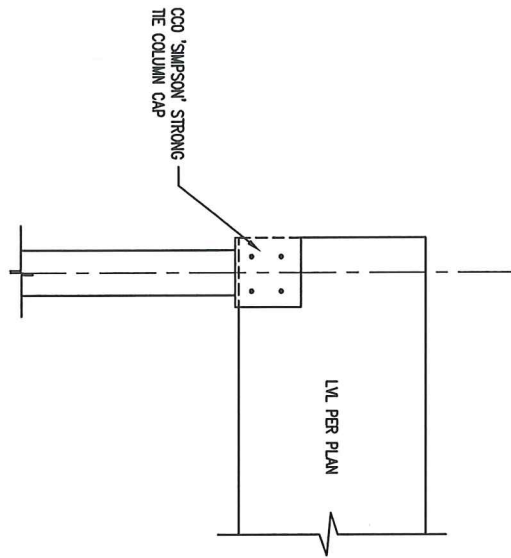
1. ALL WOOD JOISTS, PLATES, LEDGES AND BEAMS TO BE GRADE STAMPED PER W.C.L.B. RULES AND SHALL BE NO. 2 DOUGLAS FIR OR NO. 2 SOUTHERN PINE.
2. NAILING OF WOOD MEMBERS SHALL BE IN ACCORDANCE WITH INTERNATIONAL BUILDING CODE. ALL WOOD FRAMING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE AND THE REQUIREMENTS OF THE CITY.
3. ALL WOOD FRAMING MEMBERS SHALL EXTEND PASSED SUPPORT MEMBERS A MINIMUM OF SIX (6") INCHES, UNLESS OTHERWISE DETAILED. MEMBERS MAY NOT BE SPLICED BETWEEN SUPPORTS.
4. ALL NAILING SHALL BE IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE TABLE 2304.9.1. ALL GUL-LAM / MICRO-LAM BEAMS SHALL BE CONNECTED WITH STANDARD "STRONG-TIE" GUL-LAM CONNECTIONS UNLESS DETAILED OTHERWISE.
5. FLOOR DECKING SHALL BE 23/32 NOMINAL THICKNESS API RATED (48/24) STURD-I-FLOOR TONGUE AND GROOVE. EXTERIOR GLUE DECKING. ALL DECKING SHALL BE NAILED AND GLED AT EVERY SUPPORT. DECKING SHALL BE NAILED AT SIX (6") INCHES ON CENTER AROUND THE PERIMETER OF EACH SHEET AND TWELVE (12") INCHES O.C. IN THE FIELD. DECK PANELS SHALL BE APPLIED PERPENDICULAR TO SUPPORTS OVER A MINIMUM OF TWO (2) SUPPORTS. THE ROOF DECK BETWEEN SUPPORTS FLOOR DECK SHALL BE NAILED AT SIX (6") ON CENTER ALONG ALL BEARING AND SHEAR WALLS. 1 1/2" THICK GYPCRETE SHALL BE PROVIDE OVER FLOOR DECK.

McHALE ENGINEERING, INC.
FIRM NUMBER F-2854



02 LVL TO COLUMN

02 LVL TO COLUMN
SCALE 3/4"=1'-0"



McHale Engineering Inc.

2000 AVENUE G, SUITE 800
PLANO, TEXAS 75074

PHONE 972-423-5908
FAX 972-424-8100

floor details

PROJECT NUMBER	1521
DATE	5.16.16
SHEET NUMBER	S-2



Boardwalk Office Suites

100 North Travis Street, Sherman, TX 75090

100 NORTH TRAVIS STREET NO.500A, SHERMAN, TEXAS 75090

1903 893 5800

1903 893 5866

• david@davidbocastudio.com

davidbaca
STUDIO



Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090

100 North Travis St.

1 inch = 50 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 2.

Meeting Date: 11/07/2016

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6154

Accepting the Contract with PC Contractors, LLC as Complete for Construction of the Sand Creek Sewer North Branch Project

Issue:

To consider and act upon a resolution approving the Greater Texoma Utility Authority's (GTUA) acceptance of the contract with PC Contractors, LLC as complete for construction of the Sand Creek Sewer North Branch Project in northwest Sherman

Background:

The City's Capital Improvement Program contained a project to construct a sewer main in northwest Sherman from the Forest Glenn Subdivision to the intersection of U.S. Highway 82 and State Highway 289. The project has been completed and is ready for use by the City.

Origination:

Utilities Administration 710

Financial Consideration:

The staff recommends accepting the contract with PC Contractors, LLC in the amount of \$1,082,002.54 as complete for construction of the Sand Creek Sewer North Branch Project in northwest Sherman.

Staff Recommendation:

It is recommended that the City Council approve the resolution and accept the contract as complete for this project.

Alternatives:

As may be directed by the Council

Attachments

Resolution No. 6154

GTUA Project Closeout Letter

Location Map

RESOLUTION NO. 6154

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING THE CONTRACT WITH PC CONTRACTORS, LLC AS COMPLETE FOR CONSTRUCTION OF THE SAND CREEK SEWER NORTH BRANCH PROJECT; 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 of Sherman, Texas, has entered into a Contract for Water Supply and Sewer Service with the Greater Texoma Utility Authority; and

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with PC Contractors, LLC for construction of the Sand Creek Sewer North Branch Project for the City of Sherman, Texas; and

WHEREAS, representatives of the City of Sherman, the Greater Texoma Utility Authority, and the project engineer have inspected the Sand Creek Sewer North Branch Project and found it to be complete;

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

SECTION 1. That the City Council of the City of Sherman, Texas, hereby formally accepts the contract with PC Contractors, LLC for construction of the Sand Creek Sewer North Branch Project as complete.

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 _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



GREATER TEXOMA UTILITY AUTHORITY

5100 AIRPORT DRIVE
DENISON, TEXAS 75020-8448
903/786-4433
FAX: 903/786-8211
www.gtua.org

Mr. Robby Hefton, City Manager
City of Sherman
P.O. Box 1106
Sherman TX 75091-1106

Re: Sand Creek Sewer North Branch Project

Dear Robby:

The City of Sherman requested the Authority's assistance with financing some of their wastewater system improvements in 2013. One of these projects was the Sand Creek Sewer North Branch Project. This sewer line extends the City's wastewater collection service to customers along Highway 289. Funding for this project was included in the GTUA/Sherman, Series 2013 issue. The Authority entered into a contract with PC Contractors, LLC on behalf of the City of Sherman for the construction of this project.

The project is now complete and the engineer has provided close out documents. City staff and the consulting engineer, Tim Morris, have inspected the project and found it to be complete. The Authority Board of Directors approved a resolution accepting this contract as complete at their October 17, 2016 meeting.

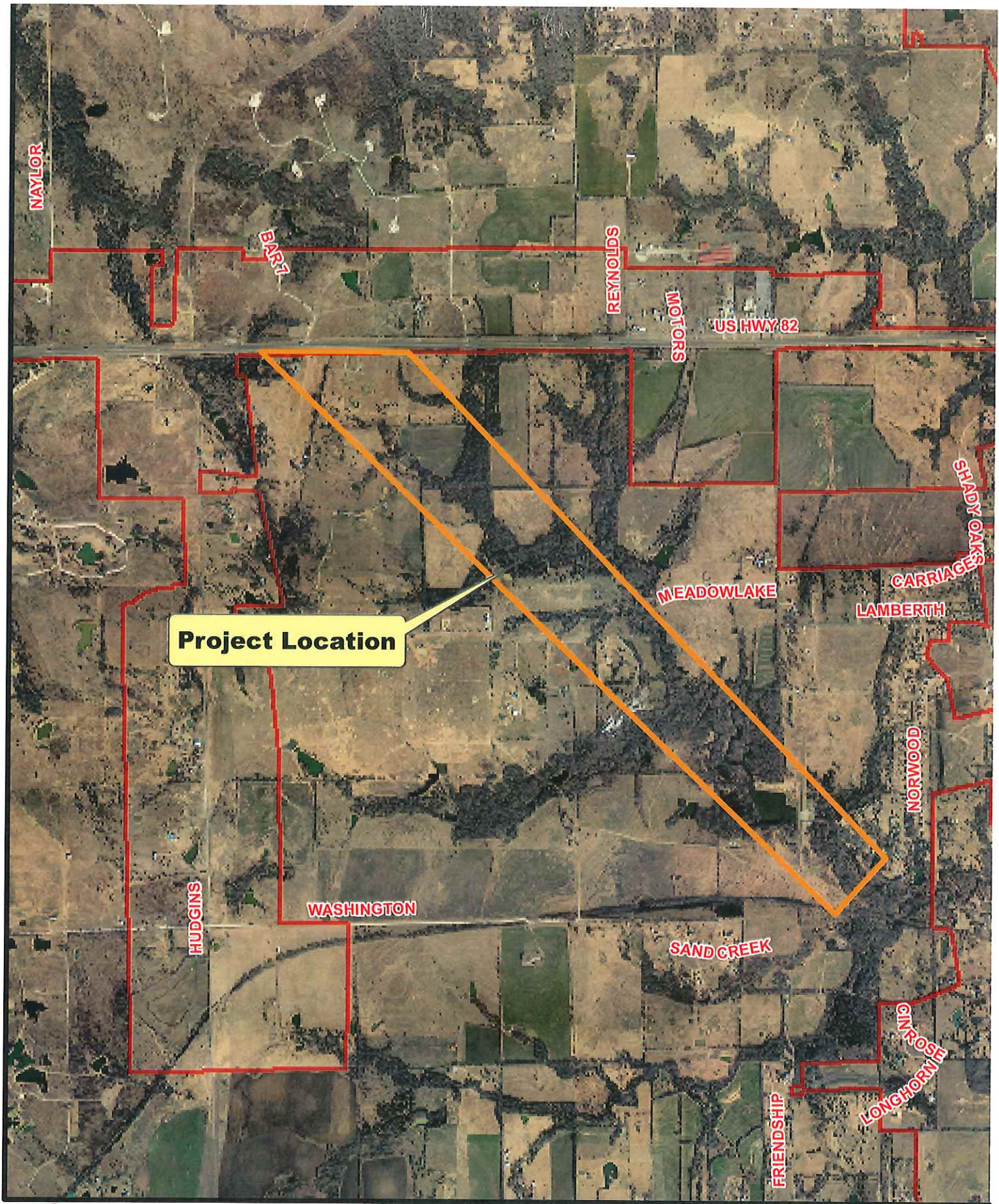
The Authority staff recommends the Sherman City Council consider accepting the contract with PC Contractors, LLC as complete.

Sincerely,

Drew Satterwhite, P.E.
General Manager

DS:cb

cc: Mary Lawrence
Mark Gibson





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 3.

Meeting Date: 11/07/2016

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6155**

Accepting the Contract with Lynn Vessels Construction Company, LLC as Complete for Construction of the Eastside Outfall Return Sewer Project

Issue:

To consider and act upon a resolution approving the Greater Texoma Utility Authority's (GTUA) acceptance of the contract with Lynn Vessels Construction Company, LLC as complete for construction of the Eastside Outfall Return Sewer Project in east Sherman

Background:

The City's Capital Improvement Program contained a project to replace a portion of the City's existing Eastside Outfall Sewer. The project has been completed and is ready for formal acceptance by the City.

Origination:

Utilities Administration 710

Financial Consideration:

The staff recommends accepting the contract with Lynn Vessels Construction Company, LLC in the amount of \$809,449.01 as complete for construction of the Eastside Outfall Return Sewer Project in east Sherman.

Staff Recommendation:

It is recommended that the City Council approve the resolution and accept the contract as complete for this project.

Alternatives:

As may be directed by the Council

Attachments

Resolution No. 6155

GTUA Project Closeout Letter

Location Map

RESOLUTION NO. 6155

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING THE CONTRACT WITH LYNN VESSELS CONSTRUCTION COMPANY, LLC AS COMPLETE FOR CONSTRUCTION OF THE EASTSIDE OUTFALL RETURN SEWER PROJECT; 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 of Sherman, Texas, has entered into a Contract for Water Supply and Sewer Service with the Greater Texoma Utility Authority; and

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Lynn Vessels Construction Company, LLC for construction of the Eastside Outfall Return Sewer Project for the City of Sherman, Texas; and

WHEREAS, representatives of the City of Sherman, the Greater Texoma Utility Authority, and the project engineer have inspected the Eastside Outfall Return Sewer Project and found it to be complete;

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

SECTION 1. That the City Council of the City of Sherman, Texas, hereby formally accepts the contract with Lynn Vessels Construction Company, LLC for construction of the Eastside Outfall Return Sewer Project as complete.

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 _____, 2016.

CITY OF SHERMAN, TEXAS

BY:

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



GREATER TEXOMA UTILITY AUTHORITY

5100 AIRPORT DRIVE
DENISON, TEXAS 75020-8448
903/786-4433
FAX: 903/786-8211
www.gtua.org

Mr. Robby Hefton, City Manager
City of Sherman
P.O. Box 1106
Sherman TX 75091-1106

Re: Eastside Outfall Sewer Project

Dear Robby:

The City of Sherman requested the Authority's assistance in financing the Eastside Outfall Return Sewer Project. This project consisted of replacing of approximately 4,200' of existing 12" and 5,260' of existing 18" sewer main with 18" sewer main. The existing sewer line was deteriorated, had severe infiltration problems and needed to be upsized to address capacity problems. The Authority entered into a contract with Lynn Vessels Construction Company, LLC on behalf of the City of Sherman for the construction of this project. Funds from the 2013A GTUA/Sherman bond issue were utilized to fund this project.

The project now complete and the engineer has provided close out documents. City staff and the consulting engineer, Tim Morris, have inspected the project and found it to be complete. The Authority Board of Directors will consider accepting the contract as complete at their November 21, 2016 board meeting.

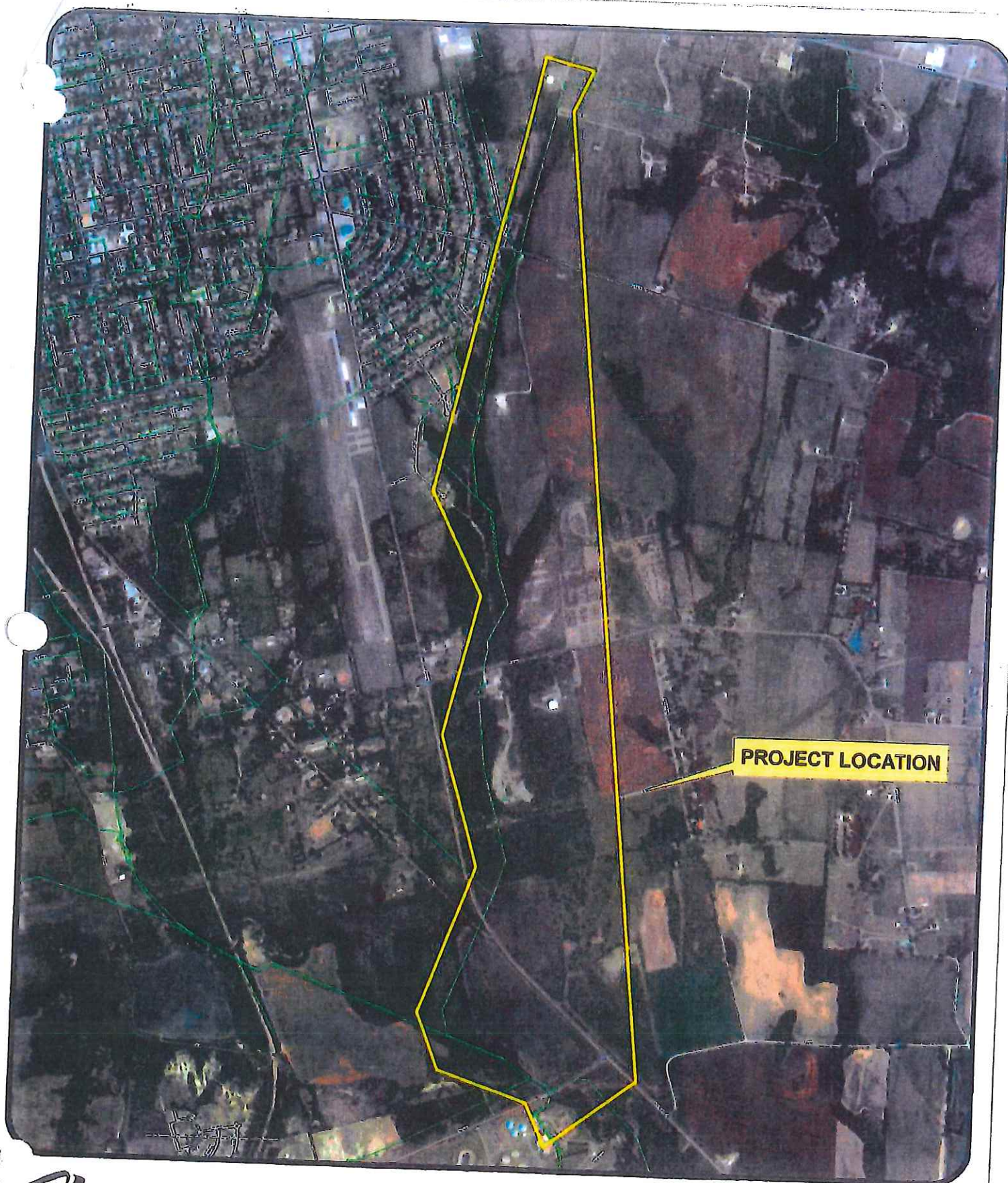
The Authority staff recommends the Sherman City Council consider accepting the contract with Lynn Vessels Construction Company, LLC as complete.

Sincerely,

Drew Satterwhite, P.E.
General Manager

DS:cb

cc: Mary Lawrence
Mark Gibson





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 4.

Meeting Date: 11/07/2016

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6156**

Awarding a Bid to and Authorizing Execution of an Annual Cost Reporting System Agreement with Public Consulting Group, Inc., based upon a Request for Proposal for the Ambulance Supplemental Payment Program (ASPP) for the City of Sherman

Issue:

Awarding a bid and agreement for the development and management of a cost reporting system that would satisfy Texas Health and Human Services (HHSC) requirements for the Ambulance Supplemental Payment Program (ASPP) reimbursements as related to losses incurred when treating and transporting Medicaid beneficiaries and uninsured patients.

Background:

During a regularly scheduled meeting on October 3, 2016, the City Council authorized staff to advertise for bids a cost reporting system for reimbursements under the Ambulance Supplemental Payment Program (ASPP). A public request for competitive, sealed proposals resulted in one (1) bid submitted and opened at 2:00 p.m. on October 25, 2016.

Public Consulting Group, Inc. submitted a proposal for a two (2) year agreement, with two (2) optional annual renewals, for a ten percent (10%) contingency fee for all revenues realized by Sherman Fire-Rescue as a result of the ASPP services to be performed in the development and management of a cost reporting system.

Origination:

Financial Services

Financial Consideration:

The costs for this annual service would be offset by reimbursement payments received.

Staff Recommendation:

Staff recommends that the Sherman City Council award the agreement for an Annual Cost Reporting System to Public Consulting Group, Inc. for two (2) twelve-month periods, with an option to renew for two (2) additional one-year periods.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6156

Draft Contractor Agreement

RESOLUTION NO. 6156

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF AN ANNUAL COST REPORTING SYSTEM AGREEMENT WITH PUBLIC CONSULTING GROUP, INC., BASED UPON A REQUEST FOR PROPOSAL FOR THE AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM (ASPP) FOR 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 Public Consulting Group, Inc., a Massachusetts Corporation, is hereby awarded the bid and the City of Sherman hereby approves the Annual Cost Reporting System Agreement with Public Consulting Group, Inc., for the development and management of the Ambulance Supplemental Payment Program (ASPP) for the City of Sherman; 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 said agreement with Public Consulting Group, Inc. for the purchase and implementation of the aforementioned services, in the same or substantially same form as the contract documents 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 _____, 2016.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

CONTRACTOR AGREEMENT
City of Sherman and Public Consulting Group, Inc.

This Agreement ("AGREEMENT") is entered into by and between the City of Sherman (CITY) and Public Consulting Group, Inc. ("PCG" or "CONTRACTOR") as of <<DATE>>.

WHEREAS, The Centers for Medicare and Medicaid Services (CMS) allows states to establish alternative payment methodologies (Supplemental Payments) for certain classes of providers pursuant to 42 CFR 447.321, section 1902(a)(30) of the Social Security Act, and

WHEREAS, The alternative payment methodologies would supplement current Medicaid payments received by CITY, and would be based on cost reimbursement for Medicaid-eligible costs, and

WHEREAS, CONTRACTOR possesses professional skills that can assist CITY in analyzing and reporting costs to secure supplemental CMS payments, and

WHEREAS, CITY wishes to engage CONTRACTOR as an independent contractor to perform certain professional services in connection with this initiative;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, CITY and CONTRACTOR hereby agree as follows:

1. Description of Services

CONTRACTOR will provide the professional services assigned by CITY and more fully described in Attachment A ("the Contracted Services"). CONTRACTOR acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner.

2. Term

CONTRACTOR will provide the Contracted Services during the term described in Attachments A and B, unless this AGREEMENT is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Unless otherwise specified by CITY in writing, CONTRACTOR will provide the Contracted Services for the full duration of this AGREEMENT.

3. Compensation

- a. CITY will compensate CONTRACTOR pursuant to the provisions contained in Attachment B and this Section 3, and will not pay CONTRACTOR any other benefits, expenses, or compensation. The compensation arrangement may be changed by written agreement of the parties.
- b. CITY will compensate CONTRACTOR within a reasonable period following the receipt of billing statements from CONTRACTOR that comport with the terms of this AGREEMENT. CONTRACTOR shall submit billing statements directly to the CITY Contact Person identified in Section 5. Payment by CITY will be conditioned upon CONTRACTOR's performance of the Contracted Services to the reasonable satisfaction of CITY.
- c. Upon termination of this AGREEMENT, other than termination for cause under Section 4(b), or termination for convenience by CONTRACTOR under Section 4(c), CONTRACTOR will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination, such compensation to be on a contingency fee basis as set forth herein. Upon termination by CITY for cause under Section 4(b), CITY may deduct from such

compensation to CONTRACTOR any costs, expenses, and damages reasonably attributable to the breach by CONTRACTOR; CONTRACTOR promptly shall return to CITY any compensation that was paid in excess of this net amount due.

4. Termination

- a. General: The term of this AGREEMENT is set forth in Section 2. The AGREEMENT may be terminated before the end of the term pursuant to the following subsections of this Section 4.
- b. Termination for Cause: This AGREEMENT may be terminated immediately by either party following a material breach of this AGREEMENT and a failure to cure such breach within a reasonable period not to exceed ten (10) business days.
- c. Termination for Convenience: This AGREEMENT may be terminated for convenience by either CITY or CONTRACTOR following thirty (30) calendar days advance written notice to the other party.

5. Notices and Contact Persons

All written notices required by this AGREEMENT shall be sent to the following persons, who shall serve as Contact Persons unless replaced by a party by written notice to the other party:

For CITY:

<<NAME>>
<<TITLE>>
City of Sherman
<<ADDRESS>>
<<ADDRESS>>
<<PHONE>>
<<EMAIL>>

For CONTRACTOR:

Matthew Sorrentino
Manager
Public Consulting Group, Inc.
816 Congress Ave., Suite 1110
Austin, TX 78701
(512) 407-9680
msorrentino@pcgus.com

6. Approval of Contracted Services

CONTRACTOR periodically shall provide written and oral reports to the CITY Contact Person as may be reasonably necessary to assess performance. The Contracted Services performed by CONTRACTOR are subject to acceptance by CITY, which acceptance shall not be withheld unreasonably.

7. CONTRACTOR Representation

CONTRACTOR represents that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal, state, or local governmental authority. CONTRACTOR shall immediately notify CITY regarding the circumstances if this representation becomes no longer accurate during the term of this AGREEMENT.

8. Standards of Conduct

CONTRACTOR shall comply with all applicable laws, rules, regulations, and standards of ethical conduct, including those relating specifically to the performance of the Contracted Services under this AGREEMENT.

9. Relationship of the Parties

- a. The parties agree that CONTRACTOR is an independent contractor, and that neither it nor any of its employees is an employee of CITY.
- b. CONTRACTOR shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. CONTRACTOR shall pay all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. CONTRACTOR understands that neither it nor its employees will be eligible for benefits or privileges provided by CITY to its employees. CITY will deliver to CONTRACTOR statements of income at the end of each tax year consistent with its independent contractor status.
- c. CONTRACTOR has no authority to and shall not purport to bind, represent, or speak for CITY or otherwise incur any obligation on behalf of CITY for any purpose unless expressly authorized by CITY.

10. Record Maintenance

- a. With respect to all records of any kind that CONTRACTOR acquires or creates for purposes of performing the Contracted Services, CONTRACTOR shall comply with all applicable record retention requirements, shall not knowingly destroy records that are required to be preserved, and shall maintain project records in an orderly manner.
- b. CONTRACTOR shall make available to CITY upon request all records relating to the Contracted Services, including records relating to its invoices.
- c. CONTRACTOR shall cooperate with CITY in the event of any audit relating to the Contracted Services.
- d. At the termination of this AGREEMENT, if requested by CITY, CONTRACTOR shall provide to CITY all records relating to the Contracted Services.

11. Indemnification and Insurance

- a. CONTRACTOR shall indemnify and hold CITY harmless from all claims, losses, expenses, fees (including attorney's fees), costs, and judgments and/or penalties assessed by administrative agencies having jurisdiction over matters set forth in this AGREEMENT, that may be asserted against CITY as a result of any act or omission by CONTRACTOR in performing or failing to perform the Contracted Services, or any breach of this AGREEMENT.
- b. CONTRACTOR shall maintain during the term of this AGREEMENT appropriate insurance as will protect both CITY and CONTRACTOR from claims that may arise from CONTRACTOR's performance of the Contracted Services. Upon request by CITY, CONTRACTOR shall provide CITY with a certificate of insurance and shall have CITY included as an additional insured under CONTRACTOR's applicable insurance policies.

12. Assignments and Subcontracts

CONTRACTOR may neither assign nor further subcontract its obligations under this AGREEMENT to any other entity without the prior written consent of CITY.

13. Ownership of Work Product and Intellectual Property

- a. CONTRACTOR expressly assigns to CITY, any and all right of interest that CONTRACTOR may develop in any work product and intellectual property that CONTRACTOR conceives, devises, or develops, or to which CONTRACTOR contributed, in connection with the performance of the Contracted Services under this AGREEMENT. CONTRACTOR will retain ownership of all pre-existing software and other intellectual property that CONTRACTOR has acquired or developed prior to the commencement of this AGREEMENT.
- b. CONTRACTOR guarantees that its use or creation of any intellectual property under this AGREEMENT does not infringe upon the intellectual property rights of any third party.

14. Conflicts; No Raiding Agreement

During the term of this AGREEMENT and for one year thereafter, each party shall not, without the prior written consent, knowingly solicit or offer employment to employees of the other party. This clause is not intended to restrict any individual's right of employment but rather is intended to preserve the relationship intended under this AGREEMENT and to prevent the parties from actively recruiting the employees of the other party.

The parties understand that CONTRACTOR is not required to perform the Contracted Services on a full-time basis for CITY and may perform services for other individuals and organizations consistent with the limitations in this AGREEMENT.

15. Media Communications

Except as specifically authorized by CITY, CONTRACTOR shall not communicate with the news media concerning CITY or the Contracted Services.

16. Waiver

The failure of a party to enforce a provision of this AGREEMENT shall not constitute a waiver with respect to that provision or any other provision of this AGREEMENT.

17. Entire Agreement

This AGREEMENT (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this AGREEMENT shall be effective unless and until it is specifically terminated.

18. Amendment

This AGREEMENT may be amended only by written agreement of the parties, signed by authorized representatives and referencing this AGREEMENT.

19. Severability

If any provision in this AGREEMENT is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this AGREEMENT shall continue in full force and effect.

20. Applicable Law

The parties agree that this AGREEMENT is governed by the laws of the State of Texas. The parties also consent to jurisdiction in the courts of the State of Texas and agree that such courts shall have exclusive jurisdiction over the enforcement of this AGREEMENT. Further, the parties acknowledge that Grayson

County, Texas is a place where performance of certain terms of this AGREEMENT shall occur. Therefore, the parties agree that venue for any court action or proceeding arising out or relating to this AGREEMENT shall be in the states courts located in Grayson County, Texas.

21. Accounting Upon Termination

Upon the termination of this AGREEMENT, by operation of Section 2 or Section 4, CONTRACTOR shall deliver to CITY all records, notes, data, memoranda, work product, and equipment in its possession that are the property of CITY, as well as all necessary documentation to support the project for which CONTRACTOR has provided services.

22. Authority to Sign

Each party represents that: (a) it has the authority to enter into this AGREEMENT; and (b) that the individual signing this AGREEMENT on its behalf is authorized to do so.

Matthew Sorrentino, Manager
Public Consulting Group, Inc.

Date

<<NAME>>
City of Sherman

Date

**ATTACHMENT A
CONTRACTED SERVICES**

CONTRACTOR will work with CITY to analyze and report costs that will help CITY realize revenue related to an Ambulance Services Supplemental Payment Program as administered by the State of Texas Health and Human Services Commission (HHSC).

CONTRACTOR will perform the following services to ensure that CITY will maximize reimbursement while mitigating audit risk.

- Drafting application materials and responding to requests for additional information necessary for the CITY to gain program approval.
- Preparing fiscal impact analysis and presenting results to the CITY stakeholders to demonstrate the benefits of the program to the provider.
- Identifying eligible costs and developing appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid and uninsured recipients.
- Conducting detailed analysis of CITY billing data to identify all reimbursable claims.
- Preparing the annual cost report and assisting with submission of the cost report to HHSC.
- Providing Medicaid subject matter expertise and comprehensive desk review support, responding to HHSC inquiries and performing detailed analysis of all cost settlement files to ensure accuracy of the supplemental payment calculation.
- Conducting comparative analysis to identify significant year-to-year trends in billing and financial data.
- Providing ongoing technical assistance on programmatic and policy issues related to the Ambulance Supplemental Payment Program.

CONTRACTOR will work closely with CITY throughout the cost reporting implementation process and will require regular contact with operational and financial staff from CITY.

**ATTACHMENT B
COMPENSATION and TERM**

The term for services to be performed by PCG under this agreement will include two cost reporting periods with two additional option periods. It is assumed that the first two eligible cost reporting periods for CITY will include dates of service December 1, 2016** – September 30, 2017 (FFY 17) and October 1, 2017 – September 30, 2018 (FFY 18). The first option period will encompass reporting for Federal Fiscal Year 2019 (October 1, 2018 – September 30, 2019) and the second option will cover Federal Fiscal Year 2020 (October 1, 2019 – September 30, 2020). For each cost reporting period, PCG proposes a **ten percent (10%)** contingency fee for all revenues realized by CITY as a result of the ASPP services performed under this agreement.

The table below displays the rates for each reporting period.

Compensation for City of Sherman ASPP Project

Reporting Period (Federal Fiscal Year)	Eligible Period	Anticipated Date for CITY to Receive Payment from State of Texas	Contingency Rate
FFY 2017**	12/1/2016 - 9/30/2017	9/30/2018	10%
FFY 2018	10/1/2017 - 9/30/2018	9/30/2019	10%
FFY 2019 (Option #1)	10/1/2018 - 9/30/2019	9/30/2020	10%
FFY 2020 (Option #2)	10/1/2018 - 9/30/2020	9/30/2021	10%

***Subject to date of HHSC approval*

All revenue due the CITY from the Ambulance Supplemental Payment Program shall be paid in full directly to CITY from the State of Texas ("payer"). After payment is received in full from the payer, in consideration of the professional services to be performed by CONTRACTOR under the terms of this Contract, CITY shall pay CONTRACTOR for services actually performed a contingency fee based on the additional revenues generated through cost report preparation and filing for the Ambulance Supplemental Payment Program.

If other conditions necessitate additional services or a change in services, any increase in compensation must be authorized and funded in advance by resolution of the City Council or, where applicable, by duly authorized administrative action signed by the City Manager and approved as to form by the City Attorney. Payments to CONTRACTOR shall be in the amount shown by the billings and other documentation submitted and shall be subject to the Director's approval. All services shall be performed to the satisfaction of the Director and CITY shall not be liable for any payment under this Contract for services which are unsatisfactory and which have not been approved by the Director. The final payment due under this Contract will not be paid until the required deliverables have been received in the required format and approved by the Director. CITY may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to CITY from CONTRACTOR, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to CITY has been reduced to judgment by a court.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 5.

Meeting Date: 11/07/2016

Prepared By: Danny Jones, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6157

Authorizing Submission of an Application for a Grant Awarded under the U.S. Department of Homeland Security - Federal Emergency Management Agency (FEMA) to Fund the Purchase of Fifty Self-Contained Breathing Apparatus for the City of Sherman Fire Department; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

Issue:

Seeking approval to apply for a grant from the U.S. Department of Homeland Security - FEMA to purchase fifty (50) Self-Contained Breathing Apparatus for the City of Sherman Fire Department and designating the City Manager as the authorized official to accept, reject, alter or terminate the grant on behalf of the City

Background:

The U.S. Department of Homeland Security - FEMA is accepting grant applications for projects that enhance the safety of the public and firefighters from fire and related hazards during the Federal fiscal year (FY) 2016-2017 grant cycle. If awarded, the Fire Department plans to use this grant to purchase fifty (50) Self-Contained Breathing Apparatus and accessories, totaling approximately \$544,000.00, to replace older model units that are becoming obsolete and nearing end of life. The new units will meet current industry standards and improve firefighter safety.

Origination:

Sherman Fire Department

Financial Consideration:

There is a ten percent (10%) matching requirement for this grant. The City's ten percent (10%) match would be covered by funds from the current budget.

Staff Recommendation:

The staff recommends submitting the grant application to the U.S. Department of Homeland Security - FEMA.

Alternatives:

The Council could decline this grant opportunity.

Attachments

Resolution No. 6157

FY 2016 Grant Solicitation

SCBA Quote

RESOLUTION NO. 6157

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY - FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO FUND THE PURCHASE OF FIFTY SELF-CONTAINED BREATHING APPARATUS FOR THE CITY OF SHERMAN FIRE DEPARTMENT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas, finds it to be in the best interest of the citizens of Sherman, Texas, to seek grant funds to purchase fifty (50) Self-Contained Breathing Apparatus for use within the City of Sherman Fire Department; and

WHEREAS, the City Council understands that there is a ten percent (10%) matching requirement for said project as required by the U.S. Department of Homeland Security - Federal Emergency Management Agency (FEMA) grant application; and

WHEREAS, the City Council agrees that, in the event of loss or misuse of the U.S. Department of Homeland Security - Federal Emergency Management Agency (FEMA) funds, the City of Sherman assures that said funds will be returned to the U.S. Department of Homeland Security - Federal Emergency Management Agency (FEMA) in full; and

WHEREAS, the City Council designates the City Manager as the grantee's authorized official, who is given the power to accept, reject, alter or terminate the grant on behalf of the City;

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to submit a grant application with the U.S. Department of Homeland Security - Federal Emergency Management Agency (FEMA) to fund the purchase of fifty (50) Self-Contained Breathing Apparatus for use within the City of Sherman Fire Department.

SECTION 2. That the City Manager be and is hereby designated as the City of Sherman's authorized official to accept, reject, alter or terminate the grant on behalf of the City.

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 _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:**

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

The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)

FY 2016 Assistance to Firefighters Grants (AFG)

NOTE: Eligible recipients who plan to apply for this funding opportunity, but who have not obtained a Data Universal Numbering System (DUNS) number and/or are not currently registered in the System for Award Management (SAM), should take immediate action to obtain a DUNS Number, if applicable, and then to register immediately in SAM. It may take four weeks or more after the submission of a SAM registration before the registration becomes active in SAM, then an additional 24 hours for [Grants.gov](http://www.grants.gov) to recognize the information. Information on obtaining a DUNS number and registering in SAM is available from [Grants.gov](http://www.grants.gov) at <http://www.grants.gov/web/grants/register.html>. Detailed information regarding DUNS and SAM is also provided in Section D of this NOFO, subsection, Content and Form of Application Submission.

A. Program Description

Issued By

US Department of Homeland Security, Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

Catalog of Federal Domestic Assistance (CFDA) Number

97.044

CFDA Title

Assistance to Firefighters Grants

Notice of Funding Opportunity Title

FY 2016 Assistance to Firefighters Grants (AFG)

Notice of Funding Opportunity Number

DHS-16-GPD-044-000-99

Authorizing Authority for Program

Section 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C. § 2229)

Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2016 (Pub. L. No. 114-113)

Program Type

New

Program Overview, Objectives, and Priorities

Program Overview

The Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA), Grant Programs Directorate (GPD) is responsible for the implementation and administration of the Assistance to Firefighters Grant (AFG) Program. The purpose of the AFG Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by providing direct financial assistance to eligible fire departments, nonaffiliated EMS organizations, and State Fire Training Academies (SFTA) for critically needed resources to equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience.

Program Objectives

In awarding grants, the Administrator of FEMA shall consider the following:

- The findings and recommendations of the Technical Evaluation Panel (TEP)
- The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire related and other hazards
- The extent of an applicant's need for an AFG grant and the need to protect the United States as a whole

For additional information on program priorities and objectives for the FY 2016 AFG, refer to Appendix B, FY 2016 AFG Programmatic Information and Priorities.

As specified in the *DHS Quadrennial Homeland Security Review*, the AFG Program supports the basic mission of:

- Strengthen National Preparedness and Resilience

The AFG Program also addresses the following "Core Capabilities" of the National Preparedness Goal:

- Fire Management and Suppression
- Environmental Response/Health and Safety
- Threats and Hazards Identification
- Public Health, Healthcare, and Emergency Medical Services
- Operational Coordination
- Operational Communications
- Mass Search and Rescue Operations
- Community Resilience
- Long-term Vulnerability Reduction

B. Federal Award Information

Award Amounts, Important Dates, and Extensions Available

Funding for the NOFO: \$310,500,000¹

Projected number of Awards: 2,500

¹ Note that this figure differs from the total amount appropriated under the *Department of Homeland Security Appropriations Act, 2016*, Pub. L. No. 114-113. In this FY 2016 AFG NOFO, percentages of "available grant funds" refers to the total amount appropriated—\$345,000,000—by Pub. L. No. 114-113 to meet the statutory requirements of § 33 of the *Federal Fire Prevention and Control Act of 1974*, as amended. A portion of these "available grant funds" will be allocated to the Fire Prevention & Safety (FP&S) program, which will have a separate NOFO and application period. \$34,500,000 will be allocated to FP&S for FY 2016.

Period of Performance: Twelve months from the date of award.

For additional information on period of performance extensions, refer to Appendix C: Award Administration Information, VIII. Payments and Amendments.

Projected Period of Performance Start Date(s): 03/03/2017

Projected Period of Performance End Date(s): 03/03/2018

Funding Instrument: Grant

C. Eligibility Information

Eligible Applicants

Fire Departments: Fire departments operating in any of the 56 states, which include any state of the United States, the District of Columbia, the Commonwealth of the Northern Mariana Islands, the US Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico; or, any federally recognized Indian tribe or tribal organization, are eligible applicants. A Fire department is an agency or organization having a formally recognized arrangement with a state, territory, local, or tribal authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.

Nonaffiliated EMS organizations: Nonaffiliated EMS organizations operating in any of the 56 states, which include any state of the United States, the District of Columbia, the Commonwealth of the Northern Mariana Islands, the US Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico; or, any federally recognized Indian tribe or tribal organization, are eligible applicants. A nonaffiliated EMS organization is an agency or organization that is a public or private nonprofit emergency medical services entity providing medical transport that is not affiliated with a hospital and does not serve a geographic area in which emergency medical services are adequately provided by a fire department.

FEMA considers the following as hospitals under the AFG Program:

- Clinics
- Medical centers
- Medical college or university
- Infirmary
- Surgery centers
- Any other institution, association, or foundation providing medical, surgical, or psychiatric care and/or treatment for the sick or injured.

State Fire Training Academies: A State Fire Training Academy (SFTA) operating in any of the 56 states, which includes any state of the United States, the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico is an eligible applicant. Applicants must be designated either by legislation or by a Governor's declaration as the sole state fire service training agency within a state. The designated SFTA shall be the only State agency/bureau/division, or entity within that State, to be an eligible AFG SFTA applicant.

Eligibility Criteria

AFG has three activities:

- Operations and Safety
- Vehicle Acquisition
- Regional Projects

Each activity has its own eligibility requirements. These requirements are outlined in Appendix B: Programmatic Information and Priorities.

Other Eligibility Criteria

National Fire Incident Reporting System (NFIRS)

NFIRS reporting is not a requirement to apply for any AFG Program; however, fire departments that receive funding under this program must agree to provide information to the NFIRS for the period covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for a twelve-month period commencing as soon as possible after they develop the capacity to report. Capacity to report to the NFIRS must be established prior to the termination of the one-year performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance may be subject to the remedies for noncompliance at 2 C.F.R. § 200.338, unless they have yet to develop the capacity to report to NFIRS, as described above.

There is no NFIRS reporting requirements for nonaffiliated EMS organizations and SFTAs.

Note: While data collection is an important tool for understanding and justifying assistance, participation in other data sources, (e.g., National Fire Operations Reporting System (NFORS)) does not satisfy the requirement for reporting to NFIRS.

National Incident Management System (NIMS) Implementation

AFG applicants are not required to be in compliance with the National Incident Management System (NIMS) to apply for AFG funding or to receive an AFG award. Any applicant who receives an FY 2016 AFG award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government), prior to the end of the grant's period of performance.

Maintenance of Effort

An applicant seeking an AFG grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80 percent of the average amount of such expenditures in the two preceding fiscal years to the year this grant is awarded.

Cost Share or Match

Recipient cost sharing is generally required as described below.

In general, eligible applicants shall agree to make available non-federal funds to carry out an AFG award in an amount equal to and not less than 15 percent of the grant awarded. Exceptions to this general requirement apply to entities serving smaller communities as follows:

- When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to make available non-federal funds in an amount equal to and not less than 5 percent of the grant awarded;
- When serving a jurisdiction of more than 20,000 residents, but not more than 1,000,000 residents, the applicant shall agree to make available non-federal funds in an amount equal to and not less than 10 percent of the grant awarded;
- When serving a jurisdiction of more than 1,000,000 residents, the applicant shall agree to provide non-federal funds in an amount equal to and not less than 15 percent of the grant awarded.

The cost share for SFTAs will apply the requirements above based on the total population of the State.

The cost share for a Regional application will apply the requirements above based on the aggregate population of the primary first due response areas of the Host and participating partner organizations that execute a Memorandum of Understanding (MOU) as described in Appendix B, VI, Regional projects.

FEMA has developed a cost share calculator tool in order to assist applicants with determining their cost share. The cost share tool is available at: <https://www.fema.gov/assistance-firefighters-grants-documents>.

Types of Cost Share

- Cash (Hard Match): Cost share of non-federal cash is the only allowable recipient contribution for AFG activity (Vehicle Acquisition, Operations and Safety, and Regional).
- Trade-In Allowance/Credit: On a case-by-case basis, FEMA may allow recipients already owning assets acquired with non-federal cash, to use the trade-in allowance/credit value of those assets as cash for the purpose of meeting their cost share obligation. In order for FEMA to consider a trade-in allowance/credit value as cash, the allowance amount must be reasonable, and the allowance amount must be a separate entry clearly identified in the acquisition documents.
- In-kind (Soft Match): In-kind cost share is not allowable for AFG.
- Overmatch: In the application narrative, an organization may indicate a voluntary pledge to commit additional financial support toward a project(s) cost, which is in addition to their required cost share obligation as detailed in the NOFO and required by law. FEMA will not account for this promised additional funding in the terms of the award. The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applications.

Economic Hardship Waivers

The Administrator of FEMA may waive or reduce recipient cost share or maintenance of effort requirements in cases of demonstrated economic hardship. Please see Appendix C: Award Administration Information for additional information.

D. Application and Submission Information

Key Dates and Times

Date posted to Grants.gov:	10/11/2016 at 8:00 AM ET
Application Start Date:	10/11/2016 at 8:00 AM ET
Application Submission Deadline Date:	11/18/2016 at 5:00 PM ET
Anticipated Program Office Review Dates:	01/09/2017 – 01/27/2017
Anticipated Funding Selection Date:	02/06/2017
Anticipated Award Date:	03/03/2017

Application Submission Extension

In general, DHS/FEMA will not review applications received after the deadline or consider them for funding. DHS/FEMA may, however, extend the application deadline on request for any applicant who can demonstrate good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, or other exigent or emergency circumstances. Applicants experiencing technical issues should notify the FEMA Help Desk as soon as possible.

Other Key Dates

Event	Suggested Deadline for Completion
Obtaining DUNS Number	Four weeks before actual submission deadline
Obtaining a valid EIN	Four weeks before actual submission deadline
Updating SAM registration	Four weeks before actual submission deadline
Submitting complete application in eGrants	One week before actual submission deadline

Address to Request Application Package

The AFG eGrants system is only accessible through the AFG application portal at <https://portal.fema.gov/>. There are several ways to get AFG application information:

- AFG website (<http://www.fema.gov/firegrants>)
- Grants.gov (<http://www.grants.gov>)
- US Fire Administration (<http://www.usfa.fema.gov>)

Hard copies of the application are not available.

In addition, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is: (800) 462-7585.

Application tutorials and Frequently Asked Questions (FAQs) assist with the online grant application, and highlight lessons learned and changes for FY 2016. For more details, please click here to visit the AFG website at <http://www.fema.gov/rules-tools>.

NOTE: Do not use any other browsers than Internet Explorer (IE 6 or higher). The eGrants system can run up to Internet Explorer 11, which should be used if available to the applicant. Do not have multiple browser tabs open when entering information, even when using Internet Explorer (IE 6 or higher). There are several known problems entering application information using non-IE browsers or having multiple browsers open, including but not limited to:

- System failure to recognize correct information
- System failure to capture and retain correct information
- System functions like “cut and paste” being disabled

The eGrants system will allow an authorized representative to log in and create a user name and password. This user name and password is specific to the authorized user and must not be shared with other personnel. If the applicant has submitted any Assistance to Firefighters Grants Program (AFGP) applications (AFG, Staffing for Adequate Fire and Emergency Response, (SAFER), Fire Prevention and Safety (FP&S), Station Construction Grant (SCG)) in a previous grant cycle, they must continue to use the same username, password, and Dun and Bradstreet Data Universal Numbering System (DUNS) number for any FY 2016 application(s).

If the applicant has forgotten the password or primary point of contact has changed, please visit <http://www.fema.gov/assistance-firefighters-grant-program-most-frequently-asked-questions> for instructions on how to update and correct the organization’s information.

Prior to submission and up to the application deadline, the online application can be saved, retrieved, or edited as required.

Content and Form of Application Submission

DHS makes all funding opportunities available through the common electronic storefront Grants.gov, accessible on the Internet at <http://www.grants.gov>. If applicants experience difficulties accessing information or have any questions, please call the Grants.gov Contact Center at (800) 518-4726.

Required Forms and Registrations

All required forms have been incorporated into the online application submission.

Application Submission Receipt

Once the application is submitted and received, the primary point of contact listed in the application, will be electronically messaged within the eGrants system.

Unique Entity Identifier and System for Award Management (SAM)

DHS is participating in the Grants.gov initiative that provides the grant communities a single site to find grant funding opportunities. Before applying for a DHS Grant, applicants must have a DUNS number and must be registered in SAM.

Instructions for obtaining a DUNS number can be found at the following Website:

<http://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html>

System for Award Management

Applicant registration in SAM is free. All applicants must register with SAM in order to apply online. Step-by-step instructions for registering with SAM can be found here:

<http://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html>.

Please remember that SAM registration is only active for one year and must be renewed annually.

Existing SAM.GOV account holders should check their account to make sure it is “**ACTIVE.**” SAM registration should be completed at the very beginning of the application period, and renewed annually to avoid being "INACTIVE."

Please allow plenty of time before the grant application submission deadline to obtain a DUNS number and then to register in SAM. It may take four weeks or more after the applicant submits the SAM registration before the registration is active in SAM, then an additional 24 hours for Grants.gov to recognize the information.

FEMA may not make an award to an entity until the entity has complied with the requirements to provide a valid DUNS number and maintain an active SAM registration with current information. If the applicant is noncompliant at the time of award offer, then FEMA may determine the applicant is not qualified to receive an award, and award another applicant.

IMPORTANT: The SAM registration process must be completed by the applicant. It is imperative that the information provided by the applicant is correct and current. Please ensure that your organization's name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all other DHS/FEMA awards. The organization's name on the SF 1199A, Direct Deposit Form must be entered as it appears in SAM. Payment under any DHS/FEMA award is contingent on the recipient's having a current SAM registration.

Help with SAM

SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at <https://www.fsd.gov/fsd-gov/home.do> or call toll free (866) 606-8220.

How to Get a Commercial and Government Entity (CAGE) Code

To get a CAGE code, applicants must first be registered in SAM, which is a requirement for doing business with the Federal Government. Applicants will be assigned a CAGE code as part of the SAM validation process, and as soon as the registration is active, applicants can view the CAGE code online by logging in to the SAM account.

Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their State's Single Point of Contact (SPOC) to comply with the State's process under Executive Order 12372 (see <http://www.fws.gov/policy/library/rgeo12372.pdf>). Name and addresses of the SPOCs are maintained at

the Office of Management and Budget's home page at http://www.whitehouse.gov/omb/grants_spoc to ensure currency.

Funding Restrictions

Federal funds made available through this award may only be used for the purpose set forth in this award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. Failure to adhere to the award conditions will cause the recipient to be considered in default of the grant agreement, and may require the return of all federal funds disbursed under the grant.

Federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

Construction

Construction costs are *not eligible* under the AFG grants. Construction includes major alterations to a building that changes the profile or footprint of the structure. Modifications to facilities costs described in Appendix A *Funding Priorities*, are not considered construction costs and may be eligible.

Pre-award Costs

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award. However, costs incurred after the application deadline, but prior to an offer of award, may be eligible for reimbursement only if the following conditions are met:

- The recipient must submit a written request to FEMA to incur such pre-award costs by providing notification (containing the application number and a justification narrative) to FEMA via email to the AFG Help Desk at FireGrants@fema.dhs.gov. The notification to FEMA should be concurrent with their acquisition activity, and must be submitted within the eligible timeframe and noted above; and,
- The recipient must receive confirmation from FEMA that the expenses have been reviewed and FEMA has determined the costs to be justified, unavoidable, and consistent with the grant's scope of work.
- Fees for grant writers are considered an exception and may be included as a pre-award expenditure.

Award Limits

Fire Departments and Nonaffiliated EMS organizations

The total amount of funding a fire department or nonaffiliated EMS organization recipient may receive under an AFG award is limited to maximum amounts set by § 33(c)(2) of the *Federal Fire Prevention and Control Act of 1974*, as amended (15 U.S.C. § 2229(c)(2)). These award limits are based on two factors: population served and a one percent aggregate amount of available grant funds.

Generally, the population of the jurisdiction served by the recipient will determine the maximum amount of AFG funding a recipient is eligible to receive. Notwithstanding this limitation based on population, no recipient may receive an award that exceeds one (1) percent of available grant funds in FY 2016, or \$3,450,000. FEMA may waive this aggregate cap of \$3,450,000 in individual cases where FEMA determines that a recipient has an extraordinary need for a grant that exceeds the aggregate cap. FEMA may not waive the statutory funding caps based on population served.

The following table explains the maximum funding that a recipient may receive in FY 2016:

Population of jurisdiction served by the recipient	Maximum award in FY 2016	Statutory waiver available subject to extraordinary need?
100, 000 or fewer people	No more than \$1million	None available
100,001 – 500,000 people	No more than \$2 million	None available
500,001 – 1,000,000 people	No more than \$3 million	None available
1,000,001 – 2,500,00 people	No more than \$3,450,000	Yes, but no more than \$6 million
More than 2,500,000 people	No more than \$3,450,000	Yes, but no more than \$9 million

Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Additionally, Regional grants awarded are included in the host organization's funding limitations. For example: if a recipient serves a population of 100,000 or fewer and are the recipient of a Regional award for \$1 million, they have met their cap and are no longer eligible for additional funds through the Operations & Safety or Vehicle activity.

Allocations and Restrictions of Available Grant Funds by Organization Type

Nonaffiliated EMS Organizations: Not more than 2 percent of available grant funds shall be collectively awarded to all nonaffiliated EMS organization recipients.

Emergency Medical Services Providers: Not less than 3.5 percent of available grant funds shall fund emergency medical services provided by fire departments and nonaffiliated EMS organizations.

State Fire Training Academy: Not more than 3 percent of available grant funds shall be collectively awarded to all State Fire Training Academy recipients. Further, not more than \$500,000 of available grant funds are eligible per applicant.

Vehicles: Not more than 25 percent of available grant funds may be used by recipients for the purchase of vehicles. Of that amount, FEMA intends to allocate 10 percent of the total Vehicle funds for ambulances.

Micro Grants: The selection of the voluntary Micro Grant option (cumulative federal participation of \$25,000) for eligible Operations and Safety activities does not impact an applicant's request or federal participation under the Vehicle Acquisition or Regional projects. Applicants who select Micro Grants as a funding opportunity choice may receive additional consideration for award.

Management and Administration

Management and administrative expenses should be based only on actual expenses or known contractual costs; requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement.

No more than 3 percent of the federal share of AFG funds awarded may be expended by the recipient for management and administration (M&A) for purposes associated with the AFG award.

Indirect (Facilities & Administrative {F&A}) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant federal agency) is required at the time of application, and must be provided to FEMA before indirect costs are charged to the award. Copies of the indirect cost rate agreements, along with the AFG application number, must be submitted electronically to FireGrants@fema.dhs.gov.

Indirect costs will be evaluated as part of the application for federal funds to determine if they are allowable, reasonable, or disproportionately impact an application's cost benefit.

Other Submission Requirements

Environmental and Historical Preservation (EHP)

As a federal agency, DHS/FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with Federal EHP regulations, laws, and Executive Orders as applicable. Recipients proposing projects that have the potential to impact the environment, including but not limited to modification or renovation of existing buildings, structures, and facilities, must participate in the DHS/FEMA EHP Review process. The EHP Review process involves the submission of a screening form that includes detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP Review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP Review.

Additionally, all recipients are required to comply with FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, [Environmental Planning and Historic Preservation Policy Guidance](#), and FP 108.24.4, [Environmental Planning and Historical Preservation Policy](#).

All Modifications to Facility activities, and any renovation to facilities that would qualify as a modification to facilities supporting activities under Training, Equipment, PPE, or Wellness and Fitness, will require an EHP Review. Some Equipment activities will require an EHP Review as well. Such activities include but are not limited to the installation of:

- Air compressor/fill station/cascade system (fixed) for filling SCBA
- Air quality systems
- Alarm/alerting systems
- Antennas
- Generators (fixed)
- Sprinklers
- Vehicle exhaust systems (fixed)
- Washer/dryer/extractors

If the recipient receives an award package from FEMA that contains an EHP comment in the Negotiation Comments section of the award package, the recipient MUST submit an EHP screening form to FEMA for review and approval prior to beginning any work that required the screening.

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes
- Management, administrative, or personnel actions
- Classroom-based training
- Acquisition of mobile and portable equipment (not involving installation) on or in a building

The AFG EHP Screening form and instructions are available at: http://www.fema.gov/media-library-data/1431970163011-80ce3cd907072a91295b1627c56d8fd2/gpd_ehp_screening_form_51815.pdf

Complete the AFG EHP Screening form and submit to the EHP Office at GPDEHPInfo@fema.dhs.gov.

E. Application Review Information

Prior to making a federal award, the federal-awarding agency is required by 31 U.S.C. 3321 and 41 U.S.C. 2313 to review information available through any OMB-designated repositories of government-wide eligibility qualification or financial integrity information. Therefore application evaluation criteria may include the following risk based considerations of the applicant: (1) financial stability; (2) quality of management systems and ability to meet management standards; (3) history of performance in managing federal award; (4) reports and findings from audits; and (5) ability to effectively implement statutory, regulatory, or other requirements.

FEMA will rank all complete and submitted applications based on how well they match the program priorities for the type of jurisdiction(s) served. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities.

Funding priorities and criteria for evaluating AFG applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the AFG grant program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The **nine major fire service organizations** represented on the panel are:

- International Association of Fire Chiefs

- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

Review and Selection Process

AFG applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this notice. Applications with the highest pre-score rankings are then scored competitively by (no less than three) members of the Peer Panel Review process. Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

i. Pre-scoring Process

The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix B. Application Narratives are not reviewed during pre-score. Request Details and Budget information should comply with program guidance and statutory funding limitations. The pre-score is 50 percent of the total application score.

ii. Peer Review Panel Process

Applications with the highest rankings from the pre-score process will be evaluated by a peer review process. A panel of peer reviewers is comprised of a fire service representatives recommended by the national organizations from the CDP. These peer reviewers will assess each application's merits with respect to the detail provided in the Narrative Statement on the activity, including the evaluation elements listed in the Narrative Evaluation Criteria below.

The panel will independently score each project within the application, discuss the merits and/or shortcomings of the application, and document the findings. A consensus is not required. The panel score is 50 percent of the total application score.

iii. Technical Evaluation Process (TEP)

The highest ranked applications will be deemed in the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a Subject Matter Expert (SME) as well as a FEMA Program Office review prior to being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award.

Once the TEP is complete, each applications cumulative score will be determined and a final ranking of applications will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in Appendix B, V. Restrictions on Use of Award Funds.

Narrative Evaluation Criteria

1. Financial Need (25%)

Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. This statement should include details describing the applicant's financial distress, summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of their control.

2. Project Description and Budget (25%)

This statement should clearly explain the applicant's project objectives and its relationship to the applicant's budget and risk analysis. The applicant should describe the various activities applied for with respect to any program priority or facility modifications, making sure they are consistent with project objectives, the applicant's mission and national, state, and/or local requirements. Applicants should link the proposed expenses to operations and safety, as well as the completion of the project goals.

3. Operations and Safety/Cost Benefit (25%)

Applicants should describe how they plan to address the operations and personal safety needs of their organization, including cost effectiveness and sharing assets. This statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, like specific overhead and administrative costs. The applicant's request should also be consistent with their mission and identify how funding will benefit their organization and affected personnel.

4. Statement of Effect/Impact on Daily Operations (25%)

This statement should explain how this funding request will enhance an organization's overall effectiveness. It should address how this request will improve daily operations and reduce an organization's common risk(s). Applicants should include how frequently the requested item(s) will be used and in what capacity. Applicants should also indicate how the requested item(s) will help the community and increase an organization's ability to save additional lives and property.

Simplified Acquisition Threshold Requirements

If the anticipated federal award amount will be greater than the simplified acquisition threshold, currently \$150,000 (see 2 CFR §200.88):

- i. Prior to making a federal award with a total amount of federal share greater than the simplified acquisition threshold, DHS is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)).
- ii. An applicant, at its option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that a federal

awarding agency previously entered and is currently in the designated integrity and performance system accessible through SAM.

- iii. DHS will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 CFR §200.205 federal awarding agency review of risk posed by applicants.

Turndown Notifications

All applicants who do not receive an FY 2016 AFG award will receive a decision notification from FEMA within the eGrants system.

The notification email will briefly describe those application factors that did not adequately align to the higher AFG Program priorities and consequently, why the application did not score high enough for further consideration. Due to the historical volume of applications and turndowns, a detailed debrief for each applicant will not be possible.

F. Federal Award Administration Information

Notice of Award

Once an award has been approved and recorded in the system, an award package is sent to the grant official authorized by the recipient. The award package and email notification will be made within the eGrants system. The authorized grant official should follow the directions in the notification to accept the award documents. The authorized grant official should carefully read the award package for instructions on administering the grant, whether there has been an adjustment to the award, and to become familiar with the terms, conditions and responsibilities of federal awards.

The offered award will remain on hold and be available (for a maximum of 30 days) until the recipient either accepts the award via the online AFG eGrants system or declines the award.

Failure to accept the grant award within 30 days of an offer of award may result in a loss of funds. Recipients may request additional time to accept the award if needed.

Negotiation of Award

During the offer of an AFG award, the application request(s) may have been modified during the review process, or awarded activities may require EHP Review.

If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award.

Administrative and National Policy Requirements

All successful applicants for all DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at:

<https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>

The applicable DHS Standard Terms and Conditions will be those in effect at the time in which the award was made.

Before accepting the award, the Authorized Organizational Representative (AOR) should carefully read the award package for instructions on administering the grant award and the terms and conditions associated with responsibilities under Federal Awards. Recipients must accept all conditions in this NOFO as well as any Special Terms and Conditions in the Notice of Award to receive an award under this program.

Reporting

Recipients are required to submit various financial and programmatic reports as a condition of their award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

Federal Financial Reporting Requirements

Federal Financial Reports (SF-425)

Recipients of AFG grants awarded on or after October 1, 2009, are required to submit semi-annual Federal Financial Reports (FFR) (SF-425). The FFR is to be submitted using the online eGrants system based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant. Reports are due:

- **June 30** (for period January 1 – June 30) and no later than July 30
- **December 31** (for period July 1 – December 31) and no later than January 31
- Within 90 days after the end of the Period of Performance

The Federal Financial Reporting Form (FFR) and instructions are available at the following sites:

Instructions:

https://www.whitehouse.gov/sites/default/files/omb/grants/standard_forms/SF-425_instructions.pdf

SF-425 (FFR) Form:

http://www.whitehouse.gov/sites/default/files/omb/grants/approved_forms/SF-425.pdf

Financial and Compliance Audit Report

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=876f827f6fae2c4bce610e9427a6d229&node=sp2.1.200.f&rgn=div6>.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend \$500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2012.

Program Performance Reporting Requirements

The recipient will be responsible for providing updated project(s) information on a semi-annual basis. The recipient is responsible for completing and submitting a programmatic Performance Report using the eGrants system. The programmatic Performance Report is due every six months after the grant's award date, and thereafter until the award is closed out.

Monitoring

Grant recipients will be monitored periodically by FEMA staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance, and administrative processes and policies, activities, and other attributes of each federal assistance award and will identify areas where technical assistance, corrective actions, and other support may be needed.

Recipients have the opportunity to participate in a Post Award Orientation (PAO) to have their questions answered, receive technical assistance or review the terms and conditions of the grant. The PAO is optional.

Closeout

Within 90 days after the end of the period of performance, recipients must submit a final SF-425 and a final performance report (within the closeout module in eGrants system) detailing all accomplishments and a qualitative summary of the impact of those accomplishments throughout the period of performance.

After these reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for three years from the date of the final SF-425.

The recipient is responsible for returning any federal funds that they have liquidated but remain unobligated by the recipient.

G. DHS Awarding Agency Contact Information

Contact and Resource Information

AFG Help Desk

The AFG Help Desk provides technical assistance to applicants for the online completion and submission of applications into the eGrants system, answers questions concerning applicant eligibility and recipient responsibilities, and offers assistance in the programmatic administration of awards. The AFG Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are from 8:00 a.m. to 4:30 p.m., Monday through Friday. All times listed are Eastern Time.

FEMA Regional Fire Program Specialists

Each FEMA region has specialists who can assist applicants with application information, award administration, and technical assistance. Contact information for a Regional Fire Program Specialist can be located on the AFG website at <https://www.fema.gov/fire-grant-contact-information>

H. Additional Information

Extensions

Extensions to this program are allowed.

Extensions to the Grant Period of Performance

An award's period of performance must be active for a recipient to submit a proposed extension request to FEMA. Recipients should request extensions sparingly and only under exceptional circumstances.

Approval is not guaranteed.

Extensions to the initial period of performance identified in the award will only be considered through formal amendment requests, via the eGrants system, and must contain specific and compelling justifications as to why an extension is required.

All extension requests must contain:

1. Grant Program, fiscal year, and award number
2. Reason for delay—this must include details of the legal, policy, or operational challenges being experienced that prevent the final outlay of awarded funds by the applicable deadline
3. Current status of the activity/activities
4. Approved period of performance termination date and new project completion date
5. Amount of funds drawn down to date
6. Remaining available funds, both federal and non-federal
7. Budget outlining how remaining federal and non-federal funds will be expended
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position/person responsible for implementing the plan for completion
9. Certification that the activity/activities will be completed within the extended period of performance without any modification to the original Statement of Work approved by FEMA

Requirements for Consideration

To be eligible for consideration, requests must be submitted via the eGrants system. Requests should be submitted no earlier than 120 days but no later than 60 days prior to the end of the award's period of performance.

- In accordance with FEMA policy, extensions are reviewed on a case-by-case basis and typically granted for no more than a six-month time period. Extension requests will be granted only due to compelling legal, policy, or operational challenges. The review process can take up to 30 days or longer. This review period should be factored into the timing of when to submit a request for an extension.

Example: Recipients may request an extension when not adjusting the timeline for liquidating obligations would constitute a verifiable legal breach of contract by the recipient with vendors or sub-recipients; or where a specific statute or regulation mandates an environmental review that cannot be completed within this timeframe; or where other exceptional circumstances warrant a discrete waiver.

APPENDIX A – FY 2016 AFG Program Updates-

Appendix A contains detailed information on changes between FY 2015 and FY 2016 to the AFG Program.

I. New for FY2016

Wellness and Fitness Micro Grants

Priority 1 Wellness and Fitness activities are now eligible when applying for a Micro Grant.

Change to Complete Set of PPE Definition

AFG will now consider a complete set of PPE to include 2 sets of gloves and 2 hoods.

Equipment Product Lifecycles

Equipment will now be scored using an additional variable of “Age Category.” Equipment is assigned an age category of Short (5-7 years), Medium (8-14 years), or Long (15-20 years). These age categories are used to compare like types of equipment. Under this system, an item that should have a useful life of 10 years is only competing against other items that have a similar lifecycle. An application does not score higher or lower based on the product lifecycle of an item. It only serves to ensure a more even scoring of equipment based on type.

Tow Vehicles

Tow vehicles are now listed under a separate chart in the equipment section to clarify the priority levels between application types.

Appendix B –Programmatic Information and Priorities

Appendix B contains detailed information on AFG Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

I. Ineligible Applications and/or Organizations

FEMA considers two or more separate fire departments or nonaffiliated EMS organizations sharing the same facilities as being one organization for the purposes of AFG eligibility. This determination is designed to avoid the duplication of benefits. If two or more organizations share facilities and each submits an application in the same program area, FEMA may deem all of those program area applications ineligible

Examples of other ineligible applicants include:

- While fire departments and nonaffiliated EMS organizations may share some common program priorities, there are some restricted activities for nonaffiliated EMS organizations; nonaffiliated EMS organizations are not eligible to request any activity that is specific or unique to structural/proximity/wildland firefighting gear
- Fire departments that are a Federal Government entity, or contracted by the Federal Government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land
- Fire departments or nonaffiliated EMS organizations that are not independent entities; but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency, or Authority Having Jurisdiction (AHJ)
- Fire-based EMS organizations are not eligible to apply as a nonaffiliated EMS organization
- Auxiliaries, hospitals, or fire service associations or interest organizations that are not the AHJ over the applicant
- State or local agencies, or subsets of any governmental entity, or any authority that do not meet the requirements as defined by 15 USC § 2229(a)(7)
- An applicant who submits two or more applications for the same equipment or other eligible activity (for example, if an applicant submits two or more applications, one under the Regional activity, and one under the Ops and Safety activity for SCBA, both applications may be disqualified. If an applicant submits two separate applications for the same activity (i.e., two separate vehicle applications) during the same application period, both applications may be disqualified.)
- Dive teams, search and rescue squads, or similar organizations that do not provide medical transport
- Fire departments or nonaffiliated EMS organizations that are for profit

II. Supporting Definitions for this NOFO

Authority Having Jurisdiction (AHJ): (Per NFPA101-2015 Edition: Life Safety Code) is that person or office charged with enforcing the NFPA codes.

Automatic Aid: (Per NFPA 1710, 3.3.2.1 - 2010 edition and NFPA1720 - 2009) is a plan developed between two or more fire departments for immediate joint response on first alarms.

Mutual Aid: (Per NFPA 1710, 3.3.2.1 - 2010 edition and NFPA1720 - 2009) is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner.

Metro Department: A metro fire department is one that has minimum staffing of 350 paid, career firefighters as defined by the International Association of Fire Chiefs (IAFC). AFG collects information on metro departments for statistical purposes only. Status as a metro department is not a factor in scoring or funding.

Primary First Due Response Area: The geographical area in proximity to a fire or rescue facility and normally served by the personnel and apparatus from that facility in the event of a fire or other emergency.

III. Community Classifications

The information the applicant organization supplies in Department Characteristics I and II of the AFG application determines whether the jurisdiction is identified by FEMA as urban, suburban, or rural. The community classification will determine the funding priority.

The US Census Bureau's urban-rural classifications are fundamentally a delineation of geographical areas. For more information, please visit: <http://www.census.gov/geo/www/ua/urbanruralclass.html>.

Some of the FY 2016 demographics for determining urban, suburban, or rural are:

Community	Urban	Suburban	Rural
Population of primary first due response area	>3,000 sq. mi. or 50,000 + population	1,000-2,999/sq. mi. or 25,000-50,000 population	0-999/sq. mi. or <25,000 population
Water Supply (percentage of primary first due response area covered by hydrant service)	75-100% hydrants (municipal water)	50-74% hydrants	<50% hydrant
Land Use within Primary first due response area	<25% for agriculture (based on zoning) industrial and commercial combines >50%	25-49% used for agriculture (based on zoning) industrial and commercial combined >25%-49%	50% used for agriculture (based on zoning) industrial and commercial combined <25%
Number of stations per square mile within primary first due response area	<3 sq. mi. per station	3-9 sq. mi. per station	>10 sq. mi. per station

IV. Application Tips

The following information may be useful when preparing a competitive application:

- National Fire Protection Association (NFPA) – “*FREE ACCESS*” - As part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit: <http://www.nfpa.org/freeaccess>
- Eligible applicants may submit only one application for each activity (Vehicle Acquisition, Operations and Safety, or Regional), but may submit for multiple activities within each activity.
- Fire-based EMS training and equipment must be applied for as a fire department under the AFG activity Operations and Safety
- Regional Applicants are eligible to only apply for Training, Equipment, and/or PPE within Operations and Safety, and Vehicle Acquisition
- SFTA Applicants are only eligible to apply for Equipment, and/or PPE within Operations and Safety, and Vehicle Acquisition
- Successful Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Any Regional award made will not impact or be included in the host organization’s funding limitations
- Applications differ based on the applicant type. For example, the SFTA application for a vehicle will be different from the Fire Department application for a vehicle. Be sure to select the appropriate applicant type when applying

V. Restrictions on Use of Award Funds

- No AFG funds may be used to support hiring (part-time or full-time), salaries, benefits, or fringe benefits (including but not limited to contributions for social security, insurance, workman’s compensation, pension, or retirement plans) for any personnel
- Documented back fill and overtime/lost wages costs to support awarded Training activities are allowable personnel expenses
- Instructor’s rates/base rates should be provided as part of the application Narrative, as well as the market researched competitive rate for delivering the requested training
- If the instruction provided for an awarded training activity is delivered by an existing member(s) of the recipient’s organization, only the established base rate of compensation, without benefits or overtime, may be eligible for reimbursement
- Recipients are encouraged to allow other organizations to benefit from an awarded activity; e.g., filling another organization’s SCBA cylinders using a grant funded compressor, or cleaning another organization’s turnout gear, or offering excess capacity training opportunities (if recipients choose to include costs associated with shared benefit [e.g., backfill, overtime, tuition] for members outside of their department, they must apply as a Regional application)
- Improperly requesting a grant award for an activity that is not an Operations and Safety activity may disqualify the request, for example:
 - Do not request flashlights under PPE (flashlights are equipment)
 - Do not request RIT packs under PPE (RIT packs are equipment)
 - Do not request a Personal Safety/Rescue Bailout System under equipment (a Personal Safety/Rescue Bailout System is PPE)

VI. Funding Priorities

A. Operations and Safety Training Overview

FEMA has determined that hands on, instructor-led training that meets a national, state, or DHS adopted standard and results in a national or state certification provides the greatest training benefit.

All of the following are considerations in pre-scoring and peer review panels: (HIGH **H, MEDIUM **M**, LOW **L**)**

Fire Department, Regional, and State Fire Training Academy Training Priorities	
H	• Training evaluated using national or state standards • Training that brings a department into compliance with recommended NFPA or other national standards • Instructor led training that requires student testing to demonstrate academic competence or practical proficiency • Training that benefits the highest percentage of applicable personnel, such as the hazardous materials training within a fire department or training that will be open to other eligible organizations
M	• Training that does not result in certification • Training that is self-directed/validated
L	• Training will address an identified risk however it is not associated with compliance to any standards

Fire Department and Regional Training Priorities				
Training	NFPA #	Urban	Suburban	Rural
NFPA 1001 (firefighter I, II)	1001	H	H	H
NFPA (instructor)	1041	H	H	H
NFPA 472 (Hazmat operations)	472	H	H	H
NFPA 1581(infection control)	1581	H	H	H
Confined space (awareness)	1670	H	H	H
Wildland firefighting (basic)	1143	H	H	H
Wildland firefighting certification (red card)	1051/1143	H	H	H
Wildland Fire Officer	1051	H	H	H
Rapid intervention training	1407	H	H	H
NFPA (officer)	1021	H	H	H
Emergency Medical Responder	1710	H	H	H
Firefighter safety and survival	1407	H	H	H
Safety officer	1521	H	H	H

Fire Department and Regional Training Priorities				
Training	NFPA #	Urban	Suburban	Rural
Driver/operator	1002	H	H	H
Fire prevention	1/909/913/ 1035	H	H	H
Fire inspector	1031	H	H	H
Fire investigator	1033	H	H	H
Fire educator	1041	H	H	H
NIMS/ICS	1561	H	H	H
Firefighter physical ability program	1583	H	H	H
Emergency scene rehab	1584	H	H	H
Critical Incident debriefing	1500/1583	H	H	H
Any training to a National/State or NFPA standards		H	H	H
Compliance with federal/state-mandated program		H	H	H
Rescue Technician)	1006/1670	H	H	H
Emergency Medical Technician		H	H	H
Advanced Emergency Medical Technician to Paramedic		H	H	H
Paramedic to Community Paramedic		H	H	H
Vehicle rescue	1670	H	H	H
Other officer	1021	H	H	M
NFPA (ARFF)	1003/402/ 403/408/409/ 410/412/ 414/415	H	H	M
Weapons of Mass Destruction (awareness, operations, technician, other/specialized)	472	H	H	L
Mass casualty		H	H	L
Hazmat (technician)	472	H	H	L
Training to address a local risk not elevated to a national or state		M	M	M

Fire Department and Regional Training Priorities				
Training	NFPA #	Urban	Suburban	Rural
standard				
Maritime Firefighting		M	M	M
Instructor-led training that does not lead to certification		L	L	L
Self-taught courses		L	L	L
Training not elevated to a national or state standard		L	L	L

Funding Priorities for Nonaffiliated EMS Organizations –Training

AFG provides training grants to meet the educational and performance requirements of nonaffiliated EMS personnel. Training should align with the U.S. National Highway Traffic Safety Administration (NHTSA), which designs and specifies a National Standard Curriculum for EMT training and the National Registry of Emergency Medical Technicians (NREMT), a private, central certifying entity whose primary purpose is to maintain a national standard (NREMT also provides certification information for paramedics who relocate to another state).

A higher priority is assigned to the following due to time and cost of upgrading an organization's response level:

- Organizations seeking to elevate the response level from Emergency Medical Responder (EMR) to Emergency Medical Technician (EMT)
- Organizations seeking to elevate the response level from Advanced EMT (AEMT) to Paramedic
- Organizations seeking to train Community Paramedics
- Organizations seeking to train a high percentage of the active EMRs will receive additional consideration when applying under the Training activity
- The lowest priority is to fund Emergency Medical Responder

Eligible Training Activities for Fire Departments and Regional Applications include but are not limited to:

• Train-the-trainer courses • Alternative fuel firefighting • Response to natural disasters • Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Training activities (e.g., removal/construction of a non-weight bearing wall) • Overtime expenses paid to career firefighters to attend training or to backfill positions for colleagues who are in training • Compensation to volunteers (Fire and	• Tuition, exam/course fees, and certifications/certification expenses • Purchase of training curricula and training services (instructors) • Chemical Biological Radiological Nuclear and Explosive (CBRNE) awareness, performance, planning, and management • Travel expenses associated with Type 3 Incident Management Teams (IMT) attending position development/mentoring assignment with national Type 2 or Type 1 IMTs • Those supplies or expendables or one-time
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Eligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	
nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers • Travel expenses associated with attendance at a formal training course or conference (mileage, hotel/lodging expenses); note: Food and beverages are ineligible	use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training

Ineligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	
• Construction of facilities (buildings, towers, sheds, etc.) • Firefighting equipment or PPE, such as SCBA, used exclusively for training • Remodeling not directly related to grant activities • Any costs associated with planning and/or participating in formal or planned special event exercises to identify user needs, evaluate an organization's performance capabilities, validate existing capabilities, or to facilitate coordination and asset sharing	• Site preparation to accommodate or modify any training activity, facility, or prop that is a permanent or semi- permanent improvement, including but not limited to: landscaping, cutting or grading an access road, trenching, paving a training area, exterior stairs or sidewalks, or the installation of utilities is an ineligible and non-reimbursable Training activity • Purchase or lease of real estate • Purchase of Unmanned Aerial Vehicles (UAVs) and Drones • Food and beverages

Eligible Nonaffiliated EMS Training Activities include but are not limited to:	
• Emergency Medical Responder (EMR) • Emergency Medical Technician (EMT) • Advanced EMT (AEMT) • AEMT to Paramedic • Paramedic (Applicant must clearly demonstrate plan to accomplish paramedic training within the period of performance). • Community Paramedics (Paramedics with Primary Care certification) • Travel expenses associated with attendance at a formal training course or conference (air/rail transportation, mileage, hotel/lodging expenses)	• Attendance at formal training forums or conferences providing continuing education credits, etc. • Overtime expenses paid to career nonaffiliated EMS responders to attend training or to backfill positions for colleagues who are in training • Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers • Supplies or expendables or one-time use items essential to complete the Training activity of a nonaffiliated EMS award's scope of work. Examples include bandages, splints, expendable respiratory supplies etc.

B. Operations and Safety - Equipment Overview

AFG grants fund equipment for effective response, firefighting, rescue, and emergency medical operations to enhance the public safety.

Requesting to replace obsolete or damaged equipment should be to meet a consensus standard (e.g., a personal SCBA face piece for every operational member of an organization).

Reminder: When requesting training for any items in this section, enter the request under Other in Additional Funding in the Request Details section.

NOTE:

- Accountability systems are located under Equipment (moved from PPE).
- All simulators, tow vehicles, and all mobile or fixed fire/evolution props (e.g., burn trailers, forcible entry, or rescue/smoke mazes) are moved from Training to Equipment.

All of the following are considerations in pre-scoring and peer review panels: (HIGH **H**, MEDIUM **M**, LOW **L**)

Priority	Age Category	Fire and SFTA	Fire Regional
BASIC			
H	Long	Appliance(s)	Appliance(s)
H	Medium	Nozzles	Nozzles
H	Medium	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA
H	Long	Basic Hand Tools (Structural/Wildland)	Basic Hand Tools (Structural/Wildland)
H	Short	Computers used in support of Training	Computers used in support of Training
H	Medium	Electric/Gas Powered Saws/Tools	Electric/Gas Powered Saws/Tools
H	Short	Fit Test Systems	Fit Test Systems
H	Medium	Flashlights	Flashlights
H	Long	Foam Eductors	Foam Eductors
H	Medium	Generator – Portable	Generator – Portable
H	Medium	Hose (Attack/Supply)	Hose (Attack/Supply)
H	Long	Ladders	Ladders
H	Short	Personal Accountability Systems	Personal Accountability Systems

Priority	Age Category	Fire and SFTA	Fire Regional
H	Medium	Props	Props
H	Medium	PPE Washer/Extractor/Dryer	PPE Washer/Extractor/Dryer
H	Medium	RIT Pack/Cylinder	RIT Pack/Cylinder
H	Medium	Ropes, Harnesses, Carabiners, Pulleys, etc.	Ropes, Harnesses, Carabiners, Pulleys, etc.
H	Short	Simulators	Simulators
H	Short	Thermal Imaging Camera (Must be NFPA 1801 Compliant)	Thermal Imaging Camera (Must be NFPA 1801 Compliant)
H	Short	IDLH Monitoring Equipment	IDLH Monitoring Equipment
H	Short	Mobile computing devices intended to be used on scene (Tablets)	Mobile computing devices intended to be used on scene (Tablets)
COMMUNICATIONS			
H	Medium	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Medium	Headsets	Headsets
H	Medium	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Medium	Mobile Repeaters (must be P-25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
H	Medium	Pagers (limited to number of active members)	Pagers (limited to number of active members)
H	Medium	Portable Radios (must be P-25 Compliant, limited to number of AFG approved seated positions)	Portable Radios (must be P-25 Compliant, limited to number of AFG approved seated positions)
H	Medium	Mobile Data Terminal (MDT)	Mobile Data Terminal (MDT)
EMS			
H	Short	Automatic Chest Compression Device (CPR)	Automatic Chest Compression Device (CPR)
H	Short	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H	Short	Automated External Defibrillators (AEDs) BLS Level	Automated External Defibrillators (AEDs) BLS Level
H	Short	Blood Pressure Cuffs	Blood Pressure Cuffs

Priority	Age Category	Fire and SFTA	Fire Regional
H	Short	EMS/Rescue Equipment	EMS/Rescue Equipment
H	Short	Monitor/Defibrillator – 15 leads	Monitor/Defibrillator – 15 leads
H	Medium	Power Cots	Power Cots
H	Medium	Power lift system	Power lift system
H	Medium	Power lift systems with cot	Power lift systems with cot
H	Short	Pulse Oximeters	Pulse Oximeters
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Stethoscopes	Stethoscopes
H	Medium	Stretchers/Backboard/Splint, etc.	Stretchers/Backboard/Splint, etc.
EXTRICATION			
H	Medium	Cutter/Spreader	Cutter/Spreader
H	Medium	Vehicle Extrication Equipment	Vehicle Extrication Equipment
HAZMAT			
M	Medium	Basic Hazmat Response Equipment	Basic Hazmat Response Equipment
M	Medium	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Monitoring and Sampling Devices	Monitoring and Sampling Devices
INVESTIGATION			
L	Short	Cameras	Cameras
L	Medium	Investigation Tools	Investigation Tools
L	Medium	Lights	Lights
L	Short	Monitoring and Sampling Devices (specialized)	Monitoring and Sampling Devices (specialized)
SPECIALIZED			
M	Medium	Class A Boats (16 to 26 feet)	Class A Boats (16 to 26 feet)
M	Medium	Class One Boats (16 feet or less)	Class One Boats (16 feet or less)
M	Short	Marine equipment (NFPA 1925: Standard on Marine Fire-Fighting Vessels)	Marine equipment (NFPA 1925: Standard on Marine Fire-Fighting Vessels)

Priority	Age Category	Fire and SFTA	Fire Regional
M	Medium	Mobile Generator	Mobile Generator
M	Medium	Portable Pump	Portable Pump
M	Medium	Skid Unit	Skid Unit
L	Short	Specialized Equipment (Other)	Specialized Equipment (Other)
CNRNE EQUIPMENT			
L	Short	CBRNE-related Equipment	CBRNE-related Equipment
L	Short	Non-Disposable Biological Detection	Non-Disposable Biological Detection

Priority	Age Category	EMS	EMS Regional
COMMUNICATIONS			
H	Medium	Base Stations (must be P-25 Compliant)	Base Stations (must be P-25 Compliant)
H	Medium	Mobile Radios (Must be P-25 Compliant)	Mobile Radios (Must be P-25 Compliant)
H	Medium	Pagers (limited to number of active members)	Pagers (limited to number of active members)
H	Medium	Portable Radios (Must be P-25 Compliant, limited to number of AFG approved seated positions)	Portable Radios (Must be P-25 Compliant, limited to number of AFG approved seated positions)
H	Medium	Headsets	Headsets
H	Medium	Mobile Repeaters (must be P-25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
M	Medium	Mobile Data Terminal (MDT)	Mobile Data Terminal (MDT)
EMS/RESCUE			
H	Short	Automatic Chest Compression Device (CPR) moved from basic	Automatic Chest Compression Device (CPR) moved from basic
H	Short	Automated External Defibrillators (AEDs) BLS Level	Automated External Defibrillators (AEDs) BLS Level
H	Short	ALS/BLS Equipment	ALS/BLS Equipment
H	Medium	Stretchers/Backboards/Splints	Stretchers/Backboards/Splints
H	Short	Monitor/Defibrillator – 15+ leads	Monitor/Defibrillator – 15+ leads

Priority	Age Category	EMS	EMS Regional
H	Medium	Power Cots	Power Cots
H	Medium	Power lift system	Power Lift System
H	Medium	Power lift systems with cot	Power lift systems with cot
H	Short	Pulse Oximeters	Pulse Oximeters
H	Short	Suction	Suction
H	Short	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H	Short	Blood Pressure Cuffs	Blood Pressure Cuffs
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Stethoscopes	Stethoscopes
BASIC			
H	Short	Computers used in support of training	Computers used in support of training
H	Medium	Props	Props
H	Short	Simulators	Simulators
H	Short	Mobile computing devices intended to be used on scene (tablets)	Mobile computing devices intended to be used on scene (tablets)
HAZMAT			
M	Medium	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Medium	Basic Hazmat Response Equipment	Basic Hazmat Response Equipment
M	Short	Monitoring and Sampling Devices	Monitoring and Sampling Devices

Priority	Age Category	Tow Vehicles	Applicant Type
Note: Tow vehicles may be applied for under different application types with differing priority levels. Please reference the chart below when applying for tow vehicles.			
H	Long	Tow Vehicle	SFTA
H	Long	Tow Vehicle	Regional
L	Long	Tow Vehicle	Fire Department

Fire Department, Nonaffiliated EMS, Regional, and State Fire Training Academy Equipment Priorities

H	First-time purchase* (never owned by applicant) to support existing mission and/or replace obsolete or damaged equipment Note: Applicant must not currently own any items of the type being requested
M	Increased/expanded capabilities within the department's existing mission, or to meet a new risk.
L	Requesting items for a new mission, or requesting additional supplies, or reserve equipment

*A department applying for an award may indicate that the item(s) requested are "first time purchases." If the department already owns or has owned any equipment of the same general type, description, or purpose, the request does not qualify as a first time purchase. For example: A department with older single-band radios applies for digital multi-band radios. This department has never had digital multi-band radios before, but because they *did* have radios, they are seeking to "replace old or obsolete equipment" as opposed to making a first time purchase. This would also include the purchase of updated equipment, equipment of the same type, but with different specifications (currently own 2 inch hose, now request 2 ½ inch hose). This scenario would be considered a medium priority under "meet a new risk" in the table immediately above.

Additional Considerations

- Equipment that has a direct effect on firefighters' health and safety
- Age of equipment considered for replacement
- Equipment that operationally benefits other jurisdictions
- Equipment that brings the department into compliance with a national recommended standard, (e.g., NFPA or statutory compliance like Occupational Safety and Health Administration [OSHA])

Note: First time purchase does not apply to the replacement of equipment that has new technology (e.g., radios)

Fire Department, Nonaffiliated EMS, Regional, and State Fire Training Academy Equipment Activities include but are not limited to:

- Shipping, taxes, assembly, and installation of the requested equipment - Extended warranties and service agreements if acquired concurrent with initial acquisition - Training specific to the requested equipment - Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Equipment activities (e.g.,	- Equipment for response to incidents involving CBRNE/WMD - Requested support activities for Equipment requiring supplies or expendables or "one-time" use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or
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Fire Department, Nonaffiliated EMS, Regional, and State Fire Training Academy Equipment Activities include but are not limited to:

removal/construction of a non-weight bearing wall)

per NFPA1403 *Standard on Live Fire Training Evolutions*, reasonable safety mitigations to a structure acquired for training

Ineligible Fire Department, Nonaffiliated EMS, Regional, and State Fire Training Academy Equipment Activities include but are not limited to:

• Construction of facilities, such as buildings, towers, sheds to house communications, or other equipment • All fixed non-mobile repeaters or fixed site amplifiers • Sirens or other outdoor warning devices • Signage of any kind • Phones (telephone/satellite/cell) • Subject to waiver, any new communications projects or expanding existing communications projects that operate on 700 MHz per FEMA Information Bulletin #386 • Personal Safety/Rescue Bailout System (PPE) • Computer assisted dispatch (CAD) systems and software, geographic information systems (GIS), dispatch consoles, workstations, and office furniture	• Nonaffiliated EMS expendable supplies (including, but not limited to, medications, gloves, syringes, and cervical collars) • Utility Vehicles and All-Terrain Vehicles (UTV/ATV) • Unmanned Aerial Vehicles (UAVs) and Drones • Bomb disposal equipment and robots • Mobile radios for personally owned vehicles (except Chief Fire Officer's personal vehicle, if justified) • Those supplies or expendables or common one-time use items such as foam, soaps, disinfectant wipes, medical gowns/gloves, bandages, any drug, intravenous bags/fluids, defibrillator pads/electrodes, syringes, cervical collars, batteries, exhaust system filters, and splints • Flashover or other simulators/props that do not meet NFPA 1402 or 1403 standard (home-made or aftermarket simulators)
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IMPORTANT: The *only* eligible AFG activity for interoperable communications equipment is the acquisition of P-25 compliant equipment.

- P-25 compliant interoperable communications equipment has a digital platform that is programmable, scalable, and can communicate in analog mode with legacy radios, and in both analog and digital mode with other P-25 equipment. P-25 compliance enhances interoperability, allowing first responders to communicate with each other to coordinate their response to and mitigate all hazards.
- The procurement of interoperable communications equipment that does not meet P-25 compliance is unallowable.
- There are no waivers for P-25 waivers compliance.
- All recipients awarded activities with emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and

enhance interoperable communications. The technical specifications for FY 2016 SAFECOM Guidance on Emergency Communications Grants is available at: <https://www.dhs.gov/sites/default/files/publications/FY%202016%20SAFECOM%20Guidance%20FINAL%20508C.pdf> It is the recipient's responsibility to obtain documented evidence that the equipment to be acquired has been tested and passed all the applicable P-25 requirements and the recipient shall be able to produce such documentation to the FEMA upon request.

- AFG applicants do not have to identify a specific P-25-compliant product in their application narrative, but they must affirm the interoperable communications equipment requested or acquired will be P-25 compliant.

C. Operations and Safety - Personal Protective Equipment (PPE)

Overview

AFG funds used to acquire PPE may only be used to acquire compliant PPE for firefighting and nonaffiliated EMS personnel. Only the acquisition of PPE compliant with the most current edition of NFPA 1971, 1976, 1977, 1981, and 1999 are eligible activities. The acquisition of used, refurbished, or updated PPE will be ineligible for reimbursement.

PPE requested should have the goal of increasing firefighter safety. When requesting to replace obsolete or damaged PPE (e.g., turnout gear and SCBA), applicants will be asked to provide the age of the items being replaced. All PPE items in the current inventory should be accurately described and accounted for in the application narrative.

Based in part on NFPA 1851: Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, in order for PPE (to include SCBA) to be considered obsolete, the items must be a minimum of two NFPA cycles **and** 10 years of age or older from the date they were manufactured.

Training for requested PPE

- Applicants must certify that all grant-funded PPE will only be used by sufficiently trained personnel (failure to meet this requirement will result in the request for funding deemed ineligible)
- If applicants are requesting training to support a PPE activity, it must be entered in the Additional Funding section in request details

- Acquiring or replacing an individual SCBA face piece for each operational member of an organization is a High **H** priority. To the extent a request for additional face pieces exceeds any face pieces requested as part of an SCBA unit, that request should be entered as a separate request line item, and will not be considered a request "to increase supplies" (e.g., the applicant has the need for 35 Face Pieces, and requested 25 SCBA Units, applicants should separately request 10 additional Face Pieces).
- FEMA considers a complete set of Structural/Proximity PPE Turnout gear to be comprised of these NFPA 1971 or 1976 compliant components: one pair pants, one coat, one helmet, two hoods, one pair boots, two pairs gloves, and one pair suspenders, one pair goggles. In the Authorities Having Jurisdiction (AHJ) where additional PPE like a

Personal Safety/Rescue Bailout System is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set.

- FEMA considers a complete set of EMS PPE Turnout gear to be comprised of these NFPA 1999 compliant components: one pair pants, one coat, one helmet, one pair boots, one pair gloves, one pair suspenders, and one pair goggles.
- FEMA considers a complete set of Wildland PPE Turnout gear to be comprised of these NFPA 1977 compliant components: one pair pants, one coat, one jumpsuit, one helmet, one pair boots, one pair gloves, one pair suspenders, one pair goggles, one fire shelter, web gear, backpack, and canteen/hydration system.
- FEMA considers a complete SCBA Unit to be comprised of the Harness/Backpack, one Face Piece and two cylinders.

All of the following are considerations in pre-scoring and peer review panels:

Fire Department, Nonaffiliated EMS, Joint/Regional, and State Fire Training Academy Personal Protective Equipment (PPE) Priorities	
H	• Departments requesting new PPE for the first time • Departments replacing obsolete or damaged PPE • Members without gear
M	• Departments requesting PPE for a new risk
L	• Departments requesting PPE for a new mission • Departments requesting PPE to increase supplies

Fire Department, Nonaffiliated EMS, Regional, and State Fire Training Academy Self-Contained Breathing Apparatus (SCBA) Priorities	
Award will be based on the number of eligible seated riding positions in the department's vehicle fleet and age of existing SCBA, limited to one spare cylinder (unless justified in the Request Details Narrative). With the exception of face pieces, FEMA will fund one per trained firefighter.	
H	Note: FEMA considers SCBA (PPE) obsolete if, it is a minimum of two NFPA cycles and 10 years of age or older, from the date of manufacture. • Replacing SCBA compliant with NFPA 1981, 2002 Edition or prior • Replacing obsolete or damaged SCBA • Funding every operational member with their own individual face piece
M	• Departments requesting PPE for a new risk
L	• Departments requesting PPE to increase supplies

Additional Considerations	
• Applicants will be required to provide the age of the PPE being replaced • Call volume can contribute to the justification for new risk	

Additional Considerations

- Applicants with the oldest PPE and/or trying to bring the department into 100 percent NFPA compliance or the number of active members who will have compliant gear

Personal Protective Equipment List

Structural/Proximity **H**

- | | |
|--|---|
| <ul style="list-style-type: none">• Boots• Coats• Complete Set of Turnout Gear• Personal Safety/Rescue Bailout System• Gloves• Suspenders | <ul style="list-style-type: none">• Goggles• Helmets• Hoods• Pants• Pass Devices• ANSI Traffic Vests |
|--|---|

Respiratory **H**

- | | |
|---|--|
| <ul style="list-style-type: none">• Accountability Systems• Air-Line Unit• Respirators• SCBA Spare Cylinders | <ul style="list-style-type: none">• Face Pieces• SCBA (SCBA Unit includes: Harness/Backpack, Face Piece, and 2 cylinders) |
|---|--|

Wildland **H**

- | | |
|--|---|
| <ul style="list-style-type: none">• Jumpsuits/Coveralls• Boots• Coats• Pants• Suspenders | <ul style="list-style-type: none">• Goggles• Shelters• Web Gear/Backpacks• Canteens/Hydration Systems• Helmet |
|--|---|

Specialized PPE **M**

- | | |
|---|--|
| <ul style="list-style-type: none">• PPE: Ballistic Protective Equipment (BPE), which includes one vest, one helmet, one triage bag, one pair of goggles• Extrication Clothing/Rescue Clothing• Encapsulated Suits• Chemical/Biological Suits (Must conform to NFPA 2012 edition) | <ul style="list-style-type: none">• Wet and Dry Suits• Proximity Suits• Splash Suits |
|---|--|

Eligible Fire Department, Nonaffiliated EMS, Joint/Regional and State Fire Training Academy PPE Activities include but are not limited to:

- | | |
|---|---|
| <ul style="list-style-type: none">• American National Standards Institute (ANSI)-approved retro-reflective highway apparel• Training for requested PPE | <ul style="list-style-type: none">• Customized helmet shields• Level C suits• Personal Safety/Rescue Bailout System |
|---|---|

Ineligible Fire Department, Nonaffiliated EMS, Regional and State Fire Training Academy PPE Activities include but are not limited to:

• Three-quarter length rubber boots • Uniforms (formal/parade or station/duty) and uniform items (hats, badges, etc.) • Rapid Intervention Packs (Equipment) • Flashlights (Equipment) • Gear Bags (Equipment) • Personal Safety/Rescue Bailout System (PPE) for nonaffiliated EMS organizations	• Bomb disposal suits • Any communications equipment (e.g., radios and pagers) in the PPE section • Structural, proximity, wildland firefighting gear, or rescue and extrication gear for nonaffiliated EMS organizations • Any decals, embroidery, engraving, flags, graphics, logos, or vehicle lettering that customizes awarded items (except customized helmet shields)
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D. Operations and Safety - Wellness and Fitness

Overview

Wellness and Fitness activities are intended to strengthen emergency responders so their mental, physical, and emotional capabilities are resilient enough to withstand the demands of all hazards operations. In order to be eligible for funding, applicants must offer, or plan to offer, all four of the following Priority 1 **H** activities as discussed in the table below.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

Priority 1 - Below are the four activities required for a complete Wellness and Fitness program.

Initial medical exams **H** (Priority 1)

Job-related immunization **H** (Priority 1)

Annual medical and fitness evaluation **H** (Priority 1)

Behavioral health **H** (Priority 1)

Priority 2 - Applicants may only apply for Priority 2 Items if the applicant offers or is requesting a combination of the four activities required under Priority 1.

Departments that have some of the Priority 1 programs in place must apply for funds to implement the missing Priority 1 programs before applying for funds for any additional program or equipment within this activity. In addition, for all AFG Programs, any grant funded medical exams must meet current NFPA 1582, as required by DHS standards.

- Candidate physical ability evaluation
- Formal fitness and injury prevention program/equipment
- Injury/illness rehab
- IAFF or IAFC peer fitness trainer program(s)
- Formal fitness and injury prevention program/equipment
- IAFF or IAFC peer fitness trainer program, (including transportation, travel, overtime/backfill, and reasonable expenses associated with member participation in Train-the-Trainer for IAFC/IAFF and implementation of a peer fitness trainer programs)

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

NOTE: Simultaneous requests for Priority 1 and Priority 2 activities will receive a lower funding consideration than requests that complete the bundle of the four Priority 1 activities.

Fire Department and Nonaffiliated EMS Eligible Wellness and Fitness activities include but are not limited to:

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|---|---|
| <ul style="list-style-type: none">• The four Priority 1 items, initial medical exams, job-related immunization, annual medical and fitness evaluation, and behavioral health• Behavioral health programs to include, but not limited to: Critical Incident Stress Management Programs or Employee Assistance Programs• Transportation expenses related to a member's participation in offered Wellness and Fitness activities | <ul style="list-style-type: none">• Contractual costs (non-hiring) for personnel, physical fitness equipment (including shipping charges and sales tax, as applicable), and supplies directly related to physical fitness activities• Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall) |
|---|---|

Ineligible Fire Department and Nonaffiliated EMS Eligible Wellness and Fitness activities include but are not limited to:

- | | |
|---|--|
| <ul style="list-style-type: none">• Fitness club memberships for participants or their families• Non-cash incentives, (e.g., t-shirts or hats of nominal value and vouchers to local businesses or time-off)• Purchase of real estate• Cash incentives | <ul style="list-style-type: none">• Purchase of medical equipment that is not used as part of the Wellness and Fitness Program• Contractual services with anyone other than medical professionals (e.g., health care consultants, trainers, and nutritionists) for programs such as smoking cessation |
|---|--|

E. Operations and Safety - Modifications to Facilities Overview

AFG grants may be used to modify fire stations and other facilities. New fire station construction is not allowed.

Requested activities may only retrofit existing structures built prior to January 1, 2003, that do not already have the requested AFG eligible safety features in place. Structures that were built prior to January 1, 2003 and have been expanded/added on to may be eligible for an award to retrofit areas.

The January 1, 2003, benchmark for eligibility does not apply to minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support Training, Equipment, or Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall). However, the eligibility of certain minor interior alterations does not release the recipient from their EHP responsibilities resulting from those alterations.

In recognition of the risks posed by exposure to diesel fumes, Source Capture Exhaust Extraction Systems (SCES) are an AFG High **H** priority for vehicle exhaust mitigation under Modification to Facilities.

An SCES is a system where exhaust gases from a vehicle are captured directly, via a conduit that attaches to/over the end of the vehicle's exhaust system at the tailpipe. The captured exhaust gases are expelled through the attached conduit via mechanical/pneumatic means to the exterior of the building.

No modification may change the structures footprint or profile. If requesting multiple items, such as a sprinkler system and exhaust system, **the funding for any projects or activities cannot cumulatively exceed \$100,000 (Total Project Cost(s)) for any individual station.** Eligible projects under this activity must have a direct effect on the health and safety of firefighters.

All of the following are considerations in pre-scoring and peer review panels:

Fire Department and Nonaffiliated EMS Modifications to Facilities Priorities include but are not limited to:	
H	Departments requesting direct, source capture exhaust systems, sprinkler systems, or smoke/fire detectors
M	Emergency generators, Air Quality Systems (AQSs)

Fire Department and Nonaffiliated EMS Ineligible Modifications to Facilities activities include but are not limited to:	
- Station maintenance - Resurfacing bay floors	Interior remodeling not pertaining to the requested project(s)

Facility Considerations
Level of Occupancy H Full-time coverage 24/7 H Facilities with sleeping quarters M Facilities without sleeping quarters M Part-time or selected coverage L Not on a regular basis L Training facilities and marine fire facilities

Additional Considerations
Additional considerations will be given for the age of the building; older facilities receive a higher priority. If requesting multiple items in this activity, funding cannot exceed a maximum of \$100,000 per station.

F. Regional

Overview

A Regional application is an opportunity for a fire department or a nonaffiliated EMS organization to act as a host and apply for funding on behalf of itself and any number of other participating AFG eligible organizations. SFTAs are not eligible to apply under the Regional activity. Eligible Regional activities are Vehicle Acquisition and Operations and Safety (but only for Training, Equipment, and PPE activities). Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and benefit more than one local jurisdiction (county, parish, town, township, city, or village) directly from the activities implemented with the grant funds.

The community identification characteristic (e.g., Rural, Urban, or Suburban) and the organizational status of the Host applicant (e.g., Career, Combination, or Volunteer) will be entered and used for the regional application, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed primary first due response areas of the host and participating partner organizations.

Neither the regional host nor any participating partner is prevented from also submitting an application on behalf of their own organization for any AFG activity (Vehicle Acquisition or Operations and Safety). However, individual organizational applications submitted by either the host or any participating partner that duplicate any portion of the regional application will be considered a duplicate submission and both applications will be deemed ineligible.

Example: The host and participating partners in a regional request for SCBA units are prohibited from submitting individual organizational applications for essentially similar SCBA units or any component of the SCBA unit.

In the application Narrative, a Regional host *must* include a list of all the AFG eligible participating organizations benefitting from a proposed Regional project, including validated points of contact, each organization's Employee Identification Number (EIN), and clear and detailed information on the regional activities requested.

Host organizations should provide specific details, fully explaining the distribution of any grant-funded acquisitions or grant-funded contracted services, as well as the responsibilities between the host and the partner organizations.

In order to apply for a regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to, cost share, accountability for the assets, and all reporting requirements in the regional application.

The host will be required to enter information that captures the macro demographics (e.g., total square miles) and master listings of information (e.g., combined SCBA inventories) of the partners that serve the region.

All participants of a Regional applicant must be compliant with AFG requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the AFG Program Office, the host agency shall not distribute grant funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the AFG Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document signed by the host and all participating organizations. The agreement should specify the individual and mutual responsibilities of the participating partners, the participant's level of involvement in the project(s), and the proposed distribution of all grant funded assets and/or contracted services. Copies of the MOU will be requested during the technical evaluation of the application.

The MOU agreement must specify the individual and mutual responsibilities of the host and participating partners, the host and participant's level of involvement in the project(s), the participating partner's EIN numbers, and the proposed distribution of all grant funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible AFG organization and must be a party to the MOU or equivalent document.

G. Vehicle Acquisition

Overview

Vehicles purchased with AFG funds must be compliant with NFPA 1901 (*Standard for Automotive Fire Apparatus*), NFPA 1906 (*Standard for Wildland Fire Apparatus*), or NFPA 1917 (*Standard for Automotive Ambulances*).

Leasing, loan payments, or installment plans to obtain a vehicle are not eligible acquisition activities under the AFG Program and will not be reimbursed.

Community Paramedic vehicles are non-transport vehicles and are not intended to have a dual role (e.g., as utility or support vehicles). There is nothing inherent in the delivery of community paramedic services that requires any emergency response packages (e.g., lights, sirens) or operational equipment (e.g., rescue tools, structural/woodland firefighting equipment); consequently, such activities are ineligible.

Applicants may apply for more than one vehicle. Requests cannot exceed the financial cap based on population listed in the application. If a department submits multiple types of applications, and more than one of those requests are approved, the department will be held to the same financial cap based on the population listed in the application.

When requesting more than one vehicle, applicants will be asked to fill out a separate line item and answer all the questions including a separate Narrative for each vehicle. For example, if applicants are requesting to replace three ambulances, the applicant must fill out the age and vehicle identification number (VIN) of each vehicle being replaced. Applicants cannot use the same VIN in each line item.

In the case(s) when an applicant is not replacing a vehicle but only changing the service status of a vehicle(s), such as from first due to reserve, a VIN number is still required for the Narrative and for the vehicle being reassigned.

Applicants requesting fire vehicles that do not have drivers or operators trained to NFPA 1002 or equivalent, and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive any vehicle award.

Applicants requesting nonaffiliated EMS vehicles that do not have drivers or operators trained to the National Standard Emergency Vehicle Operator Curriculum (EVOC) developed by the United States Department of Transportation (DOT), or equivalent, and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive any vehicle award.

All applicants may request funding for a driver training program in the Vehicle Acquisition section but must add the request in the Additional Funding area in the Request Details section of the Vehicle Application.

All Driver training program(s) must be in place prior to the delivery of the awarded vehicle(s) or the recipient will be considered to be in violation of the grant agreement.

The pre-score evaluation criteria consider the department's need for the vehicle based on the age/condition of current vehicles and/or the demands on the organization.

All of the following are considerations in pre-scoring and peer review panels:

Eligible Fire Department, and State Fire Training Academy Vehicle activities include but are not limited to the following Vehicle Priorities:			
Priority	Urban Communities	Suburban Communities	Rural Communities
H	• Pumper • Ambulance • Aerial • Rescue • Non-Transport Community Paramedic	• Pumper • Ambulance • Aerial • Tanker-Tender • Rescue • Non-Transport Community Paramedic	• Pumper • Ambulance • Brush-Attack • Tanker-Tender • Aerial • Non-Transport Community Paramedic

Eligible Fire Department, and State Fire Training Academy Vehicle activities include but are not limited to the following Vehicle Priorities:

Priority	Urban Communities	Suburban Communities	Rural Communities
M	• Command • Hazmat • Light/Air unit • Rehab	• Hazmat • Command • Light/Air unit • Brush-Attack • Rehab unit	• Command • Hazmat • Rescue • Light/Air unit
L	• Aircraft Rescue and Firefighting Vehicle (ARFF) • Brush-Attack • Foam truck • Fire boat • Tanker-Tender • Highway safety unit • Hybrid (Fire/Nonaffiliated EMS)	• ARFF • Foam truck • Highway safety unit • Fire boat • Hybrid (Fire/Nonaffiliated EMS)	• Foam Truck • Highway safety unit • ARFF • Rehab • Fire boat • Hybrid (Fire/Nonaffiliated EMS)

Compliance with Standards

- New fire apparatus must be compliant with NFPA 1901 or 1906 for the year ordered/manufactured
- Ambulances, NFPA1917, Edition 2013, or GSA Federal Standard KKK-A-1822F
- Applicants must certify that unsafe vehicles will be permanently removed from service if awarded a grant. Acceptable uses of unsafe vehicles include farm, nursery, scrap metal, salvage, construction, or donation to a foreign entity
- Applicants should consider adopting the principles of Traffic Incident Management Systems. The USFA report on TIMS can be found at:
https://www.usfa.fema.gov/downloads/pdf/publications/fa_330.pdf

Additional Considerations (to include but not limited to)

- Departments that have automatic aid agreements, mutual aid agreements, or both
- Call volume of primary first due response area or region
- Replacement of open cab/jump seat configurations
- Age and mileage of the vehicle being replaced; older equipment receives higher consideration
- Age of the newest vehicle in the department's fleet that is like the vehicle to be replaced
- Disclose vehicles on loan to the organization in the application narrative but not in the organization's inventory

Additional Considerations (to include but not limited to)

- Disclose damaged vehicles and out of service vehicles in the organization's inventory
- Average age of the fleet; older equipment within the same class
- Converted vehicles not designed or intended for use in the fire service

Eligible Regional Vehicle activities for Fire Departments (ALL Community Types)**Nonaffiliated EMS organizations are limited to Bariatric Ambulance and Community Paramedic**

H	• Aerial • Air/Light • Bariatric Ambulance • Mobile Command • Rehabilitation Unit • Non-Transport-Community Paramedic • Tow Vehicle (Applied for under equipment) • Heavy Rescue
M	• Highway Safety Unit (Nonaffiliated EMS ineligible)
L	• Hazmat (Nonaffiliated EMS ineligible) • Specialized Foam Unit (Nonaffiliated EMS ineligible)

Nonaffiliated EMS Eligible Vehicle Activities

H	• Ambulances • Non-Transport Community Paramedic
M	• Support vehicles

IMPORTANT

Upon accepting an offer of an award for Vehicle Acquisition under AFG activity, grant recipients must submit a copy of their vehicle purchase contract to the designated Regional Fire Program Specialist. To locate Regional Fire Program Specialists, please visit: <http://www.fema.gov/fire-grant-contact-information>

- Applicants will be asked to scan document(s) into a PDF format and email them to the Regional Fire Programs Specialist for inclusion in the grant file.

Submitting a vehicle purchase contract will assist in the programmatic monitoring of an award and help ensure programmatic compliance with *Improper Payments Eliminations and Recovery Act of 2012* (Pub. L. No. 112-248). If recipients do not submit a vehicle purchase contract, they will be unable to:

- Submit for an advance of federal funds for partial vehicle payment or chassis payment
- Submit an amendment requesting a Period of Performance extension for the project

Performance Bond Strongly Recommended: Performance bonds are strongly recommended but not required by the AFG Program. This is for any organization that is going to advance its own funds to their vendor prior to receipt of the vehicle. The bond may be obtained through the vendor or bank. The concept behind this is to ensure the applicant's funds are not lost in the event of a vendor's failure to perform, e.g., not finishing or delivering the vehicle or going out of business.

Prepayment Bond Required: AFG vehicle awardees are required to obtain a prepayment bond if the recipient plans to advance federal funds to their vendor for a down payment. This is to safeguard the federal funds against loss if the vendor goes out of business or fails to deliver the vehicle. Prepayment bonds may be obtained through the vendor or bank. The cost of a Prepayment Bond is a reimbursable activity under a vehicle acquisition award.

Penalty Clause Required: All contracts for any AFG-funded vehicle must contain a penalty clause. Non-delivery by the contract's specified date, or other vendor nonperformance, will require a penalty that is no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient.

Down Payment: A down payment for the purchase of a vehicle is allowable if required in the vehicle purchase contract, but FEMA will only allow up to 25 percent of the federal share to be drawn for this purpose.

Any costs over-and-above the 25 percent limit, such as the cost of a chassis or any other fees or services, must be borne by the recipient or deferred until final payment is drawn.

Federal funds may not be requested for any other payments to include, but not limited to: periodic or progress vehicle payments, loan payments, or the acquisition of NFPA 1901 compliant equipment for the awarded vehicle if they are being supplied under the vehicle contract. Purchases outside of the vehicle contract can be requested for payment.

Final Payment: To expedite the acquisition process, and prior to the vehicle being received, inspected, and accepted, the recipient may request the final vehicle payment as an advance payment request. However, the recipient shall not disburse or satisfy the vehicle obligation until after the vehicle is received, inspected, and accepted by the recipient.

Vehicle Loans: Pursuant to 2 C.F.R. § 200.313 (a)(2), recipients may not encumber AFG-funded equipment. For example, recipients may not use a vehicle funded with AFG funds as collateral for any type of financial loan.

Eligible Fire Department, Nonaffiliated EMS Organizations, Regional, and State Fire Training Academy Vehicle activities include but are not limited to:	
• Cost of vehicle • Physicals to meet current NFPA 1582/US Department of Transportation (DOT) 649 F • Cost of associated equipment that is eligible under current NFPA 1901/1906	• Driver/operator training programs that meet applicable standards, current NFPA 1002 or Emergency Vehicle Operator Curriculum (EVOC), or equivalent • Travel expenses (air/rail transportation, mileage, hotel/lodging) to inspect a requested vehicle during production (if justified in the Vehicles Narrative)

Ineligible Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and State Fire Training Academy Vehicle activities include but are not limited to:

• Leasing or installment purchase of any grant funded vehicle • Aircraft, bulldozers, and construction- related equipment • Using the vehicle being awarded as collateral for any financial loan	• Utility Vehicles (UTVs) and All-Terrain Vehicles (ATVs) are not eligible • Unmanned Aerial Vehicles (UAVs) and drones • Used or refurbished apparatus are ineligible activities under Vehicle Acquisition. • Converted vehicles not originally designed for firefighting are not eligible for refurbishment.
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Example of vehicles types

- Pumper (an apparatus that carries a minimum of 300 gallons of water and has a pump with the capacity to pump a minimum of 750 gallons per minute)
- Urban interface vehicles (Type I) pumper (300 gallons of water and 750 GPM)
- Ambulance (vehicle used for transporting patients)
- Tanker-Tender (an apparatus that has water capacity in excess of 1,000 gallons of water)

Unsafe Vehicles

If applicants specify the vehicle(s) to be replaced are unsafe, they must certify that if awarded, the unsafe vehicle to be replaced will be permanently removed from emergency service response.

Permanently removed from emergency service response means the recipient cannot use the vehicle being replaced for *any* emergency service response, nor can the recipient sell or otherwise transfer title to any individual or emergency service response organization that will use the unsafe vehicle for emergency service response. A recipient who certifies it will remove an unsafe vehicle from service but then sells/transfers the unsafe vehicle to another emergency service response organization, or otherwise does not remove the unsafe vehicle from emergency service response, is considered to be in violation of the grant agreement.

Acceptable dispositions (donation or sale) of unsafe vehicles include, but are not limited to: a training facility (**NO** emergency response off the training grounds), farm use, construction or nursery use, sale to a non-emergency service response entity for refurbishment, scrap metal, salvage, or foreign donation.

Appendix C: Award Administration Information

Appendix C contains detailed information on AFG Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

Help FEMA Prevent Fraud, Waste, and Abuse

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS OIG Hotline at (800) 323-8603, by fax at (202) 254-4297, or email DHSOIGHOTLINE@dhs.gov.

I. Economic Hardship Waivers of Cost Share and Maintenance of Effort

NOTE: In cases of demonstrated economic hardship, and upon the request of the recipient, the Administrator may waive or reduce an AFG cost share or maintenance of effort requirement for certain recipients (15 U.S.C. § 2229(k)(4)(A)).

An award must be accepted before a hardship waiver for cost share or maintenance of effort can be submitted as an amendment request via the online eGrants system.

This policy applies to AFG per § 33 of the Federal Fire Prevention and Control Act of 1974 (Pub. L. No. 93-498, as amended) (15 U.S.C. § 2229). For complete requirements concerning these waivers, including a description of how a recipient may demonstrate economic hardship and apply for a waiver, please refer to FEMA Policy FP 207-088-01, dated April 8, 2014, at: <http://www.fema.gov/media-library-data/1398109239435-ec23997d8351382710896fa77d02bc7d/AFG+Economic+Hardship+Waiver+Policy.pdf>

II. Grant Writer/Preparation Fees

Fees for grant writers may be included as a pre-award expenditure. Fees payable on a contingency basis are not an eligible expense. For grant writer fees to be eligible as a pre-award expenditure, the fees must be specifically identified and listed in the Request Details section of the application. FEMA will only consider reimbursements for application preparation, not administration, up to but not more than \$1,500. Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the Federal Government from receiving funding under federally-funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS Office of the Inspector General.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. In addition, in order to charge grant writer fees to the grant award, the fees must have been paid no later than 30 days after the end of the application period. The following documentation shall be provided to FEMA upon request:

- A copy of the grant writer's contract for services
- A copy of the invoice or purchase order
- A copy of the cancelled check (front and back)

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

NOTE: FEMA requires that all grant writer or preparer information must be entered into the Overview section of the AFG application, whether that person, entity, or agent is compensated or not.

III. Maintenance and Sustainment for AFG Programs

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS Grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections, or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with AFG funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty, or contract is purchased.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty, or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

IV. Taxes, Fees, Levies, and Assessments

Taxes, fees, levies, or assessments that the recipient is legally required to pay and is directly related to any eligible AFG Program acquisition activity may be charged to an AFG award pursuant to 2 C.F.R. §

200.470. These charges shall be identified and enumerated in the AFG Application's Narrative and the Request Details section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient's agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible AFG Program acquisition activity, are not chargeable to any AFG award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Non-profit entities (exempt under Section 501 of the Internal Revenue Code) also may be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid IRS Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit <http://www.fcc.gov/>.*

V. Subscription, Access, Membership, Rental, Lease, or User Fees

No subscription, access, membership, rental, lease, termination of services, or user fees, are chargeable to any AFG award.

VI. Excess Funds

After completing the initial projects proposed in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These cost shared excess funds may be utilized to address an organization's local needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award's period of performance to address a known or critical need.

Excess Funds Restrictions

In general, excess funds are limited to no more than \$10,000 for any award.

The \$10,000 maximum is cumulative for any grant, regardless of the number of activities within the award, and will require no amendment; except when the use of excess funds is for any eligible activity that would normally require an EHP Review.

- Excess funds cannot be used to support Fire Prevention and Safety activities.
- The opportunity for excess funds is limited when the original uncompleted Scope of Work is changed via an Amendment.

Example: An award has a single activity (the acquisition of 50 SCBAs) which is reduced via Amendment (to 49 SCBAs). The federal participation and the recipient cost obligation are both reduced and any remaining unliquidated federal participation resulting from the reduction in quantity is *not allowable* as excess funds.

- Excess funds cannot be used for grant writer/preparer fees.
- Excess funds may only be used for allowable activities identified in the program guidance for that fiscal year's grant cycle.

Exceptions to the \$10,000 use may be considered by FEMA if urgent and compelling need that can be directly related to a demonstrated event impacting the health and safety of the firefighters within the department can be identified. This request must be submitted in writing via an amendment.

VII. Procurement Integrity

Through audits conducted by the Department of Homeland Security's Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some AFG recipients have not fully adhered to the proper procurement requirements when spending grant funds. Anything less than full compliance with federal procurement policies jeopardizes the integrity of the grant as well as the grant program. Below we highlight the federal procurement requirements for fire department, SFTAs, and nonaffiliated EMS organization recipients when procuring goods and services with federal grant funds. DHS will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with Federal Procurement Standards at 2 C.F.R. §§ 200.317 – 200.326.** Select requirements under these standards are listed below. The recipient must comply with all requirements of these standards, even if they are not listed below.

With the exception of state governments, which must comply with the terms of 2 C.F.R. § 200.317, the non-federal entity must use its own documented procurement procedures which reflect applicable state, local, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319.

Among the requirements of 2 C.F.R. § 200.319, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business
- Requiring unnecessary experience and excessive bonding
- Noncompetitive pricing practices between firms or between affiliated companies
- Noncompetitive contracts to consultants that are on retainer contracts
- Organizational *Conflicts of Interest*
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement
- Any arbitrary action in the procurement process

Generally, a recipient may seek to procure goods or services from prequalified lists of persons, firms, or products which are used in acquiring goods and services, e.g., Government Services Administration (GSA) schedule, a state schedule, or co-operative or group purchasing, as having satisfied AFG Program

requirements for competition. In order for such procurements by entities other than state governments to be permissible, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the recipient complies with state and local law, regulations, and written procurement procedures
- The state or other entity that originally procured the original contract or purchasing schedule with the express purpose of making it available to the recipient and other similar types of entities; the contract or purchasing schedule specifically allows for such use and the work to be performed for the local government falls within the scope of work under the contract as to type, amount, and geography
- The procurement of the original contract or purchasing schedule complied with all of the procurement standards applicable to a local government at 2 C.F.R. §§ 200.318 to 326
- With respect to the use of a purchasing schedule, the recipient must follow ordering procedures that adhere to state and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200

If a recipient other than a state government seeks to use such a prequalified list, purchasing schedule, or other similar type of arrangement, it is recommended that the recipient discuss their procurement plans with the AFG Program Office or Regional Fire Program Specialist.

To the greatest extent possible, FEMA recommends that federal grant funds be used for the purchase of goods and services manufactured, assembled, and distributed in the United States.

Pursuant to 2 C.F.R. § 200.318(c)(1), the recipient (other than states) are required to maintain written standards of conduct covering *Conflicts of Interest* and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent *Conflicts of Interest*. Such *Conflicts of Interest* would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

If the recipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-federal entity must also maintain written standards of conduct covering organizational *Conflicts of Interest*. Organizational *Conflicts of Interest* means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential *Conflicts of Interest* to the federal awarding agency or pass-through entity in accordance with applicable federal awarding agency policy.

NOTE: For the purposes of *Conflicts of Interest* under procurements executed by the recipient, FEMA considers volunteers of an organization and grant writers to be employees, officers, and/or agents of the

recipient. As such, no volunteer or member of an organization or anyone involved in preparing the application for funding can participate in, or benefit from, the procurement if federal funds are involved.

Recipients who purchase items with grant funds from vendors who employ any of their volunteers/members will have to document how they avoided a *Conflicts of Interest* during the procurement process (i.e., provide specific details regarding how the members/volunteers removed themselves or how they were prevented from participating in the process). Recipients may be required to provide this documentation upon request. Recipients who fail to fully document their purchases may find their expenditures questioned and subsequently disallowed. Remember that FEMA reserves the right to request and review any and all bids or specifications prior to purchase. Recipients may be subject to an audit after award.

Documentation

Recipients are required to maintain and retain the following:

- Backup documentation, such as bids and quotes
- Cost/price analyses on file for review by federal personnel
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient

FEMA requires that the recipient maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Recipients who fail to fully document their purchases may find their expenditures questioned and subsequently disallowed.

Specifications

When drafting bid specifications recipients (other than states) must ensure that all procurement transactions are conducted in a manner providing full and open competition consistent with the standards of 2 C.F.R. §§ 200.317 – 200.326. Pursuant to 2 C.F.R. § 200.319 (a), in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;

- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Pursuant to 2 C.F.R. § 200.319 (b), the recipient (other than states) must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Pursuant to 2 C.F.R. § 200.313 (a)(2), recipients may not encumber equipment procured with AFG funding.

VIII. Payments and Amendments

Payments

AFG payment/drawdown Requests are generated using the eGrants system.

AFG payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements.

Recipients should not expend funds or until all special conditions listed on the grant award document have been met and request for payment in the eGrants system has been approved.

Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Advances

Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by the recipient (not to exceed 30 days), and financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal law in effect at the time a grant is awarded to the recipient governing interest requirements, including the *Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards* at 2 C.F.R. Part 200 and the *Cash Management Improvement Act* (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient’s account until the time the recipient pays out the funds for program purposes.

Recipients must follow applicable federal regulations governing interest earned on payment advances in effect at the time a grant is awarded to the recipient, including 2 C.F.R. § 200.305. For the rate to use in

calculating interest, please visit Treasury Current Value rate at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm.

Reimbursement

Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with US Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds.

Rebates

Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305.

The reduction of federal financial participation via rebates/refunds *may* generate excess funds for the recipient if the recipient had already obligated their Cost Share match based upon the original award figures. If the recipient had *already* obligated their original Cost Share *prior* to the rebate, then the recipient *may* have minimum excess funds equal to the difference between the original Cost Share less the rebate adjusted Cost Share.

Payment Requests During Closeout

Up to 90 days after the expiration of the period of performance, during an award's closeout reconciliation, a recipient may only submit reimbursement payment requests.

Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance; FEMA may request documentation supporting the reimbursement for review.

Amendments

AFG award amendments may be approved, on a case-by-case basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work
- Changes to the activity, mission, retroactive approval [pre-award], closeout issues, some excess funds requests, requests for economic hardship Cost Share waiver, and requests for maintenance of expenditure waivers
- Cost over/under run (adding funds to award/non-closeout deobligation* of funds)
- Economic Hardship Waiver

Amendments will only be considered when submitted via the online eGrants system. These requests must contain specific and compelling justifications for the requested change.

FEMA strongly encourages the timely expenditure of grant funds by recipients to be consistent with the goals and objectives outlined in AFG programs.

**A recipient may deobligate (return) unused funds (those remaining funds drawn down via payment request and/or remaining award funding that was never requested) to DHS prior to the end of an award's Period of Performance. To exercise this option, a recipient must submit a cost over/under run Amendment via the eGrants system and state in their amendment that the unliquidated funds (funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate that it understands that the returned funds will be deobligated and unavailable for any future award expenses.*

Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's Cost Share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, the Program Office will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before processing the deobligation request.

IX. Disposition of Grant Funded Equipment

A recipient must use, manage, and dispose of AFG-funded equipment in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 C.F.R. § 200.313. With the exception of state governments, when original or replacement equipment acquired under an AFG award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting a Regional Fire Program Specialist or the AFG Help Desk prior to the disposition of AFG-funded equipment, including vehicles.



Ship To:

ATTN:

[illegible]



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 6.

Meeting Date: 11/07/2016

Prepared By: Otis Henry, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6158

Rescinding Resolution No. 6041 in its Entirety; Authorizing Submission of an Application for a Grant Awarded under the Office of the Governor - Criminal Justice Division to Fund the Purchase of Forty Body-Worn Cameras and Storage Servers for Law Enforcement Use within the City of Sherman Police Department; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

Issue:

Revising the number of body-worn cameras and storage servers for use within the Sherman Police Department awarded by the Office of the Governor - Criminal Justice Division from fifty-five (55) to forty (40); and designating the City Manager as the authorized official to accept, reject, alter or terminate the grant on behalf of the City

Background:

Resolution No. 6041 was adopted by the Sherman City Council at its November 16, 2015 meeting. The Office of the Governor - Criminal Justice Division was accepting grant applications from all Texas municipalities for the purchase of body-worn cameras to be worn by police officers. The Criminal Justice Division's goal is to provide needed funding to improve public safety and support victims of crime. Implementation of a City of Sherman body-worn camera project would serve as a tool for law enforcement to enhance officer interactions with the public, build community trust, and gather important evidence for use in the prosecution of crimes.

The expected total grant application is estimated at Forty-Four Thousand Three-Hundred Eighteen Dollars and Seventy-Five Cents (\$44,318.75), rather than the initial estimation of Sixty-Five Thousand Dollars and No Cents (\$65,000.00); and there is a twenty-five percent (25%) matching requirement for this grant.

Origination:

Police Department

Financial Consideration:

If this grant is awarded, it will likely be in fiscal year (FY) 2017. The Police Department budgeted the twenty-five percent (25%) local matching requirement for this grant in the FY 2017 budget. That amount is estimated to be Eight Thousand Eight Hundred Sixty-Three Dollars and Seventy-Five Cents (\$8,863.75) based on receiving the full requested amount of the grant.

Staff Recommendation:

The staff recommends authorizing the submission of the 2016 Body-Worn Camera Grant application.

Alternatives:

The Council could decline this grant opportunity.

Attachments

Resolution No. 6158

Pending Grantee Certification Notification

Resolution No. 6041 adopted at the November 16, 2015 City Council Meeting

Grant Solicitation Packet

RESOLUTION NO. 6158

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RESCINDING RESOLUTION NO. 6041 IN ITS ENTIRETY; AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED UNDER THE OFFICE OF THE GOVERNOR - CRIMINAL JUSTICE DIVISION TO FUND THE PURCHASE OF FORTY BODY-WORN CAMERAS AND STORAGE SERVERS FOR LAW ENFORCEMENT USE WITHIN THE CITY OF SHERMAN POLICE DEPARTMENT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas, finds it to be in the best interest of the citizens of Sherman, Texas, to seek grant funds to purchase forty (40) body-worn cameras and storage servers for law enforcement use for the Sherman Police Department; and

WHEREAS, the City Council understands the expected total grant application is estimated at Forty-Three Thousand Nine Hundred Fifty-Five Dollars and Forty-Nine Cents (\$43,955.49); there is a twenty-five (25%) matching requirement for the grant as required by the Office of the Governor - Criminal Justice Division; and

WHEREAS, the City Council agrees that, in the event of loss or misuse of the Office of the Governor - Criminal Justice Division funds, the City of Sherman assures that said funds will be returned to the Office of the Governor - Criminal Justice Division in full; and

WHEREAS, the City Council designates the City Manager as the grantee's authorized official, who is given the power to accept, reject, alter or terminate the grant on behalf of the City;

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

SECTION 1. That Resolution No. 6041, adopted by the City Council of the City of Sherman, Texas, at its November 16, 2015 meeting, is hereby rescinded in its entirety.

SECTION 2. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to submit a grant application with the Office of the Governor - Criminal Justice Division to fund the purchase of forty (40) body-worn cameras and storage servers for law enforcement use for the Sherman Police Department.

SECTION 3. That the City Manager be and is hereby designated as the City of Sherman's authorized official to accept, reject, alter or terminate the grant on behalf of the City.

SECTION 4. 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 _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:**

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

File Edit View Favorites Tools Help			
Agency Name: Sherman, City of		Grant/App: 3185101	
Project Title: Sherman Police Department Body-Worn Camera Project		Status: Pending Grantee Certification [FUND HOLD]	
Current Grant Manager: Toni Kanetzky		Current Program Manager: Margie Fernandez-Prew	
		Lic 10/ CF	
Eligibility	Profile	Narrative	Activities Measures Budget Documents Conditions of Funding

General Information and Instructions

Conditions of Funding

Condition of Funding / Project Requirement

Resolution: Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a resolution electronically using the 'Upload' function in the eGrants system. The [resolution](#) must contain the following:

- Authorization by your governing body for the submission of the application to OOG that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update OOG should the official change during the grant period.); and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to OOG.

CURRENT RESOLUTION DOES NOT ACCURATELY REFLECT THE NUMBER OF BODY CAMERAS ELIGIBLE FOR PURCHASE UNDER GRANT TERMS. PLEASE REDUCE THE NUMBER OF CAMERAS TO 40.

RESOLUTION NO. 6041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED UNDER THE OFFICE OF THE GOVERNOR - CRIMINAL JUSTICE DIVISION TO FUND THE PURCHASE OF FIFTY-FIVE (55) BODY-WORN CAMERAS AND STORAGE SERVERS FOR LAW ENFORCEMENT USE WITHIN THE CITY OF SHERMAN POLICE DEPARTMENT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas, finds it to be in the best interest of the citizens of Sherman, Texas, to seek grant funds to purchase fifty-five (55) body-worn cameras and storage servers for law enforcement use for the Sherman Police Department; and

WHEREAS, the City Council understands the expected total grant application is estimated at Sixty-Five Thousand Dollars (\$65,000.00); there is a twenty-five (25%) matching requirement for the grant as required by the Office of the Governor - Criminal Justice Division; and

WHEREAS, the City Council agrees that, in the event of loss or misuse of the Office of the Governor - Criminal Justice Division funds, the City of Sherman assures that said funds will be returned to the Office of the Governor - Criminal Justice Division in full; and

WHEREAS, the City Council designates the City Manager as the grantee's authorized official, who is given the power to accept, reject, alter or terminate the grant on behalf of the City;

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to submit a grant application with the Office of the Governor - Criminal Justice Division to fund the purchase of fifty-five (55) body-worn cameras and storage servers for law enforcement use for the Sherman Police Department.

SECTION 2. That the City Manager be and is hereby designated as the City of Sherman's authorized official to accept, reject, alter or terminate the grant on behalf of the City.

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 16th day of November, 2015.

CITY OF SHERMAN, TEXAS

BY:



DAVID PLYLER, MAYOR

ATTEST:

BY:



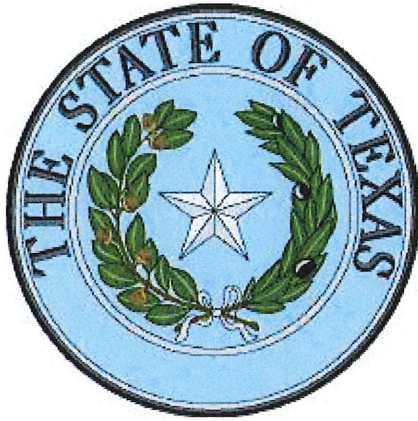
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:**

BY:



**BRANDON S. SHELBY,
CITY ATTORNEY**



Office of the Governor
Criminal Justice Division

Funding Announcement:
Body-Worn Camera Program

October 26, 2015

Opportunity Snapshot

Below is a high-level overview of many of the elements of this opportunity. Full information is provided in the funding announcement that follows.

Purpose

The purpose of this announcement is to aid municipal police departments and county sheriffs' offices in establishing or enhancing body-worn camera (BWC) programs.

Funds Available

It is anticipated that up to \$10 million may be funded under this announcement.

Process

Applicants will first complete a preliminary application. CJD will then make preliminary funding decisions – including any limitations on costs or award amount – and notify each applicant. Selected applicants may then complete a final grant application to receive those funds, as long as they meet all required conditions.

Budget

There is no minimum or maximum request under this program, however, applicants should consider the overall spending cap and CJD's desire to provide resources to as many departments as possible. CJD reserves the right to establish funding limits following receipt of all preliminary applications to provide for broad implementation of the program. Funds may only be used for the one-time purchase of cameras and to procure digital video storage resources (not to exceed one year).

Match

Grantees must provide matching funds equal to 25% of the CJD award amount. The match requirement can be met through cash or in-kind contributions. Match funds may not be in the form of discounts or contributions from camera or storage vendors.

Project Periods

A project funded may not exceed a 12-month period.

Organizational Eligibility

Applications may be submitted by municipal police departments and county sheriff's departments that employ officers who are engaged in traffic or highway patrol, otherwise regularly detain or stop motor vehicles, or are primary responders to calls for assistance from the public.

Contact Information

If additional information is needed, contact the eGrants help desk at eGrants@governor.state.tx.us or (512) 463-1919.

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Body-Worn Camera Program

The goal of the Criminal Justice Division is to provide needed funding to improve public safety and support victims of crime by addressing system gaps and promoting innovative solutions to common problems. CJD is accepting applications for the purchase of body cameras and digital storage systems to serve as a tool in a law enforcement comprehensive problem-solving approach to enhance officer interactions with the public, build community trust, and gather important evidence for use in the prosecution of crimes.

If you are interested in applying for a grant under this program, follow the five-step process outlined below.

- ☐ **Step One - Review the Process:** Become familiar with this funding announcement and the process used for this particular program.
- ☐ **Step Two - Consider the Requirements:** Consider the eligibility requirements as well as what will be required of successful applicants.
- ☐ **Step Three - Submit a Preliminary Application:** Understand and collect the required information and submit a preliminary application.
- ☐ **Step Four - Review your Preliminary Funding Decision.** Receive a preliminary funding decision from CJD regarding whether you will be funded, how much funding you are eligible to receive, and any limitations.
- ☐ **Step Five - Apply in eGrants.** Compile and submit your final application. For information on how to apply online, or to register for the system, go to <https://eGrants.governor.state.tx.us>.
- ☐ **Step Six – Accept the Award.** Upon notification of the final award, review the award notification and agreement and accept it along with its conditions.

Step 1: Review the Process

Overview

This funding announcement includes both a preliminary application phase and a final application phase. Applicants will first complete a short preliminary application that will be posted at <http://gov.texas.gov/cjd/bodycams> when the application period opens. CJD will then consider the full breadth of applications and determine which applicants will be funded and any limitations on that funding. Once applicants are notified of the preliminary funding decisions, applicants may submit a final application through CJD's eGrants system at <https://egrants.gov.texas.gov/> a time within approximately the following six months that works best with the plans for each department. Applicants must submit a preliminary application to be considered for funding.

Timeline

Action	Date
Funding announcement release	October 26, 2015
Preliminary application system opens	October 26, 2015
Preliminary application due from applicants	December 7, 2015 by 5PM CST
Notice of preliminary funding decisions	January 19, 2016
Earliest final applications accepted	January 20, 2016
Final date to submit an final application	July 15, 2016 by 5PM CST
Earliest grantee start date	March 1, 2016
Latest grantee start date	August 15, 2016

Submission Methods

Potential applicants must submit preliminary applications via a simple webform posted <http://gov.texas.gov/cjd/bodycams>. Applicants chosen to move forward must submit final applications via the eGrants system. As CJD receives final applications, CJD will review them on a rolling basis so earlier submissions will be reviewed and awarded first.

Step 2: Consider the Requirements

Organizational Eligibility

Applications may be submitted by municipal police departments and county sheriff's departments that employ officers who are engaged in traffic or highway patrol, otherwise regularly detain or stop motor vehicles; or are primary responders who respond directly to calls for assistance from the public. (See Chapter 1701, Occupations Code, Subchapter N as amended by SB 158, 84th Legislature.)

Funding and Project Period Limits

It is anticipated that up to \$10 million may be funded under this announcement. This amount represents the full level of funding available. No additional funding will be made available in state fiscal years 2016 or 2017. (Funds are authorized under SB 158 and appropriated in Sec. 18.73 of the General Appropriations Act of the 84th Legislature.) The number of awards will depend upon the quantity and reasonableness of costs of the applications received.

A project funded may not exceed a one-year grant period.

Match Requirement

Grantees must provide matching funds equal to 25% of any CJD award amount. The match requirement can be met through cash or in-kind contributions. Match funds may not be in the form of discounts or contributions from camera or storage vendors.

Eligible Expenses

Grant funds are restricted to the cost of body-worn cameras, digital video storage, and retrieval systems or services. CJD will not pay for any service or subscription-based support that exceeds the cost prorated to the one-year project period.

CJD Funding Announcement: Body-Worn Camera Program

Grant funds must be used to equip officers employed directly by a municipal police department or a county sheriff's office. Funds may not be used to equip officers employed by other agencies that are not eligible for this funding.

The Texas Department of Information Resources (DIR) is establishing a cooperative purchasing program for body-worn cameras. Grantees may wish to check with DIR to determine if they can receive better pricing through the department, or to compare vendor offers against the department's pricing. DIR is also actively seeking agencies wishing to test a cloud-based video storage system and may offer incentives to participate.

Ineligible Costs and Activities

Grant funds may not be used to support the following services, activities, and costs:

- 1) Costs ancillary to the purchase of cameras, storage, or the program operation, such as policy development, training costs, staff, or any other item determined ineligible or unreasonable by CJD.
- 2) Any other prohibition imposed by federal, state, or local law.

Reporting Requirements

Financial and Progress Reports. At the end of each state fiscal quarter during the one-year grant period, grantees will be required to submit a financial status report via eGrants in the format required by CJD.

Performance Reports. Each grantee must agree to submit an online report to the Texas Commission on Law Enforcement (TCOLE) at <https://www.tcole.texas.gov/> within 30 days of the date the grantee submits its final request for reimbursement to CJD, indicating that all purchases are complete. As a condition of funding, each grantee must file follow-up reports via the TCOLE website 12, 24, and 36 months later, for a total of three annual reports. Each of these reports will include information covering the previous 12 months:

- 1) Any expenditures on cameras during the previous year, including the make, model and cost of cameras;
- 2) Any expenditures on video storage during the previous year, including the method and cost of video storage and the amount of storage required;
- 3) Impact evaluation information including the following incidents during the previous year:
 - ☐ number of public complaints filed against officers or the agency;
 - ☐ number of public complaints sustained (i.e. those that were not dismissed);
 - ☐ number of use of force incidents (as defined by the applicant);
 - ☐ number of arrests for resisting arrest, search, or transportation (Texas Penal Code Sec. 38.03);
 - ☐ number of arrests for evading arrest or detention (Texas Penal Code Sec. 38.04);
 - ☐ number of arrests for hindering apprehension or prosecution (Texas Penal Code Sec. 38.05); and
 - ☐ number of arrests for interference with public duties (Texas Penal Code Sec. 38.15).

Program-Specific Requirements

Statutory Requirements. Chapter 1701, Occupations Code, Subchapter N governs this grant program as well as the use of body-worn cameras by law enforcement in general. CJD strongly encourages all applicants to read this statute prior to applying for funds as it contains other legal requirements as well as criminal penalties for certain unapproved releases of digital information. It is critical that all law enforcement agencies using body-worn cameras have a clear understanding of this statute and all rules governing these programs as they are both state law and conditions of funding.

Department Policies. A grantee, before CJD can reimburse for any costs, must have developed and have in place all policies required under Subchapter N, Chapter 1701, Occupations Code, including the policy required under Sec. 1701.655. Departments that actively operated a program as of September 1, 2015 have until September 1, 2016 to implement compliant policies. Such a policy must ensure that cameras are activated only for law enforcement purposes and must include:

- ☐ guidelines for when a peace officer should activate a camera or discontinue a recording in progress, including the need for privacy in certain situations or locations;
- ☐ provisions relating to data retention, including a minimum retention period of 90 days;
- ☐ provisions relating to storage of video and audio, including backup copies and data security;
- ☐ guidelines for public access, through open records requests, where the recordings are public information;
- ☐ provisions entitling an officer to access any recording of an incident involving that officer prior to being required to make a statement;
- ☐ procedures for supervisory or internal review;
- ☐ the methods for handling and documenting equipment and malfunctions of equipment;
- ☐ a provision that law enforcement officers may not be required to keep a body-worn camera activated for the full period of their duty shift; and
- ☐ all policies adopted must be consistent with the Federal Rules of Evidence and the Texas Rules of Evidence.

TCOLE is developing model policies for publication in January 2016, which may be helpful in establishing agency policies. All policies adopted by grantees must abide by any minimum standards established by TCOLE.

For agencies that operated a body-worn camera program on September 1, 2015, these policies are not required to be implemented until September 1, 2016.

Training. All officers who will be equipped with cameras purchased under the program must be trained before doing so in official duty and CJD cannot reimburse any costs until this training has occurred. Such training must comply with the requirements of Sec. 1701.656, Occupations Code, which requires that, prior to operating a body-worn camera program, the grantee must train the officers who will wear the cameras as well as any other personnel who will come into contact with the video and audio data obtained through the program.

To assist law enforcement agencies in this task, TCOLE is charged with developing or identifying and approving a training program for the use of body-worn cameras. TCOLE expects to publish its training

CJD Funding Announcement: Body-Worn Camera Program

curriculum in January 2016. Law enforcement agencies, however, may use their own training, that of another agency or department, an existing training curriculum, or that of TCOLE to satisfy the requirements of this program. However, all such training must meet any minimum standards established by TCOLE.

For agencies that operated a body-worn camera program on September 1, 2015, this training is not required until September 1, 2016.

Sustainment. Grantees must agree to maintain the equipment, replace broken or nonworking equipment, and maintain adequate digital video storage for a period of not less than three years from the date of final grant award.

Standard CJD Requirements

CJD Regulations. Grantees must comply with the standards applicable to this funding source cited in the Texas Administrative Code (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding.

Uniform Crime Reports. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the three previous years.

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CJD will only accept preliminary applications via a webform published at <http://gov.texas.gov/cjd/bodycams> upon the opening of the preliminary application period.

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As part of the preliminary application, agencies will be asked to submit the following information via online form:

- 1) DUNS number of the agency
- 2) Agency information
- 3) Contact information
- 4) The number of licensed officers directly employed by the agency
- 5) The number of licensed, front-line officers who are engaged in traffic or highway patrol or otherwise regularly detain or stop motor vehicles, or are primary responders who respond directly to calls for assistance from the public
- 6) The current number of officers equipped with BWCS
- 7) If the agency already uses BWCS, the method of video storage currently used
- 8) A budget estimate that includes:

CJD Funding Announcement: Body-Worn Camera Program

- a) the proposed number of officers to be equipped
 - b) the total proposed budget, including the match
 - c) the budget for cameras, including the number to be purchased and their make and model
 - d) the budget for storage, including the capacity and method of storage
 - e) the source of the match
 - f) The amount and source of any government funding, grants, or philanthropic funds received by the agency in the last three years for the purchase BWCs or related video storage systems, including funds formally budgeted by the agency's governing board.
- 9) Information to establish the baseline for impact evaluation of the program. This information includes, for the twelve full calendar months prior to submitting the application:
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To apply to CJD for these grants, you must complete or make sure you have already completed some standard requirements. All of the following are needed to apply within eGrants:

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Appendix: Research and Reference Material on Body-Worn Camera Programs

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There are several useful resources on body-worn cameras (BWC). The Police Executive Research Forum (PERF) and the Office of Community Oriented Policing Services (COPS) Office published a report in 2014 that examined key issues and offered policy recommendations. The report was based on survey responses from 254 agencies, interviews with 40 law enforcement executives who have implemented BWCs, and outcomes from a one-day conference held on September 11, 2013, that included more than 200 law enforcement executives, scholars, and experts. In April 2014, the Office of Justice Programs Diagnostic Center published a report that described the core issues surrounding the technology and examined the state of research on those issues (White, 2014). In March 2014, the National Institute of Justice (NIJ) published a market survey that compared BWC vendors across a range of categories. There is also a growing number of published evaluations that examine the implementation, impact, and consequences of body-worn cameras. The BJA web site and toolkit is intended to be a clearinghouse of the latest available research, reports, and knowledge on the technology.

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- ☐ Office of Justice Programs Diagnostic Center, Police Officer Body-Worn Cameras: Assessing the Evidence: <https://ojpdiagnosticcenter.org/sites/default/files/spotlight/download/Police%20Officer%20Body-Worn%20Cameras.pdf>
- ☐ National Law Enforcement and Corrections Technology Center (NLECTC) for the National Institute of Justice, Primer on Body-Worn Cameras for Law Enforcement: <https://www.justnet.org/pdf/00-Body-Worn-Cameras-508.pdf>

About CJD

Our mission at the Criminal Justice Division is to direct much needed resources to those who are committed to making Texas a safer place and those who help victims of crime to recover and feel safe again. In carrying out this mission, we are committed to helping our grantees by actively finding ways for them to accomplish their goals and by making sure that we always have our eye to identifying the approaches that work best. We envision positive and beneficial working relationships with our grantees where we provide as much assistance as is needed and where we are always ready with answers, not burdensome restrictions or requirements.

CJD is providing over \$250 million in funding to hundreds of organizations during state fiscal year 2016 for juvenile justice, delinquency prevention, victims services, law enforcement, prosecution, courts, specialty courts, prevention of child sex trafficking, and other types of projects to benefit Texans.



Office of the Governor
Criminal Justice Division

Funding Announcement:
Body-Worn Camera Program

October 26, 2015

Opportunity Snapshot

Below is a high-level overview of many of the elements of this opportunity. Full information is provided in the funding announcement that follows.

Purpose

The purpose of this announcement is to aid municipal police departments and county sheriffs' offices in establishing or enhancing body-worn camera (BWC) programs.

Funds Available

It is anticipated that up to \$10 million may be funded under this announcement.

Process

Applicants will first complete a preliminary application. CJD will then make preliminary funding decisions – including any limitations on costs or award amount – and notify each applicant. Selected applicants may then complete a final grant application to receive those funds, as long as they meet all required conditions.

Budget

There is no minimum or maximum request under this program, however, applicants should consider the overall spending cap and CJD's desire to provide resources to as many departments as possible. CJD reserves the right to establish funding limits following receipt of all preliminary applications to provide for broad implementation of the program. Funds may only be used for the one-time purchase of cameras and to procure digital video storage resources (not to exceed one year).

Match

Grantees must provide matching funds equal to 25% of the CJD award amount. The match requirement can be met through cash or in-kind contributions. Match funds may not be in the form of discounts or contributions from camera or storage vendors.

Project Periods

A project funded may not exceed a 12-month period.

Organizational Eligibility

Applications may be submitted by municipal police departments and county sheriff's departments that employ officers who are engaged in traffic or highway patrol, otherwise regularly detain or stop motor vehicles, or are primary responders to calls for assistance from the public.

Contact Information

If additional information is needed, contact the eGrants help desk at eGrants@governor.state.tx.us or (512) 463-1919.

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Body-Worn Camera Program

The goal of the Criminal Justice Division is to provide needed funding to improve public safety and support victims of crime by addressing system gaps and promoting innovative solutions to common problems. CJD is accepting applications for the purchase of body cameras and digital storage systems to serve as a tool in a law enforcement comprehensive problem-solving approach to enhance officer interactions with the public, build community trust, and gather important evidence for use in the prosecution of crimes.

If you are interested in applying for a grant under this program, follow the five-step process outlined below.

- **Step One - Review the Process:** Become familiar with this funding announcement and the process used for this particular program.
- **Step Two - Consider the Requirements:** Consider the eligibility requirements as well as what will be required of successful applicants.
- **Step Three - Submit a Preliminary Application:** Understand and collect the required information and submit a preliminary application.
- **Step Four - Review your Preliminary Funding Decision.** Receive a preliminary funding decision from CJD regarding whether you will be funded, how much funding you are eligible to receive, and any limitations.
- **Step Five - Apply in eGrants.** Compile and submit your final application. For information on how to apply online, or to register for the system, go to <https://eGrants.governor.state.tx.us>.
- **Step Six – Accept the Award.** Upon notification of the final award, review the award notification and agreement and accept it along with its conditions.

Step 1: Review the Process

Overview

This funding announcement includes both a preliminary application phase and a final application phase. Applicants will first complete a short preliminary application that will be posted at <http://gov.texas.gov/cjd/bodycams> when the application period opens. CJD will then consider the full breadth of applications and determine which applicants will be funded and any limitations on that funding. Once applicants are notified of the preliminary funding decisions, applicants may submit a final application through CJD's eGrants system at <https://egrants.gov.texas.gov/> a time within approximately the following six months that works best with the plans for each department. Applicants must submit a preliminary application to be considered for funding.

Timeline

Action	Date
Funding announcement release	October 26, 2015
Preliminary application system opens	October 26, 2015
Preliminary application due from applicants	December 7, 2015 by 5PM CST
Notice of preliminary funding decisions	January 19, 2016
Earliest final applications accepted	January 20, 2016
Final date to submit an final application	July 15, 2016 by 5PM CST
Earliest grantee start date	March 1, 2016
Latest grantee start date	August 15, 2016

Submission Methods

Potential applicants must submit preliminary applications via a simple webform posted <http://gov.texas.gov/cjd/bodycams>. Applicants chosen to move forward must submit final applications via the eGrants system. As CJD receives final applications, CJD will review them on a rolling basis so earlier submissions will be reviewed and awarded first.

Step 2: Consider the Requirements

Organizational Eligibility

Applications may be submitted by municipal police departments and county sheriff's departments that employ officers who are engaged in traffic or highway patrol, otherwise regularly detain or stop motor vehicles; or are primary responders who respond directly to calls for assistance from the public. (See Chapter 1701, Occupations Code, Subchapter N as amended by SB 158, 84th Legislature.)

Funding and Project Period Limits

It is anticipated that up to \$10 million may be funded under this announcement. This amount represents the full level of funding available. No additional funding will be made available in state fiscal years 2016 or 2017. (Funds are authorized under SB 158 and appropriated in Sec. 18.73 of the General Appropriations Act of the 84th Legislature.) The number of awards will depend upon the quantity and reasonableness of costs of the applications received.

A project funded may not exceed a one-year grant period.

Match Requirement

Grantees must provide matching funds equal to 25% of any CJD award amount. The match requirement can be met through cash or in-kind contributions. Match funds may not be in the form of discounts or contributions from camera or storage vendors.

Eligible Expenses

Grant funds are restricted to the cost of body-worn cameras, digital video storage, and retrieval systems or services. CJD will not pay for any service or subscription-based support that exceeds the cost prorated to the one-year project period.

CJD Funding Announcement: Body-Worn Camera Program

Grant funds must be used to equip officers employed directly by a municipal police department or a county sheriff's office. Funds may not be used to equip officers employed by other agencies that are not eligible for this funding.

The Texas Department of Information Resources (DIR) is establishing a cooperative purchasing program for body-worn cameras. Grantees may wish to check with DIR to determine if they can receive better pricing through the department, or to compare vendor offers against the department's pricing. DIR is also actively seeking agencies wishing to test a cloud-based video storage system and may offer incentives to participate.

Ineligible Costs and Activities

Grant funds may not be used to support the following services, activities, and costs:

- 1) Costs ancillary to the purchase of cameras, storage, or the program operation, such as policy development, training costs, staff, or any other item determined ineligible or unreasonable by CJD.
- 2) Any other prohibition imposed by federal, state, or local law.

Reporting Requirements

Financial and Progress Reports. At the end of each state fiscal quarter during the one-year grant period, grantees will be required to submit a financial status report via eGrants in the format required by CJD.

Performance Reports. Each grantee must agree to submit an online report to the Texas Commission on Law Enforcement (TCOLE) at <https://www.tcole.texas.gov/> within 30 days of the date the grantee submits its final request for reimbursement to CJD, indicating that all purchases are complete. As a condition of funding, each grantee must file follow-up reports via the TCOLE website 12, 24, and 36 months later, for a total of three annual reports. Each of these reports will include information covering the previous 12 months:

- 1) Any expenditures on cameras during the previous year, including the make, model and cost of cameras;
- 2) Any expenditures on video storage during the previous year, including the method and cost of video storage and the amount of storage required;
- 3) Impact evaluation information including the following incidents during the previous year:
 - number of public complaints filed against officers or the agency;
 - number of public complaints sustained (i.e. those that were not dismissed);
 - number of use of force incidents (as defined by the applicant);
 - number of arrests for resisting arrest, search, or transportation (Texas Penal Code Sec. 38.03);
 - number of arrests for evading arrest or detention (Texas Penal Code Sec. 38.04);
 - number of arrests for hindering apprehension or prosecution (Texas Penal Code Sec. 38.05); and
 - number of arrests for interference with public duties (Texas Penal Code Sec. 38.15).

Program-Specific Requirements

Statutory Requirements. Chapter 1701, Occupations Code, Subchapter N governs this grant program as well as the use of body-worn cameras by law enforcement in general. CJD strongly encourages all applicants to read this statute prior to applying for funds as it contains other legal requirements as well as criminal penalties for certain unapproved releases of digital information. It is critical that all law enforcement agencies using body-worn cameras have a clear understanding of this statute and all rules governing these programs as they are both state law and conditions of funding.

Department Policies. A grantee, before CJD can reimburse for any costs, must have developed and have in place all policies required under Subchapter N, Chapter 1701, Occupations Code, including the policy required under Sec. 1701.655. Departments that actively operated a program as of September 1, 2015 have until September 1, 2016 to implement compliant policies. Such a policy must ensure that cameras are activated only for law enforcement purposes and must include:

- guidelines for when a peace officer should activate a camera or discontinue a recording in progress, including the need for privacy in certain situations or locations;
- provisions relating to data retention, including a minimum retention period of 90 days;
- provisions relating to storage of video and audio, including backup copies and data security;
- guidelines for public access, through open records requests, where the recordings are public information;
- provisions entitling an officer to access any recording of an incident involving that officer prior to being required to make a statement;
- procedures for supervisory or internal review;
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- a provision that law enforcement officers may not be required to keep a body-worn camera activated for the full period of their duty shift; and
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TCOLE is developing model policies for publication in January 2016, which may be helpful in establishing agency policies. All policies adopted by grantees must abide by any minimum standards established by TCOLE.

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CJD Funding Announcement: Body-Worn Camera Program

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- Police Executive Research Forum (PERF) for the Office of Community Oriented Policing Services, Implementing a Body-Worn Camera Program: Recommendations and Lessons Learned: <http://www.justice.gov/iso/opa/resources/472014912134715246869.pdf>
- Office of Justice Programs Diagnostic Center, Police Officer Body-Worn Cameras: Assessing the Evidence: <https://ojpdiagnosticcenter.org/sites/default/files/spotlight/download/Police%20Officer%20Body-Worn%20Cameras.pdf>
- National Law Enforcement and Corrections Technology Center (NLECTC) for the National Institute of Justice, Primer on Body-Worn Cameras for Law Enforcement: <https://www.justnet.org/pdf/00-Body-Worn-Cameras-508.pdf>

About CJD

Our mission at the Criminal Justice Division is to direct much needed resources to those who are committed to making Texas a safer place and those who help victims of crime to recover and feel safe again. In carrying out this mission, we are committed to helping our grantees by actively finding ways for them to accomplish their goals and by making sure that we always have our eye to identifying the approaches that work best. We envision positive and beneficial working relationships with our grantees where we provide as much assistance as is needed and where we are always ready with answers, not burdensome restrictions or requirements.

CJD is providing over \$250 million in funding to hundreds of organizations during state fiscal year 2016 for juvenile justice, delinquency prevention, victims services, law enforcement, prosecution, courts, specialty courts, prevention of child sex trafficking, and other types of projects to benefit Texans.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 7.

Meeting Date: 11/07/2016

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

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6159**

Authorizing the Purchase of a New Ram 3500 Truck for the Street Maintenance Department from Cowboy Chrysler Dodge Jeep through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a 2017 Ram 3500 diesel crew cab truck from the BuyBoard for the Street Maintenance Department

Background:

The requested purchase is to replace Unit 428, a 1999 year model truck.

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

Origination:

Department of Public Works

Financial Consideration:

The new crew cab truck will be purchased from Cowboy Chrysler Dodge Jeep for \$52,737.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2016-2017 Street Maintenance budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new crew cab truck through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6159

Quote

BuyBoard Interlocal Agreement

RESOLUTION NO. 6159

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW RAM 3500 TRUCK FOR THE STREET MAINTENANCE DEPARTMENT FROM COWBOY CHRYSLER DODGE JEEP THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Cowboy Chrysler Dodge Jeep through the Texas Local Government Purchasing Cooperative (BuyBoard) a 2017 Ram 3500 diesel crew cab truck, at a total price of Fifty-Two Thousand Seven Hundred Thirty-Seven Dollars and No Cents (\$52,737.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2016-2017 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 _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

End User:	<u>CITY OF SHERMAN</u>	Cowboy Rep:	<u>JARROD RUNNELS</u>
Contact:	<u>TIM ROYSTER</u>	Phone/email:	<u>409-895-3800 x 258 409-749-9556</u>
Phone/email:	<u>903-892-7254 / timr@ci.sherman.tx.us</u>	Date:	<u>Tuesday, October 11, 2016</u>
Product Description:	<u>RAM 3500 PICK UP</u>		

A. Base Price:	\$ 21,588.00
-----------------------	---------------------

Code	Options	Bid Price	Code	Options	Bid Price
ETK	6.7L I6 CUMMINS DIESEL	\$ 7,400.00		2017 RAM 3500 TRADESMAN	
DF2	6 SPD AISIN AS69RC HD TRANS	\$ 1,600.00		REGULAR CAB	
SX-X8	WORK GRADE VINYL	\$ 225.00		BRIGHT WHITE CLEAR COAT	
GXM	REMOTE KEYLESS ENTRY	\$ 195.00	TX/X8	VINYL 40/20/40 SEATS	\$ -
MRU	BLACK TUBULAR SIDE STEPS	\$ 425.00			
ACL	DOT CERTIFIED ROADSIDE KIT	\$ 195.00		POWER WINDOWS/LOCKS	
ADE	COLD WEATHER GROUP	\$ 95.00		RUBBER FLOORS	
XHC	TRAILER BRAKE CONTROLLER	\$ 280.00		9' RUGBY DUMP BODY 2/3 YD	\$ 9,510.00
XXS	UPFITTER ELEC MODULE VSIM	\$ 325.00		RUGBY ELEC/HYD HOIST	
DD3L93	CREW CAB UPGRADE	\$ 5,210.00			
TBB	FULL SIZE SPARE TIRE	\$ 350.00		120 -150 DAYS ARO	
Total of B. Published Options:					\$ 25,810.00

\$= 9.5 \%

Options	Bid Price	Options	Bid Price
13500 GVWR		4 CORNER LED'S AMBER	\$ 590.00
TIRE SIZE: 235/80R-17E		TARP SYSTEM, ASPHALT RATED	\$ 1,969.00
BLACK TUBULAR SIDE STEPS	\$ 425.00	HD REAR HITCH &8k PINTLE HOOK/PLUG	\$ 525.00
		UNDERBODY TOOLBOXES BOTH SIDES	\$ 975.00
Total of C. Unpublished Options:			\$ 4,484.00

D.	Pre-delivery Inspection:		\$	-
E.	Texas State Inspection:		\$	-
F.	Manufacturer Destination/Delivery:		\$	-
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):			
H	Lot Insurance (for in-stock and/or equipped vehicles):			
I.	Contract Price Adjustment:		\$	-
J.	Additional Delivery Charge:	<u>260</u> miles	\$	455.00
K.	Subtotal:		\$	52,337.00
L.	Quantity Ordered	<u>1</u> x K =	\$	52,337.00
M.	Trade in:			
N.	BUYBOARD Administrative Fee (\$400 per purchase order)		\$	400.00

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$ 52,737.00

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

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

WITNESSETH:

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

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

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

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

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

TERMS AND CONDITIONS

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

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

GENERAL PROVISIONS

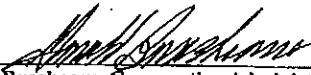
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable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

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

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

TO BE COMPLETED BY THE COOPERATIVE:

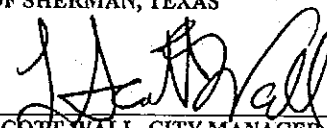
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: 
Gerald Brashears, Cooperative Administrator

Date: 7-15-02

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: 
L. SCOTT WALL, CITY MANAGER

Date: 5/28/2002

Coordinator for the Cooperative Member is:

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 8.

Meeting Date: 11/07/2016

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6160**

Authorizing the Purchase of a Case TV380 T4 Track Loader, a 78" Low Profile Bucket, and 48" Pallet Forks for the Water Production Department from Associated Supply Company, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider the purchase of a Case TV380 T4 Track Loader, 78" Low Profile Bucket and 48" Pallet Forks from Associated Supply Company, Inc. through the BuyBoard for use within the Water Production Department

Background:

This multi-purpose equipment gives Water Production the ability to perform heavy maintenance operations at the water plant, water well sites, and sewer lift stations as well as lift, unload and stage water treatment chemicals.

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

Origination:

Water Production Department

Financial Consideration:

The Case TV380 T4 Track Loader and attachments will be purchased from Associated Supply Company, Inc, of Sherman, Texas, through the BuyBoard at a cost of \$67,307.72. Funding for this purchase was appropriated for Fiscal Year 2017 in the Water Production Department budget.

Staff Recommendation:

It is recommended that the staff be authorized to purchase the new track loader and attachments from the local vendor.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6160

Associated Supply Company Quote

BuyBoard Interlocal Agreement

RESOLUTION NO. 6160

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A CASE TV380 T4 TRACK LOADER, A 78" LOW PROFILE BUCKET, AND 48" PALLET FORKS FOR THE WATER PRODUCTION DEPARTMENT FROM ASSOCIATED SUPPLY COMPANY, INC. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Associated Supply Company, Inc. of Sherman, Texas, through the Texas Local Government Purchasing Cooperative (BuyBoard), a Case TV380 T4 Track Loader, 78" Low Profile Bucket, and 48" Pallet Forks for use within the Water Production Department, at a total price of Sixty-Seven Thousand Three Hundred Seven Dollars and Seventy-Two Cents (67,307.72), in accordance with the provisions of the BuyBoard proposal and the terms and conditions of the Interlocal Participation Agreement, both attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2016-2017 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 _____, 2016.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

BuyBoard Quote**ASSOCIATED SUPPLY COMPANY, INC.**

THE FOLLOWING DETAILS SHALL BE PROVIDED WITH ANY BUYBOARD PURCHASE ORDER (FAX PURCHASE ORDER TO 800-211-5454)

BuyBoard Vendor: Associated Supply Company, Inc.
3600 Hwy 82 East Sherman, Tx 75090
Phone: 903-893-7586
Fax: 817-283-7836

Prepared By: Carman Fortenberry
Mobile: 940-372-0072
Email: cfortenberry@ascoeq.com

Government Agency: City of Sherman

Date Prepared: 10/6/2016

Ship To: Oscar Canales
Sherman, TX

Bill To: _____

Contacts' Name: _____
Email: _____

Phone: 903-436-4104
Fax: _____

Product Description: Case TV380 T4 Final

BuyBoard Contract: 424-13

I. Price List Dated: 3/1/2015

Base Price: \$ 90,719.00

II: Base Bid Options (Itemized Below)

Open Cab No Heat or HVAC	\$90,719
2 Speed	Included
E-H Controls	Included
Suspension Seat (Vinyl)	Included
Heavy Duty Front Lights	Included
Heavy Duty Rear Door	Included
Manual Coupler	Included
Block heater	Included
Performacew/Front Electric	Included
Undercarriage Hose Covers	Included
SUB-TOTAL:	\$ 90,719.00

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
SUB-TOTAL:	\$ -

III. SUB-TOTAL OF I & II

Options List Price Total: \$ 90,719.00

IV. BuyBoard Discount: 12.00% \$ 10,886.28

BUYBOARD CONTRACT PRICE: \$ 79,832.72

V: NON-BASE OPTIONS

Non-Base Options (%) = \$ 1,500.00

78" Low Profile Bucket w/BOCE	\$1,500
48" Pallet Forks	\$ 975.00
SUB-TOTAL:	\$ 2,475.00

_____	\$ -
_____	\$ -
SUB-TOTAL:	\$ 79,832.72

VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 & COL 2)

\$ 2,475.00

VII: TOTAL IV + VI

\$ 82,307.72

VIII: QUANTITY ORDERED UNITS:

\$ 82,307.72

IX: TRADE-IN OR OTHER CREDIT(S): 1 \$ 15,000.00 Fall Discount

\$ 15,000.00

TOTAL: \$ 67,307.72

FAX ALL PURCHASE ORDERS TO BUYBOARD AT 800-211-5454

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 2002

for the

Texas Local Government Purchasing Cooperative

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

WITNESSETH:

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

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

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

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

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

TERMS AND CONDITIONS

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

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

GENERAL PROVISIONS

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

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

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

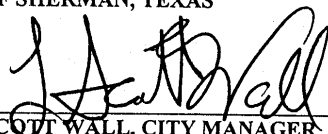
TO BE COMPLETED BY THE COOPERATIVE:

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

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

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

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

Coordinator for the Cooperative Member is:

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 1.

Meeting Date: 11/07/2016

Prepared By: Steve Ayers, Director of Community and Support Services

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Request of the Sherman Tourism/Main Street Manager to Temporarily Close Certain Streets for the Annual Sherman Christmas Parade and Snowflake Festival on Saturday, December 3, 2016, with a Rain/Make-Up Date of Saturday, December 10, 2016

Issue:

To close certain streets in the downtown area for the annual Sherman Christmas Parade and Snowflake Festival on Saturday, December 3rd and provide for a rain/make-up date of Saturday, December 10th

Background:

Sherman Tourism/Main Street Manager Sarah McRae has requested that participants be allowed to line up for the parade, per the attached map, beginning at 3:00 p.m. The parade is scheduled to begin at 6:00 p.m. The parade route is detailed in the attached map.

The Snowflake Festival will begin at 12 noon on the day of the Christmas Parade. To accommodate the event, its vendors, and Master of Ceremonies and Judges stage, Ms. McRae is requesting that the parking spaces on the north side of Lamar from Crockett to Travis, on the south side of Houston from Crockett to Travis, and on the west and east sides of Travis from Houston to Lamar be blocked off beginning at 9:00 a.m. Ms. McRae will contact the County about blocking the parking spaces.

The event will require traffic control assistance, barricades, and traffic cones from the City of Sherman. The City's antique fire truck will be provided for the Council to ride in the Christmas Parade. Council members are encouraged to arrive at least 20 minutes early at the Parade vehicle line-up site to participate. Spouses, children and grandchildren are also welcome to ride with the Council.

Origination:

Sarah McRae, Sherman Tourism/Main Street Manager

Financial Consideration:

Labor and equipment to provide traffic control assistance and implement barricade placement and removal.

Staff Recommendation:

It is recommended that the City Council approve this request and authorize the necessary traffic control support to accommodate the event.

Alternatives:

As directed by the Council

Attachments

Ms. McRae's Request dated November 7, 2016

Downtown Parade Map



November 7, 2016

ShermanCityCouncil:

The Sherman Christmas Parade is scheduled for Saturday, December 3rd with a rain/make-up date for Saturday, December 10th. Snowflake Festival will be a one day festival taking place on the same day.

Snowflake Festival vendors are scheduled to set up as early as 9am and will begin selling at noon. The parade will begin at 6pm.

We are looking to have parade line up on Mulberry, Pecan and Wall Streets between Walnut and Montgomery as well as line up on Walnut and Montgomery between Mulberry and Houston Streets.

The Parade will begin by going west on Mulberry and turning south onto Travis. The Parade will continue south until turning west on Lamar and north on Crockett. The parade will conclude on the corner of Washington and Crockett where floats can exit either west or follow Washington east back to the parade start. .

The barricades we need for this route would be as follows:

- Lamar, Laurel, Pecan and Mulberry west of Crockett
- Houston and Wall east of Travis
- Pecan and Mulberry east of Travis
- Pecan and Mulberry east of Montgomery
- Crockett, Travis and Walnut north of Washington
- Washington east of Elm
- Crockett and Travis south of Lamar
- Walnut on Houston, Lamar and Travis

The Snowflake vendors will be set up around the Courthouse Square and the Master of Ceremonies and Judge's stage will be set up across from Kelly Square on the Courthouse Square.

Due to the location of Snowflake Festival vendors, the stage and the large audience that gathers along Travis, we would like to request the following parking be blocked off beginning at noon until all is empty:

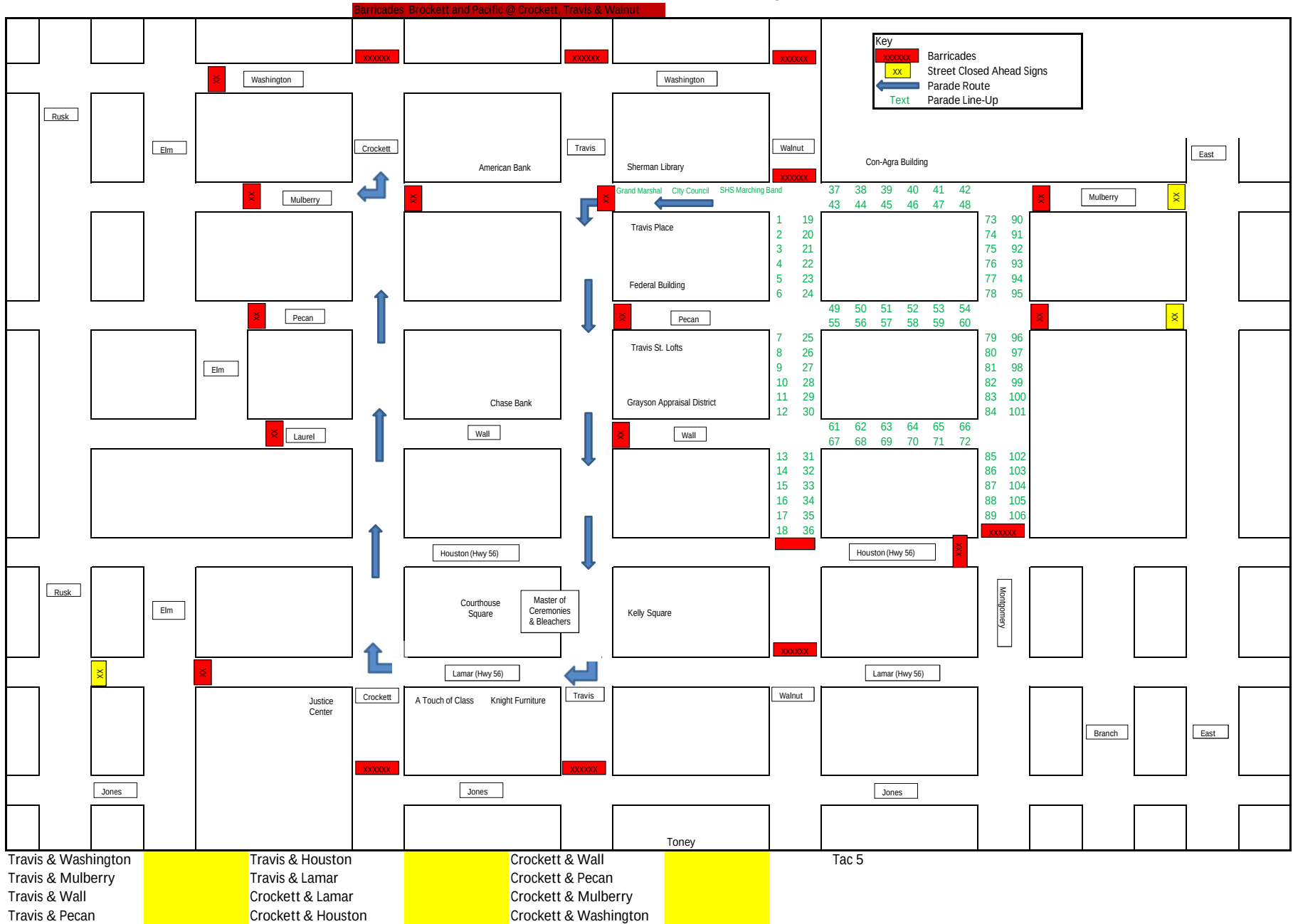
- North side of Lamar from Crockett to Travis
- South side of Houston from Crockett to Travis
- West and east sides of Travis from Houston to Lamar

Sincerely,

Sarah McRae

Tourism & Main Street Manager

Sherman Downtown Parade Map





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 2.

Meeting Date: 11/07/2016

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Approve the Quarterly Investment Reports for Quarter Ended September 30, 2016

Issue:

To approve the Investment Reports for the quarterly period ending September 30, 2016

Background:

These reports are being presented in accordance with the state law that requires at least quarterly presentation to the Council. A separate report is included for the Debt Proceeds portfolio that includes the Tax Note and for the 2016 Certificates of Obligation proceeds, as required by the Investment Policy. The reports were given to the Investment Committee prior to submittal to the Council.

As of September 30, 2016, the portfolios were in compliance with applicable state laws and the Investment Policy. The Operating investment portfolio had a book value of about \$17.6 million, a decrease of about \$1.8 million from prior quarter of \$19.4 million, due to a called U.S. Agency Security, purchases and maturities of several State of Texas Obligations, a Certificate of Deposit maturity, and withdrawals from a Local Government Investment Pool. The underlying investments were adequately diversified among four different types of securities. This portfolio is appropriately liquid; and its weighted-average maturity was about 496 days, the same as last quarter. The portfolio yield of 0.958% for the quarter is higher than the benchmark yield of 0.59%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

The Debt Proceeds portfolio balance of \$8.5 million was invested in a Local Government Investment Pool with a maturity of one day. Current period transactions included the addition of interest income, approximately \$478,000 for project payments and the initial debt proceeds from the 2016 Tax and Revenue Certificates of Obligation of \$7.2 million. The yield of .37% was above the benchmark yield of .20% for this portfolio. Book value and market value were about the same.

Origination:

Finance

Financial Consideration:

None

Staff Recommendation:

It is recommended that the Council accept the Investment Reports as presented.

Alternatives:

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

Attachments

Investment Committee Memo with Investment Report for QE 09/30/2016



memorandum

DATE: Wednesday, November 2, 2016

TO: The City of Sherman Investment Committee
Councilman Jason Sofey
Councilman Pam Howeth
Robby Hefton, City Manager

CC: Don Keene, Assistant City Manager

FROM: Mary Lawrence, Director of Finance *ml*

SUBJECT: Investment Report for Quarter Ended September 30, 2016

Enclosed is a copy of the quarterly investment reports for September 30, 2016. As of that date, the City was in compliance with all applicable state laws and internal policies for the portfolio.

The total operating portfolio balance of about \$17.6 million decreased by about \$1.8 million from the previous quarter due to maturities and a called agency security. The underlying investments were adequately diversified among four different types of securities. The portfolio had a weighted-average maturity of about 496 days, the same as last quarter. The portfolio yield of .958% was higher than our benchmark 1-year Constant Maturity Treasury Index of .59%. Book value closely approximated market value.

Debt proceeds of \$8.5 million were invested in a Local Government Investment Pool. The portfolio increased by \$6.7 million from the previous quarter due to the receipt of \$7.2 million in proceeds from the 2016 Tax and Revenue Certificates of Obligation. Disbursements for capital project expenses decreased the balance by about \$478,000. The only other transaction in the portfolio was interest income.

The investment report will be on the November 7, 2016 City Council agenda for their review and approval. Please call me if you have any questions about this item.

attachments (as stated above)

CITY OF SHERMAN, TEXAS
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ending September 30, 2016

Total Portfolio Summary			
	Current Quarter 9/30/2016	Prior Quarter 6/30/2016	Change From Prior Quarter
Book Value	\$ 17,619,342	\$ 19,404,492	\$ (1,785,150)
Market Value	\$ 17,633,110	\$ 19,454,468	\$ (1,821,358)
Weighted Average Maturity - Days	496	496	0
Weighted Average Yield	0.958%	0.903%	0.055%
Earned Income	\$ 43,137	\$ 32,886	\$ 10,251
Earned Income - Year-to-Date	\$ 139,792	\$ 96,655	\$ 43,137

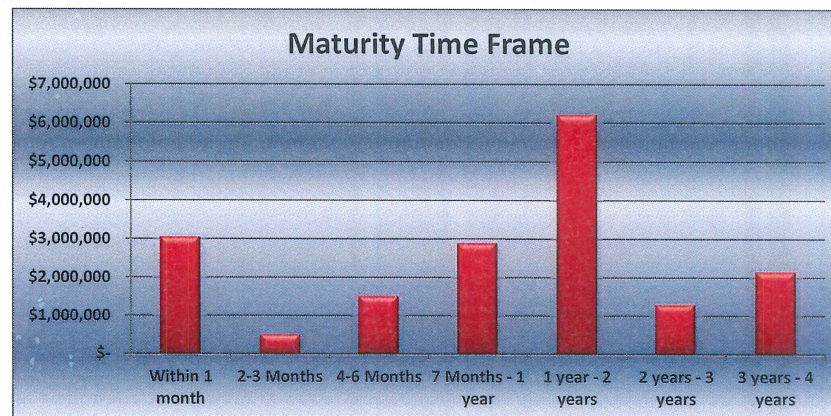
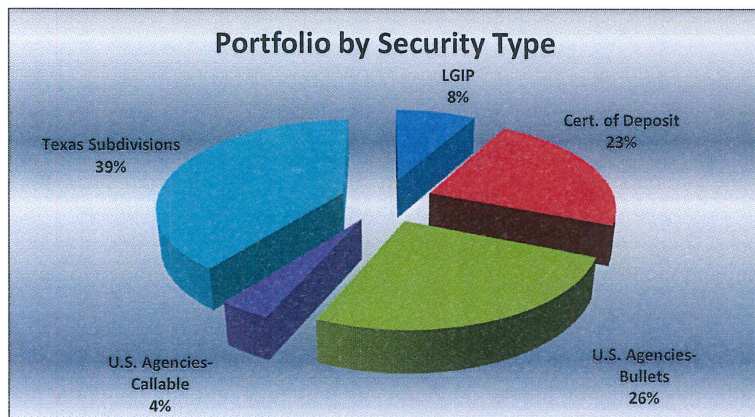
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of September 30, 2016, the City's portfolio had a book value of about \$17.6 million, which approximates market value. Of this amount, approximately \$1.4 million was held in Local Government Investment Pools (LGIP), \$4.0 million was held in Certificates of Deposit (CD), \$5.2 million was held in U.S. Agency Securities and \$7.0 million was held in State of Texas political subdivision obligations.

The portfolio value decreased by \$1.78 million from the previous quarter primarily due maturity of a Certificate of Deposit (\$1.0 million), net maturity of \$0.5 million from the Local Government Investment Pools (LGIP) and called U.S. Agency Securities (\$0.33 million). Other activity included purchases (\$0.74 million) and maturities (\$0.69 million) of State of Texas political subdivision obligations.

The weighted average yield on the portfolio was .96%, 37 basis points above the 1-year Constant Maturity Treasury Index of .59% and 6 basis points above the previous quarter.

The weighted average maturity of the portfolio remained the same at 496 days for September 30, 2016 and June 30, 2016.



Mary Lawrence

Mary Lawrence, Finance Director and City of Sherman Investment Officer

Tammy Davis

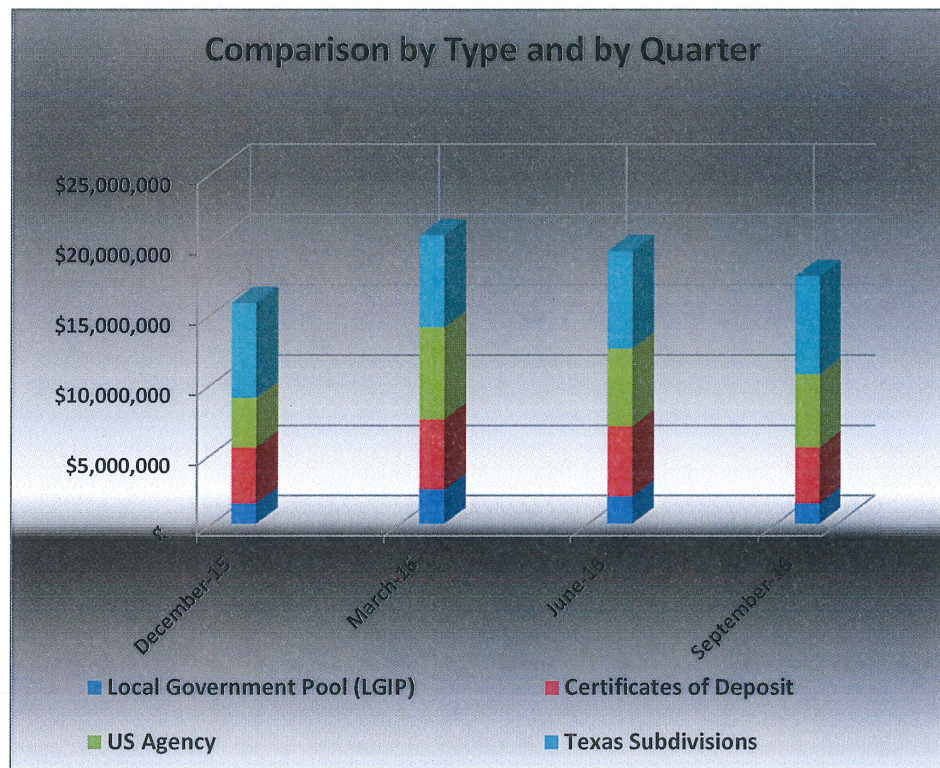
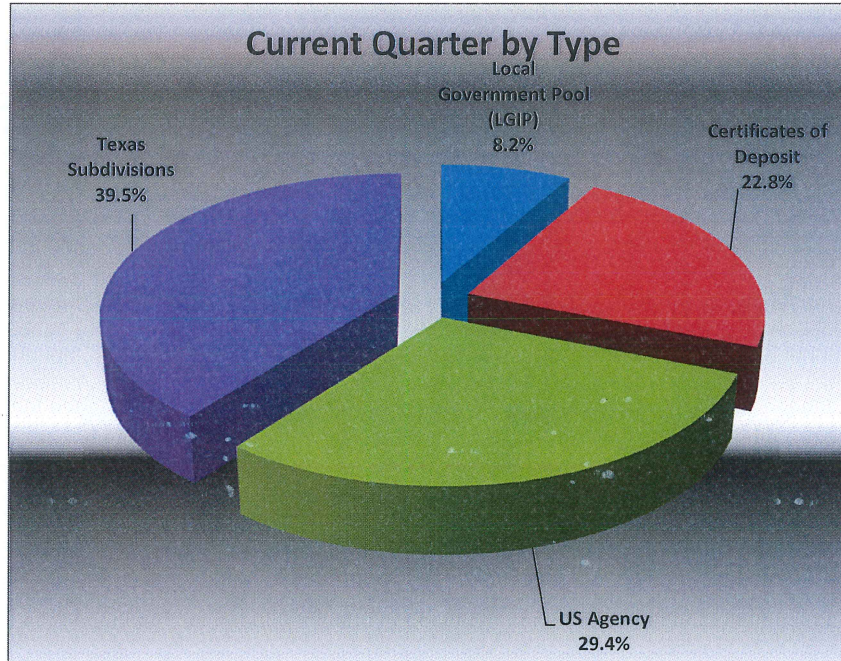
Tammy Davis, Controller and City of Sherman Investment Officer

CUSIP	Settlement Date	Security Type	Security Description	CPN Rate	Maturity Date	Credit Rating	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
Tex-Pool		LGIP	TexPool			AAAm	\$ 810,947	100.00	\$ 810,947	\$ 810,947	100.03	\$ 811,198	1	0.37%
TexStar		LGIP	TexSTAR			AAAm	637,627	100.00	637,627	637,627	100.04	637,890	1	0.40%
CD 4176804344	2/20/2014	CD	Landmark Bank	0.50%	10/20/2016		500,000	100.00	500,000	502,512	100.00	502,512	20	0.50%
CD 4176804781	10/1/2015	CD	Landmark Bank	0.43%	10/1/2016		1,000,000	100.00	1,000,000	1,003,227	100.00	1,003,227	1	0.43%
CD 4176805036	1/12/2015	CD	Landmark Bank	0.50%	11/12/2016		500,000	100.00	500,000	503,755	100.00	503,755	43	0.50%
CD 4176805564	3/22/2016	CD	Landmark Bank	0.80%	3/22/2017		1,000,000	100.00	1,000,000	1,003,971	100.00	1,003,971	173	0.80%
CD 4176805655	4/8/2016	CD	Landmark Bank	0.74%	10/8/2017		1,000,000	100.00	1,000,000	1,001,825	100.00	1,001,825	373	0.74%
849520QT1	2/9/2016	Texas Subdivision	Spring Creek TX UD	2.00%	10/1/2016	AA	95,000	100.87	95,823	95,004	100.00	95,000	1	0.65%
129703ER1	2/1/2014	Texas Subdivision	Calhoun Co TX ISD	3.00%	2/15/2017	AAA	500,000	107.20	535,985	504,572	100.79	503,955	138	0.57%
313379VE6	2/20/2015	Agency Bullet	FHLB	1.01%	6/19/2017	AA+	1,000,000	100.40	1,003,970	1,001,224	100.31	1,003,099	262	0.84%
887127TM0	2/24/2015	Texas Subdivision	Timberline TX UD	2.00%	8/1/2017	AA	475,000	102.64	487,559	479,351	100.75	478,548	305	0.90%
97000PHG8	4/19/2016	Texas Subdivision	William Co TX MUD# 10	2.00%	8/1/2017	AA	105,000	101.40	106,469	105,964	100.85	105,897	305	0.90%
3130AOWJ5	3/6/2014	Agency Bullet	FHLB	1.02%	8/7/2017	AA+	1,000,000	100.24	1,002,385	1,000,593	100.30	1,003,028	311	0.95%
34684PAW6	3/17/2016	Texas Subdivision	Ft Bend Co TX MUD #137	3.00%	9/1/2017	AA	300,000	102.94	308,823	305,562	101.76	305,280	336	0.96%
31315PZ28	2/17/2016	Agency Bullet	Farmer Mac	1.20%	12/22/2017	AA+	1,000,000	100.70	1,006,987	1,004,644	100.46	1,004,624	448	0.82%
67381PKE1	12/17/2014	Texas Subdivision	Oakmont TX PUD	2.00%	3/1/2018	A3	225,000	102.09	229,712	227,016	100.84	226,899	517	1.33%
232425NB0	2/24/2016	Texas Subdivision	CY-Champ TX PUD	2.00%	3/1/2018	AA	225,000	102.20	229,941	228,451	101.40	228,161	517	0.90%
667489FV5	2/24/2015	Texas Subdivision	NW Harris Co TX MUD #6	2.00%	4/1/2018	A2	210,000	102.74	215,748	212,793	101.48	213,106	548	1.10%
643161HB1	5/21/2015	Texas Subdivision	New Caney TX MUD	2.00%	4/1/2018	Aa3	270,000	101.36	273,672	271,929	100.81	272,192	548	1.51%
414911JL2	2/25/2015	Texas Subdivision	Harris Co TX MUD #119	2.00%	5/1/2018	A3	135,000	102.81	138,789	136,890	101.55	137,097	578	1.10%
313379DT3	3/1/2016	Agency Bullet	FHLB	1.25%	6/8/2018	AA+	1,000,000	100.71	1,007,060	1,005,240	100.68	1,006,793	616	0.94%
41421GFW4	2/27/2015	Texas Subdivision	Harris Co TX MUD # 468	2.00%	9/1/2018	A3	740,000	102.47	758,248	749,978	101.88	753,875	701	1.28%
82620YFZ1	6/19/2015	Texas Subdivision	Sienna Plantation MUD	2.00%	9/1/2018	A3	230,000	100.86	231,978	231,235	101.50	233,439	701	1.73%
34680CDA4	6/23/2015	Texas Subdivision	Ft Bend Co TX MUD #128	2.00%	9/1/2018	A3	650,000	102.02	663,130	657,898	101.02	656,643	701	1.35%
955496GC2	8/6/2015	Texas Subdivision	W Ranch TX Mgmt Dist	1.65%	9/1/2018	A3	340,000	100.60	342,030	341,268	100.79	342,679	701	1.45%
41421DRU2	3/24/2016	Texas Subdivision	Harris Co TX MUD #419	3.00%	9/1/2018	AA	140,000	104.43	146,203	144,881	103.53	144,948	701	1.15%
31331KB74	9/30/2015	Agency Bullet	FFCB	1.88%	3/29/2019	AA+	500,000	102.46	512,290	508,774	102.20	511,005	910	1.12%
88213ACF0	7/23/2015	Texas Subdivision	TX St A&M Sys Brd	4.00%	5/15/2019	AA+	500,000	108.07	540,330	527,727	106.70	533,475	957	1.80%
207435MH8	6/1/2016	Texas Subdivision	Conally TX Consol ISD	3.00%	8/15/2019	AAA	150,000	106.42	159,635	158,638	105.16	157,740	1,049	0.96%
34683CJU1	5/5/2016	Texas Subdivision	Ft Bend Co TX MUD #133	2.00%	9/1/2019	A3	100,000	102.76	102,762	102,428	102.24	102,237	1,066	1.15%
414229FG8	5/5/2016	Texas Subdivision	Harris Co TX MUD #500	4.00%	12/1/2019	AA	315,000	107.76	339,435	336,801	107.39	338,269	1,157	1.75%
3130A7D36	2/26/2016	Agency Callable	FHLB	1.50%	2/26/2020	AA+	666,667	100.00	666,667	666,667	100.00	666,677	1,244	1.50%
414935LK0	5/3/2016	Texas Subdivision	Harris Co MUD #120	2.00%	8/1/2020	AA	395,000	102.09	403,252	402,503	101.52	401,004	1,401	1.49%
41456PHW0	8/11/2016	Texas Subdivision	Harris-Montgomery TX MUD # 386	2.00%	9/1/2020	Aa3	350,000	103.16	361,050	360,869	102.15	357,514	1,432	1.20%
038395EP0	9/6/2016	Texas Subdivision	Aquilla TX Water SUD Series A	3.25%	9/1/2020	A	200,000	107.96	215,910	215,648	107.52	215,030	1,432	1.20%
038395FD6	9/6/2016	Texas Subdivision	Aquilla TX Water SUD Series B	3.25%	9/1/2020	A	160,000	106.95	171,114	170,930	106.57	170,518	1,432	1.45%
Total							\$ 17,425,241		\$ 17,705,528	\$ 17,619,342		\$ 17,633,110		

CUSIP	Settle Date	Security Description	Maturity Date	Market Value 6/30/2016	Change in Market Value	Market Value 9/30/2016
Tex-Pool		TexPool		\$ 560,500	\$ 250,698	\$ 811,198
TexStar		TexSTAR		1,386,964	(749,074)	637,890
CD 4176804781	10/1/2014	Landmark Bank	10/1/2016	1,002,156	1,071	1,003,227
CDARS 1018776738	2/18/2016	CDARS	8/18/2016	1,000,000	(1,000,000)	-
CD 4176804344	2/20/2014	Landmark Bank	10/20/2016	501,881	631	502,512
CD 4176805036	1/12/2015	Landmark Bank	11/12/2016	503,129	626	503,755
CD 4176805564	3/25/2017	Landmark Bank	3/25/2017	1,001,950	2,021	1,003,971
CD 4176805655	4/8/2016	Landmark Bank	10/8/2017	1,000,000	1,825	1,001,825
796456DW8	2/14/2013	St Augustine ISD	8/15/2016	500,150	(500,150)	-
346805EY6	3/25/2015	Ft. Bend Co TX MUD	9/1/2016	185,283	(185,283)	-
849520QT1	2/9/2016	Spring Creek TX UD	10/1/2016	95,302	(302)	95,000
129703ER1	2/15/2017	Calhoun Co TX ISD	2/15/2017	507,550	(3,595)	503,955
313379VE6	2/20/2015	FHLB	6/19/2017	1,004,332	(1,233)	1,003,099
887127TM0	2/24/2015	Timberline TX UD	8/1/2017	480,624	(2,076)	478,548
97000PHG8	4/19/2016	William Co TX MUD #10	8/1/2017	106,357	(460)	105,897
3130AOWJ5	3/6/2014	FHLB	8/7/2017	1,005,584	(2,556)	1,003,028
3468PAW6	3/17/2016	Ft Bend Co TX MUD #137	9/1/2017	307,290	(2,010)	305,280
31315PZ28	3/17/2016	Farmer Mac	12/22/2017	1,007,832	(3,208)	1,004,624
67381PKE1	12/17/2014	Oakmont TX PUD	3/1/2018	227,862	(963)	226,899
23242NBO	2/24/2016	CY-Champ TX PUD	3/1/2018	229,349	(1,188)	228,161
667489FV5	2/24/2015	NW Harris Co TX MUD #6	4/1/2018	214,261	(1,155)	213,106
643161HB1	5/21/2015	New Caney TX MUD	4/1/2018	273,372	(1,180)	272,192
414911JL2	2/25/2015	Harris Co TX MUD #119	5/1/2018	137,870	(773)	137,097
313379DT3	2/29/2016	FHLB	6/8/2018	1,011,292	(4,499)	1,006,793
41421GFW4	2/27/2015	Harris Co TX MUD # 468	9/1/2018	758,433	(4,558)	753,875
8260YFZ1	6/19/2015	Sienna Plantation MUD	9/1/2018	234,736	(1,297)	233,439
34680CDA4	6/23/2015	Ft Bend Co TX MUD #128	9/1/2018	659,900	(3,257)	656,643
955496GC2	8/6/2015	W Ranch TX Mgmt Dist	9/1/2018	343,747	(1,068)	342,679
41421DRU2	3/24/2016	Harris Co TX MUD #419	9/1/2018	145,369	(421)	144,948
31331KB74	9/30/2015	FFCB	3/29/2019	513,933	(2,928)	511,005
88213ACFO	7/23/2015	TX St A&M Sys Brd	5/15/2019	539,510	(6,035)	533,475
207435MH8	6/1/2016	Conally TX Consol ISD	8/15/2019	159,210	(1,470)	157,740
34683CJU1	5/5/2016	Ft Bend CO TX MUD #133	9/1/2019	102,935	(698)	102,237
414229FG8	5/5/2016	Harris Co TX MUD #500	12/19/2019	341,901	(3,632)	338,269
3130A7D36	2/26/2016	FHLB	2/26/2020	1,000,329	(333,652)	666,677
414935LK0	5/3/2016	Harris Co TX MUD #120	8/1/2020	403,575	(2,571)	401,004
4146PHWO	9/6/2016	Harris-Montgomery TX MUD #386	9/1/2020	-	357,514	357,514
038395EPO	9/6/2016	Aquilla TX Water SUD Series A	9/1/2020	-	215,030	215,030
038395FD6	9/6/2016	Aquilla TX Water SUD Series B	9/1/2020	-	170,518	170,518
Total				\$ 19,454,468	\$ (1,821,358)	\$ 17,633,110

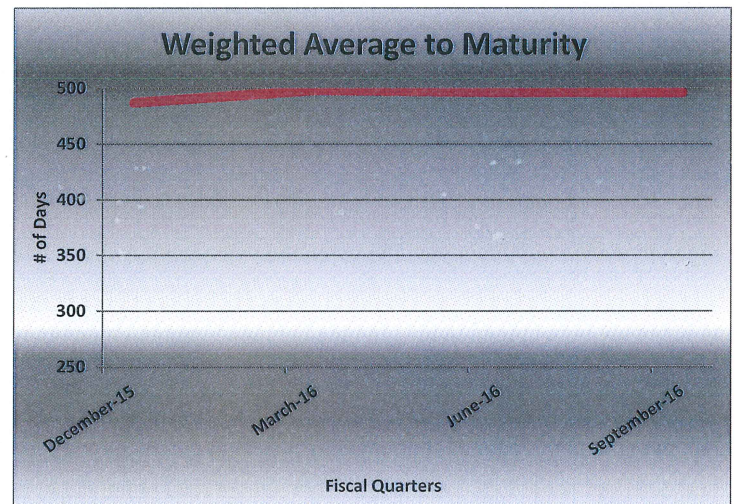
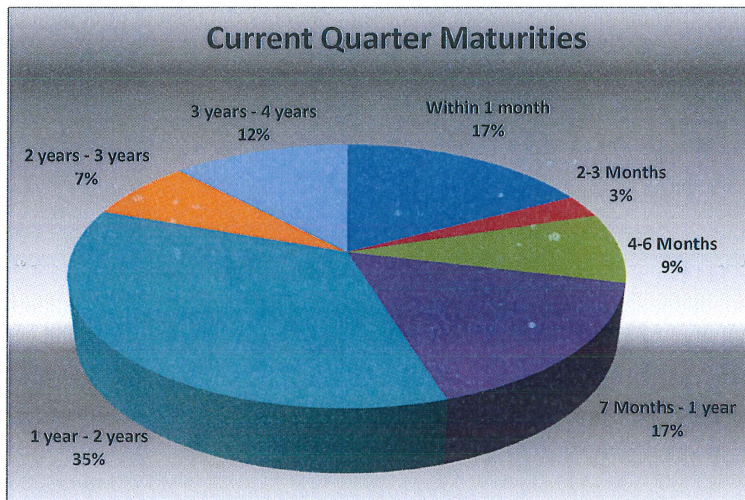
Trade Date	Settle Date	CUSIP	Security Description	Coupon	Maturity Date	Call Date	Par Value	Principal Amount	Interest Purchased/Received	Total Amount	YTM
<u>Maturities</u>											
	8/2/2016	TexStar	LGIP	0.40%	8/2/2016		\$ 750,000	\$ 750,000	\$ -	\$ 750,000	0.40%
	8/15/2016	796456DW8	St Augustine ISD	1.21%	8/15/2016		500,000	500,000	2,500	502,500	0.65%
	8/17/2016	CDARS 1018776738	CDARS	0.40%	8/17/2016		1,000,000	1,000,000	186	1,000,186	0.40%
	8/26/2016	3130A7D36	FHLB	1.50%	2/26/2020	8/26/2016	333,333	333,333	-	333,333	1.50%
	9/1/2016	346805EY6	Ft Bend Cnty TX MUD	2.00%	9/1/2016		185,000	185,000	1,850	186,850	0.97%
<u>Purchases</u>											
	8/11/2016	41456PHW0	Harris-Montgomery TX MUD #386	2.00%	9/1/2020		350,000	361,049	194	361,243	1.20%
	9/6/2016	038395FD6	Aquilla TX Water SUD Series B	3.25%	9/1/2020		160,000	171,114	-	171,114	1.45%
	9/6/2016	038395FD6	Aquilla TX Water SUD Series A	3.25%	9/1/2020		200,000	215,910	-	215,910	1.20%
	9/30/2016	TexPool	LGIP	0.37%	8/2/2016		250,000	250,000	-	250,000	0.37%
<u>Income Payments</u>											
	9/30/2016	TexPool	LGIP	0.37%			810,947		665	665	0.37%
	9/30/2016	TexStar	LGIP	0.40%			637,627		895	895	0.40%
	7/1/2016	CD 4176804781	Landmark Bank	0.43%	10/20/2016		1,000,000		1,071	1,071	0.43%
	7/12/2016	CD 4176805036	Landmark Bank	0.50%	11/12/2016		500,000		625	625	0.50%
	7/13/2016	CD 4176805655	Landmark Bank	0.74%	10/8/2017		1,000,000		623	623	0.74%
	7/26/2016	CD 4176805655	Landmark Bank	0.74%	10/8/2017		1,000,000		1,202	1,202	0.74%
	7/31/2016	CDARS 1018776738	CDARS	0.40%	8/17/2016		1,000,000		340	340	0.40%
	8/19/2016	CD 4176804344	Landmark Bank	0.50%	10/20/2016		500,000		631	631	0.50%
	8/1/2016	97000PHG8	William Cnty TX MUD #310	2.00%	8/1/2017		105,000		700	700	0.90%
	8/1/2016	88712TM0	Timberline TX UD	2.00%	8/1/2017		475,000		4,750	4,750	0.90%
	8/1/2016	414935LK0	Harris Cnty TX MUD	2.00%	8/1/2020		395,000		1,975	1,975	1.49%
	8/7/2016	3130A0WJ5	FHLB	1.02%	8/7/2017		1,000,000		5,100	5,100	0.95%
	8/15/2016	129703ER1	Calhoun Cnt TX ISD	3.00%	2/15/2017		500,000		7,500	7,500	0.57%
	8/15/2016	207435MH8	Conally TX Consol ISD	3.00%	8/15/2016		150,000		925	925	0.96%
	8/26/2016	3130A7D36	FHLB	1.50%	8/26/2016		1,000,000		7,500	7,500	1.50%
	9/1/2018	23245NBO	CYCUTL	2.00%	3/1/2018		225,000		2,625	2,625	0.90%
	9/1/2016	67381PKE1	Oakmont PUD UD	2.00%	3/1/2018		225,000		2,250	2,250	1.33%
	9/1/2016	41421DRU2	Harris Cnty TX MUD	3.00%	9/1/2018		140,000		2,100	2,100	1.15%
	9/1/2016	3468PAW6	Fort Bend TX MUD Dist# 137	3.00%	9/1/2017		300,000		4,500	4,500	0.96%
	9/1/2016	34680CDA4	T Bend Cnty TX MUD #128	2.00%	9/1/2018		650,000		6,500	6,500	1.35%
	9/1/2016	955496GC2	W Ranch TX Mgmt Dist TX BL	1.65%	9/1/2018		340,000		2,805	2,805	1.45%
	9/1/2016	82620YFZ1	Sienna Plantation TX MUD	2.00%	9/1/2018		230,000		2,300	2,300	1.73%
	9/1/2016	41421FGW4	Harris Cnty TX MUD#468	2.00%	9/1/2018		740,000		7,400	7,400	1.28%
	9/1/2016	3468CJU1	Ft Bend Cnty TX MUD #133	1.15%	9/1/2019		100,000		667	667	1.15%
	9/22/2016	CD 4176805564	Landmark Bank	0.80%	3/25/2017		1,000,000		2,020	2,020	0.80%
	9/29/2016	31331KB74	FFCB	1.88%	3/29/2019		500,000		4,688	4,688	1.12%
Total								\$ 77,086			

Cash/Investment Type	Balance 12/31/2015	Balance 3/31/2016	Balance 6/30/2016	Balance 9/30/2016	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$1,443,415	\$2,444,777	\$1,947,148	\$ 1,448,574	8.22%	50.00%
Certificates of Deposit	4,009,272	5,007,493	5,009,116	4,015,290	22.79%	50.00%
US Agency	3,515,023	6,526,885	5,523,693	5,187,142	29.44%	50.00%
Texas Subdivisions	6,763,462	6,556,566	6,924,535	6,968,336	39.55%	50.00%
Total	\$ 15,731,172	\$ 20,535,721	\$ 19,404,492	\$ 17,619,342	100.00%	



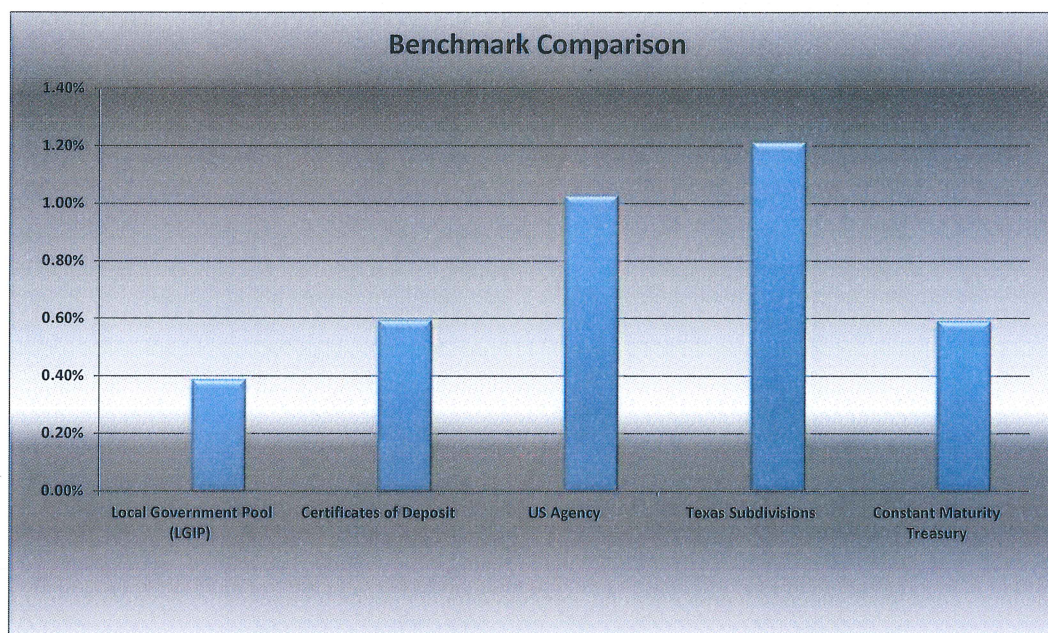
Maturity Time Frame	Balance 12/31/2015	Balance 3/31/2016	Balance 6/30/2016	Balance 9/30/2016	Percent of Portfolio
Within 1 month	\$ 1,443,415	\$ 3,882,832	\$ 1,947,148	\$ 3,049,317	17.31%
2-3 Months	1,973,991	291,550	1,685,891	503,755	2.86%
4-6 Months	1,734,935	1,686,665	2,102,492	1,508,543	8.56%
7 Months - 1 year	2,689,968	3,611,090	2,511,201	2,892,694	16.42%
1 year - 2 years	3,000,398	4,257,554	5,985,543	6,214,048	35.27%
2 years - 3 years	3,841,396	5,273,001	3,168,671	1,297,567	7.36%
3 years - 4 years	1,047,069	1,533,029	1,600,554	2,153,418	12.22%
4 years - 5 years	-	-	402,992	-	0.00%
	\$ 15,731,172	\$ 20,535,721	\$ 19,404,492	\$ 17,619,342	100.00%

Liquidity Indicator					Maximum Allowable
Weighted Average Maturity	487.16	498.48	496.46	496.17	500.00



Date Received/ Purchased	CUSIP	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
9/30/2016	Tex-Pool	TexPool		0.37%	665	-	665
9/30/2016	TexStar	TexSTAR		0.40%	895	-	895
7/1/2016	CD 4176804781.2	Landmark Bank	0.43%	0.43%	1,071	13	1,084
7/12/2016	CD 4176805036	Landmark Bank	0.50%	0.50%	625	8	633
8/19/2016	CD 4176804344	Landmark Bank	0.50%	0.50%	631	7	638
9/22/2016	CD 4176805564	Landmark Bank	0.80%	0.80%	2,020	-	2,020
8/17/2016	CDARS 1018776738	CDARS	0.40%	0.40%	526	-	526
7/26/2016	CD 4176805655	Landmark Bank	0.74%	0.74%	1,825	43	1,868
8/1/2016	887127TM0	Timberline TX UD	2.00%	0.90%	4,750	(3,661)	1,089
8/1/2016	97000PHG8	William Co TX MUD #10	2.00%	0.90%	700	(454)	246
8/1/2016	414935LKO	Harris Co TX MUD #120	2.00%	1.49%	1,975	(489)	1,486
8/7/2016	3130A0WJ5	FHLB	1.02%	0.95%	5,100	(2,726)	2,374
8/11/2016	41456PHW0	Harris Cnty TX MUD#386	2.00%	1.20%	194	403	597
8/15/2016	207435MH8	Conally TX Consol ISD	3.00%	0.96%	925	(570)	355
8/15/2016	129703ER1	Calhoun Co TX ISD	1.88%	0.52%	7,500	(6,776)	724
8/15/2016	7946456DWW8	St Augustine ISD	1.21%	0.65%	2,500	(2,398)	102
8/26/2016	3130A7D36	FHLB	1.50%	1.50%	7,500	(4,167)	3,333
9/1/2016	346805EY6	Ft Bend Co TX MUD	2.00%	0.97%	1,850	(1,568)	282
9/1/2016	34683CJU1	Ft Bend Co TX MUD # 133	2.00%	1.15%	667	(352)	315
9/1/2016	82620YFZ1	Sienna Plantation TX MUD	2.00%	1.73%	2,300	(1,366)	934
9/1/2016	41421GFW4	Harris Co Tx MUD #468	2.00%	1.28%	7,400	(5,051)	2,349
9/1/2016	67381PKE1	Oakmont PUD	2.00%	1.33%	2,250	(1,520)	730
9/1/2016	3468CDA4	Ft. Bend Co TX MUD #128	2.00%	1.35%	6,500	(3,541)	2,959
9/1/2016	954496GC2	W Ranch TX Mgmt Dist	1.65%	1.45%	2,805	(1,569)	1,236
9/1/2016	3468PAW6	Ft Bend Co TX MUD # 137	3.00%	0.96%	4,500	(4,173)	327
9/1/2016	41421DRU2	Harris Co TX MUD #419	3.00%	1.15%	2,100	(1,691)	409
9/1/2016	232425NBO	CY-Champ TX PUD	2.00%	0.90%	2,625	(2,236)	389
9/29/2016	31331KB74	FFCB	1.88%	1.12%	4,688	(3,230)	1,458
9/30/2016	849520QT1	Spring Creek TX UD	2.00%	0.65%	-	475	475
9/30/2016	038395EP0	Aquilla TX Water SUD Series A	3.25%	1.20%	-	171	171
9/30/2016	038395FD6	Aquilla TX Water SUD Series B	3.25%	1.45%	-	163	163
9/30/2016	643161HB1	New Caney TX MUD	2.00%	1.51%	-	1,026	1,026
9/30/2016	667489FV5	NW Harris Co TX MUD #6	2.00%	1.10%	-	606	606
9/30/2016	31315PZ28	Farmer Mac	1.20%	0.82%	-	2,046	2,046
9/30/2016	313379DT3	FHLB	1.25%	0.94%	-	2,342	2,342
9/30/2016	313379VE6	FHLB	1.01%	0.84%	-	2,151	2,151
9/30/2016	414911JL2	Harris Co TX MUD #119	2.00%	1.10%	-	375	375
9/30/2016	414229FG8	Harris Co TX MUD #500	4.00%	1.75%	-	1,424	1,424
9/30/2016	88213ACF0	TX St A&M Sys Brd	4.00%	1.80%	-	2,335	2,335

\$ 77,087 \$ (33,950) \$ 43,137



CITY OF SHERMAN, TEXAS
DEBT PROCEEDS PORTFOLIO SUMMARY
For the Quarter Ending September 30, 2016

Total Portfolio Summary			
	Current Quarter 9/30/16	Prior Quarter 6/30/16	Change From Prior Qtr
Book Value	\$ 8,534,279	\$ 1,809,415	\$ 6,724,864
Market Value	\$ 8,536,925	\$ 1,809,777	\$ 6,727,148
Weighted Average Maturity - Days	1	1	-
Weighted Average Yield	0.37%	0.35%	0.02%
Earned Income	\$ 4,972	\$ 1,564	\$ 3,408
Earned Income - Year-to-Date	\$ 7,456	\$ 2,484	\$ 4,972

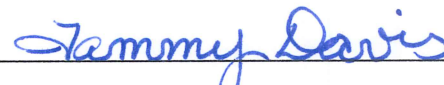
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of September 30, 2016, the City's 2016 Debt Proceeds portfolio had a book value of about \$8.5 million, which approximates the market value held in a Local Government Investment Pool (LGIP). Current period transactions included the addition of interest income, approximately \$478,000 for project payments and the initial debt proceeds from the 2016 Tax and Revenue Certificates of Obligation of \$7.2 million.

The weighted average yield on the portfolio was 0.37%, 17 basis point above the 4-week Constant Maturity Treasury Index of 0.20% and 2 basis points above the previous quarter.



Mary Lawrence, Finance Director and City of Sherman Investment Officer



Tammy Davis, Controller and City of Sherman Investment Officer



CITY OF SHERMAN, TX
Investments Outstanding
AS of 9/30/2016

Name	Settlement Date	Security Type	Security Description	Credit Rating	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Mty	YTM
TexPool Tax Notes		LGIP	Texpool	AAAm	\$ 1,628,748	100.00	\$ 1,628,748	\$ 1,628,748	100.03	\$ 1,629,253	1	0.37%
TexPool Certificate of Obligation		LGIP	Texpool	AAAm	\$ 6,905,531	100.00	\$ 6,905,531	\$ 6,905,531	100.03	6,907,672	1	0.37%
Total					\$ 8,534,279		\$ 8,534,279	\$ 8,534,279		\$ 8,536,925		



CITY OF SHERMAN, TX
Market Value Summary
AS of 9/30/2016

CUSIP	Settle Date	Security Description	Maturity Date	Market Value 6/30/16	Change in Market Value	Market Value 9/30/2016
TexPool Tax Notes		TexPool		\$ 1,809,777	\$ (180,524)	\$ 1,629,253
TexPool Tax & Rev CO		TexPool			6,907,672	\$ 6,907,672
Total				\$ 1,809,777	\$ 6,727,148	\$ 8,536,925

Trade Date	Settle Date	Name	Security Description	Coupon	Maturity Date	Par Value	Price	Principal Amount	Interest Purchased / Received	Total Amount	YTM
<u>Project Payments</u>											
	8/18/2016	TexPool Tax & Rev CO	LGIP	0.374%		\$ 138,261		\$ 138,261	-	\$ 138,261	0.374%
	8/31/2016	TexPool Tax Notes	LGIP	0.374%		170,019		170,019	-	170,019	0.374%
	9/30/2016	TexPool Tax & Rev CO	LGIP	0.380%		157,459		157,459	-	157,459	0.380%
	9/30/2016	TexPool Tax Notes	LGIP	0.380%		12,277		12,277	-	12,277	0.380%
<u>Debt Proceeds</u>											
	08/16/2016	TexPool Tax & Rev CO	LGIP	0.374%		7,197,907		7,197,907	-	7,197,907	0.380%
<u>Income Payments</u>											
	7/3/2016	TexPool Tax Notes	LGIP	0.369%		1,809,982		1,809,982	567	567	0.369%
	8/31/2016	TexPool Tax & Rev CO	LGIP	0.374%		7,041,595		7,041,595	1,146	1,146	0.374%
	8/31/2016	TexPool Tax Notes	LGIP	0.374%		1,640,513		1,640,513	550	550	0.374%
	9/30/2016	TexPool Tax & Rev CO	LGIP	0.380%		6,905,531		6,905,531	2,197	2,197	0.380%
	9/30/2016	TexPool Tax Notes	LGIP	0.380%		1,628,748		1,628,748	512	512	0.380%
Total								\$	4,972		



CITY OF SHERMAN, TX
Comparison by Type
AS of 9/30/2016

Cash / Investment Type	Balance 12/31/2015	Balance 03/31/2016	Balance 06/30/2016	Balance 9/30/2016	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$ -	\$ 1,807,850	\$ 1,809,415	\$ 8,534,279	100.00%	100.00%
Total	\$ -	\$ 1,807,850	\$ 1,809,415	\$ 8,534,279	100.00%	



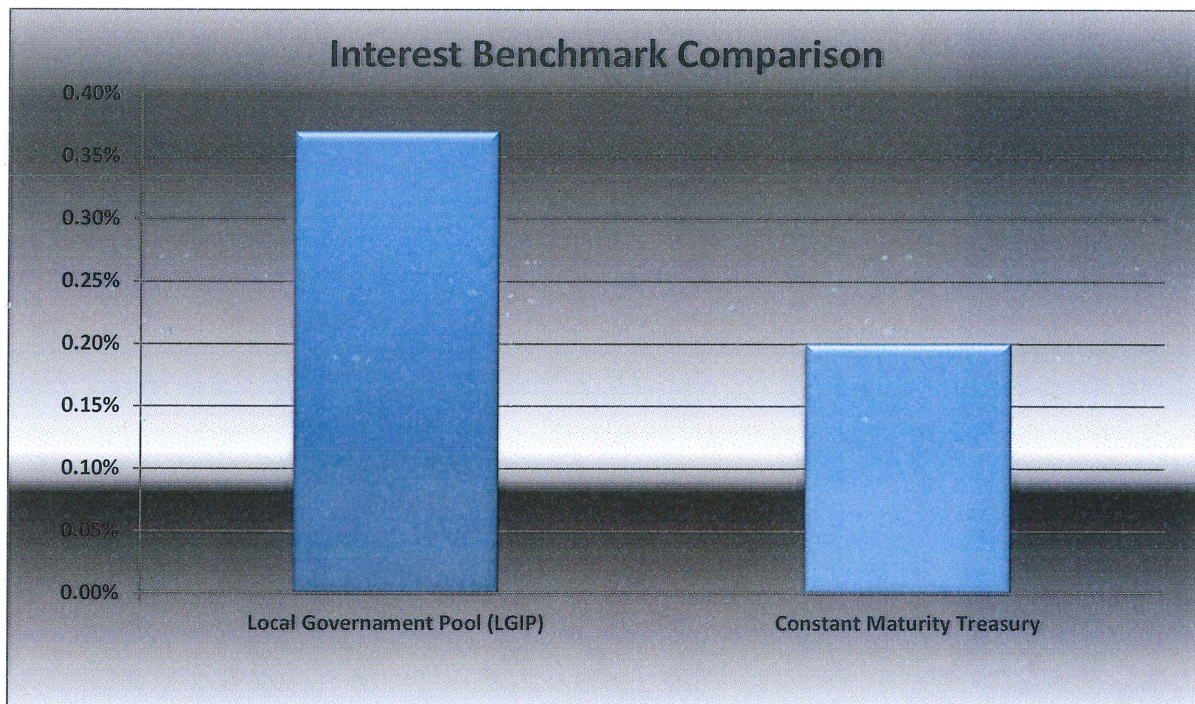
CITY OF SHERMAN, TX
Portfolio by Maturity
AS of 9/30/2016

Maturity Time Frame	Balance 12/31/2015	Balance 3/31/2015	Balance 6/30/2016	Balance 9/30/2016	Percent of Portfolio	Minimum Allowable
Within 1 month	\$ -	\$ 1,807,850	\$ 1,809,415	\$ 8,534,279	100.00%	100.00%
	\$ -	\$ 1,807,850	\$ 1,809,415	\$ 8,534,279		

Liquidity Indicator

Weighted Average Maturity	0.00	1.00	1.00	1.00
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Date Received/ Purchased	Name	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
7/31/2016	TexPool Tax Notes	LGIP		0.369%	\$ 567	\$ -	567
8/31/2016	TexPool Tax Notes	LGIP		0.374%	550	-	550
8/31/2016	TexPool Tax & Rev CO	LGIP		0.374%	1,146	-	1,146
9/30/2016	TexPool Tax Notes	LGIP		0.380%	512	-	512
9/30/2016	TexPool Tax & Rev CO	LGIP		0.380%	2,197	-	2,197
					\$ 4,972	\$ -	\$ 4,972





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 3.

Meeting Date: 11/07/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Site Plan Approval for Hart Lumber Company in the Blalock Industrial Park; J.P. Hart Lumber Company, LLC, Owners/Tenant; Ed Snodgrass, Benchmark Design Group, LLC, Civil Engineers/Representative; Lloyd Plyler Construction, Contractor; and Underwood Drafting and Surveying, Surveyor; under Ordinance No. 2252, Article IV, Section 410(2)(j) for the Construction of Hart Lumber Company in the Blalock Industrial Park at 407 Progress Drive

Issue:

Site plan approval for Hart Lumber Company in the Blalock Industrial Park

Background:

Hart Lumber Company was founded in the 1930's and is headquartered in San Antonio, Texas. They currently serve the Dallas-Fort Worth, Austin, San Antonio, Houston and Rio Grande Valley areas. They have six plants in Texas providing building materials and supplies for residential and commercial building work throughout Texas. Hart Lumber would like to expand their company into the City of Sherman, planning a \$5.5 million to \$6.5 million facility investment and up to 37 new jobs as part of the first phase of its expansion to the city. The property is located at 407 Progress Drive, west of Howe Drive, in the Blalock Industrial Park. They plan to construct a warehouse/office and two storage buildings on a thirty-seven acre tract east of Progress Rail. The exterior finish of the buildings will be textured insulated metal panels and wood trusses.

Origination:

J.P. Hart Lumber Company, LLC (Owners/Tenant)
Ed Snodgrass, Benchmark Design Group, LLC (Civil Engineers/Representative)
Lloyd Plyler Construction (Contractor)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the regular meeting on October 18, 2016, the Planning and Zoning Board voted 7/0 to approve the Site Plan subject to the Staff Review Letter and forward the request to the City Council.

Alternatives:

The City Council could deny the request.

Attachments

Location Map

Zoning Map

Zoning Sign Photo

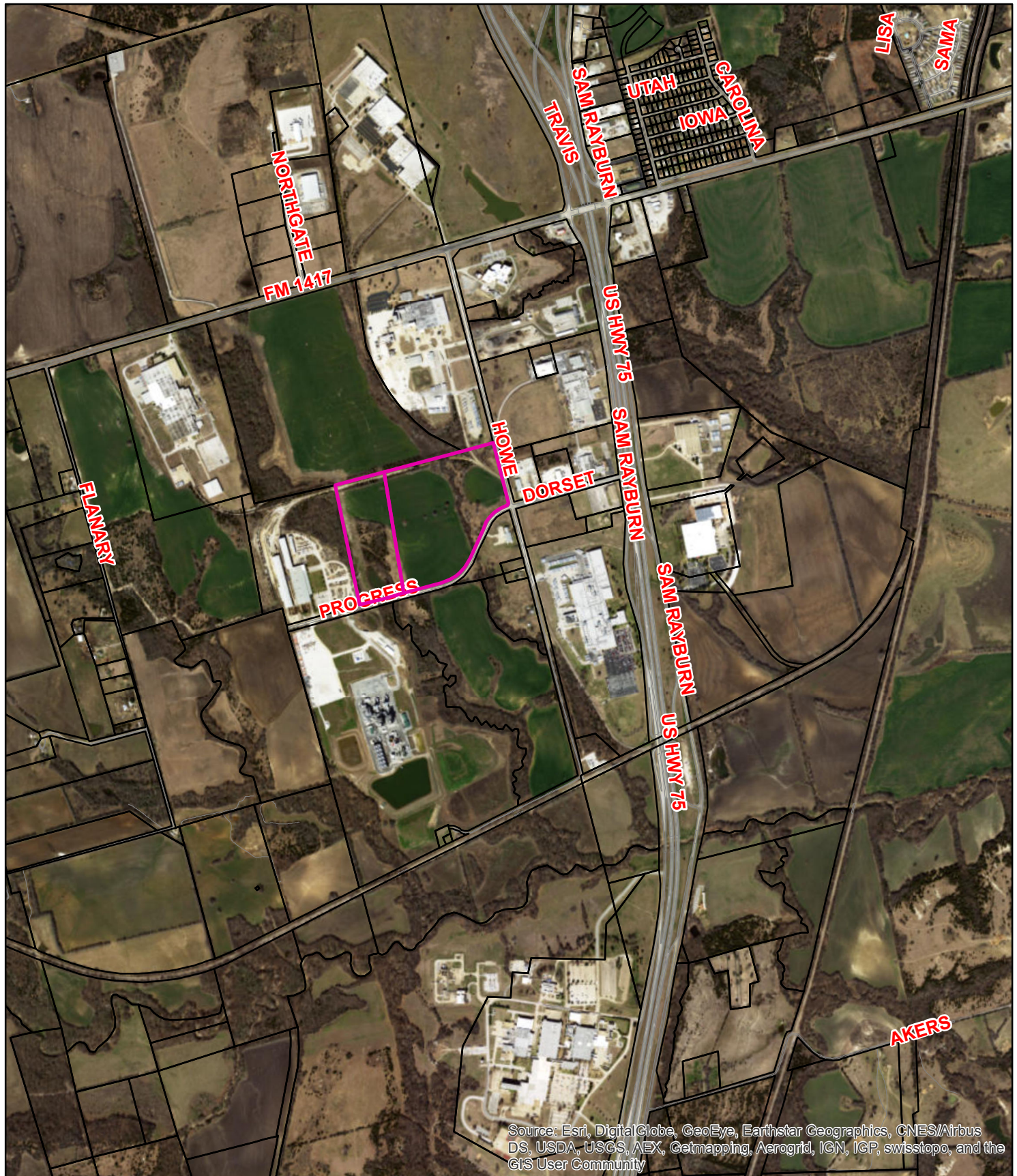
Survey

Site Plan

Elevations

Staff Review Letter

P&Z Communication



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

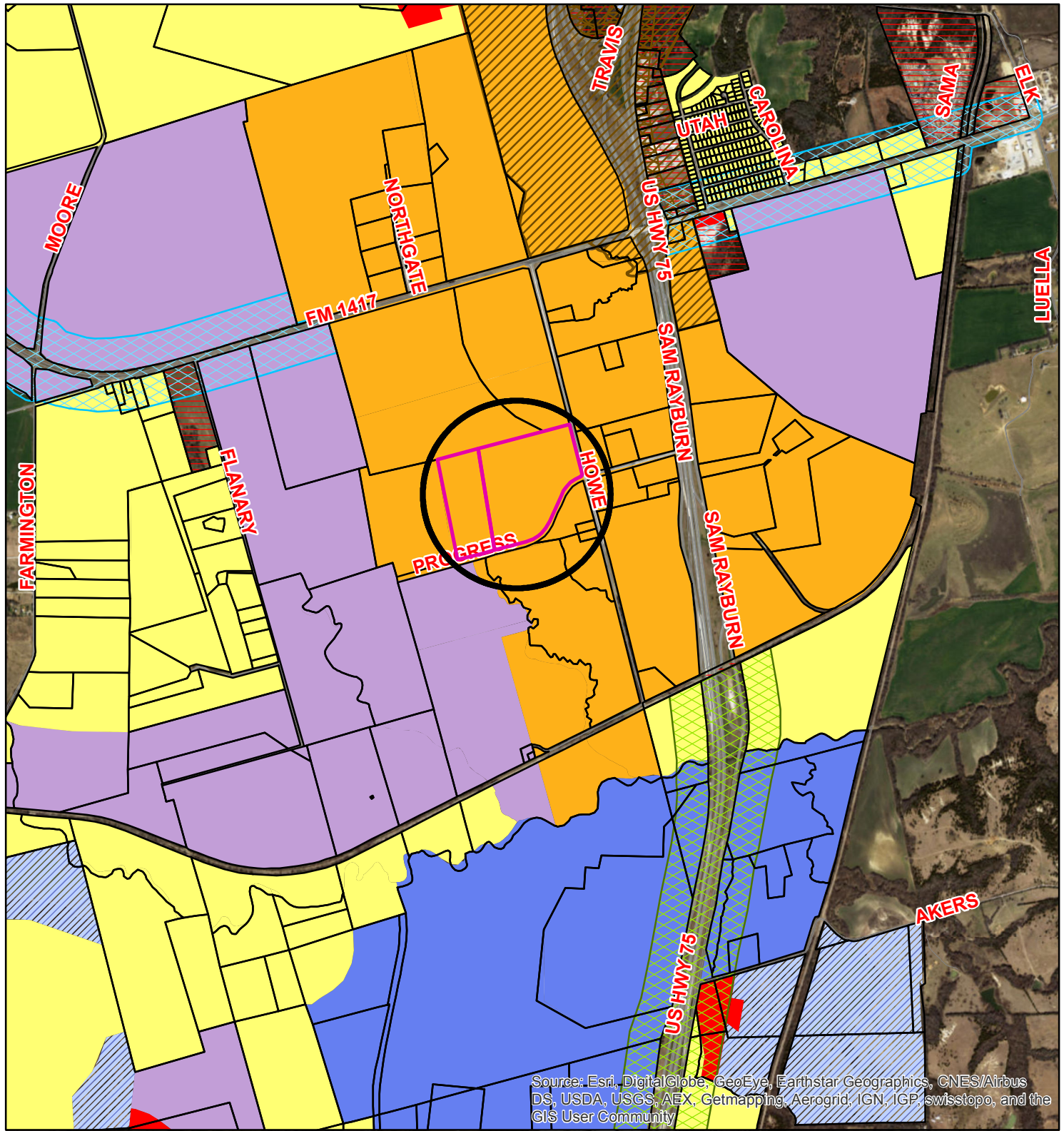
407 Progress Drive



City of Sherman, Texas
Developmental Services Department



1 in = 1,712 ft



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

Zoning - 407 Progress Drive

Legend

Transportation Corridors Overlay

HWY_NAME

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

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

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

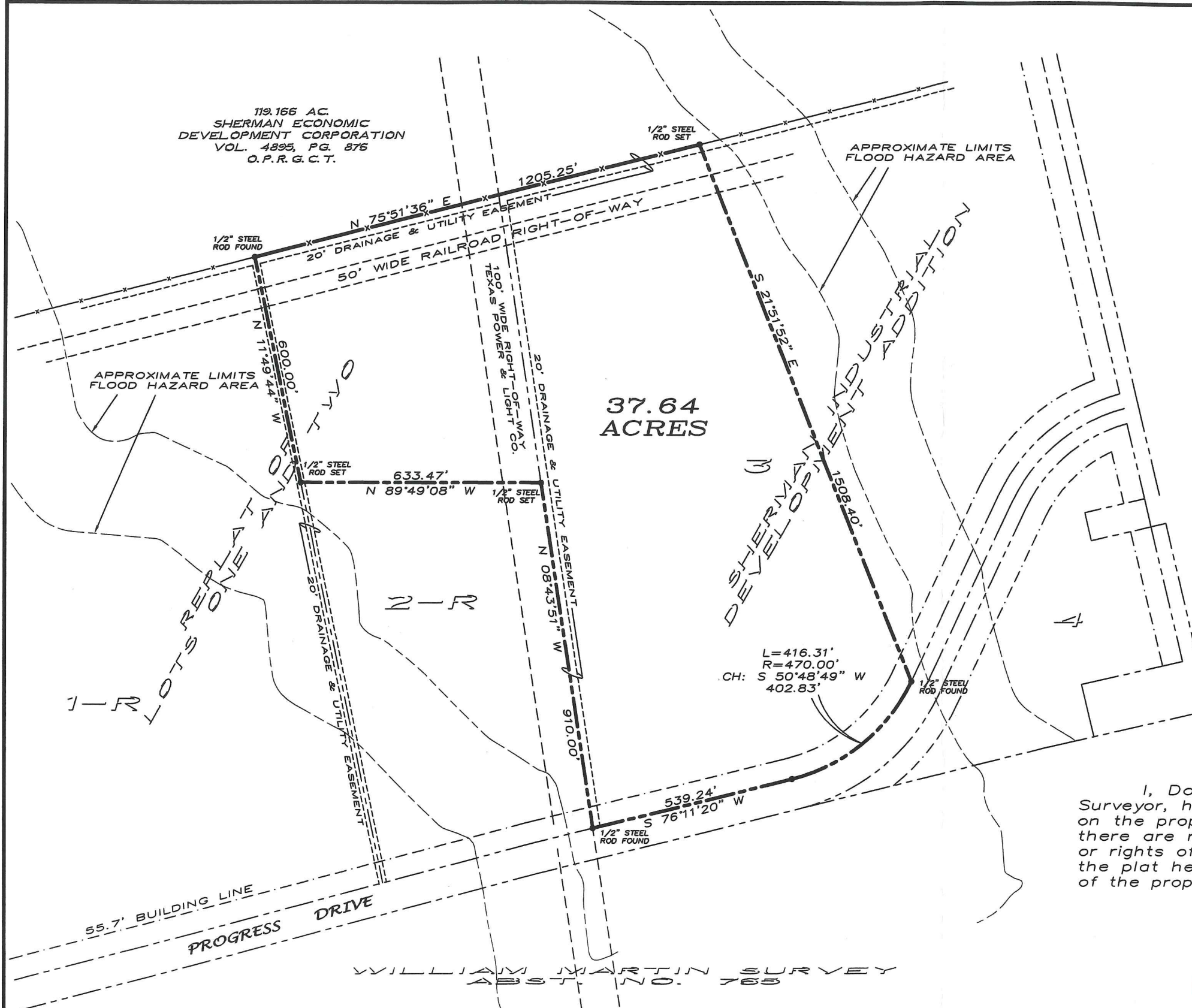
1 in = 2,140 ft

407 Progress Drive



119.166 AC.
SHERMAN ECONOMIC
DEVELOPMENT CORPORATION
VOL. 4895, PG. 876
O.P.R.G.C.T.

SCALE
1" = 300'

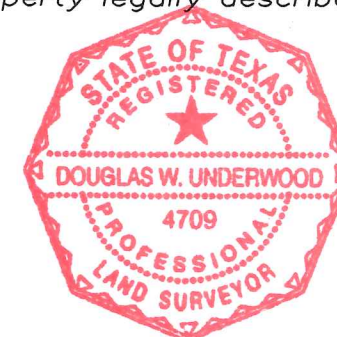


This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

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All rights reserved.
FIRM #10006300

SEE LEGAL DESCRIPTION
ATTACHED

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 is correct and that there are no visible discrepancies, conflicts, shortages in area, or rights of way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

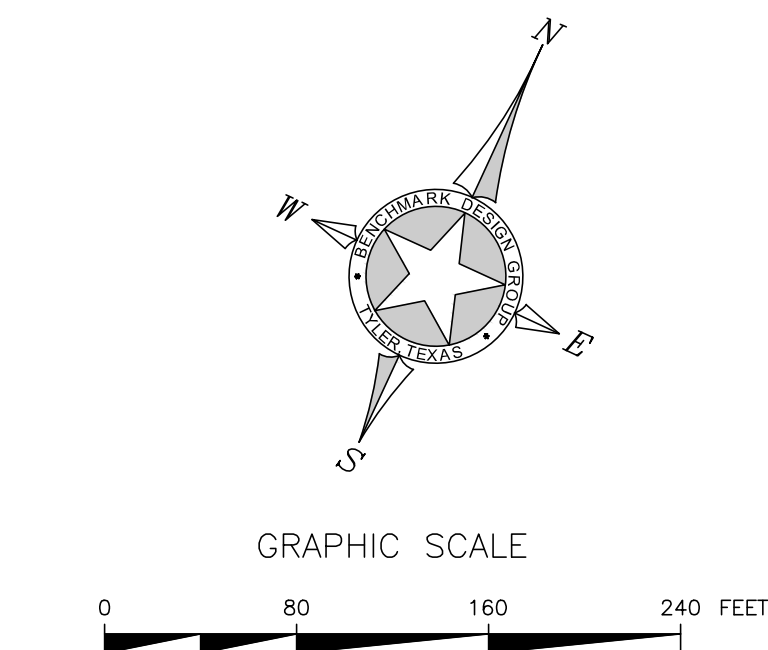
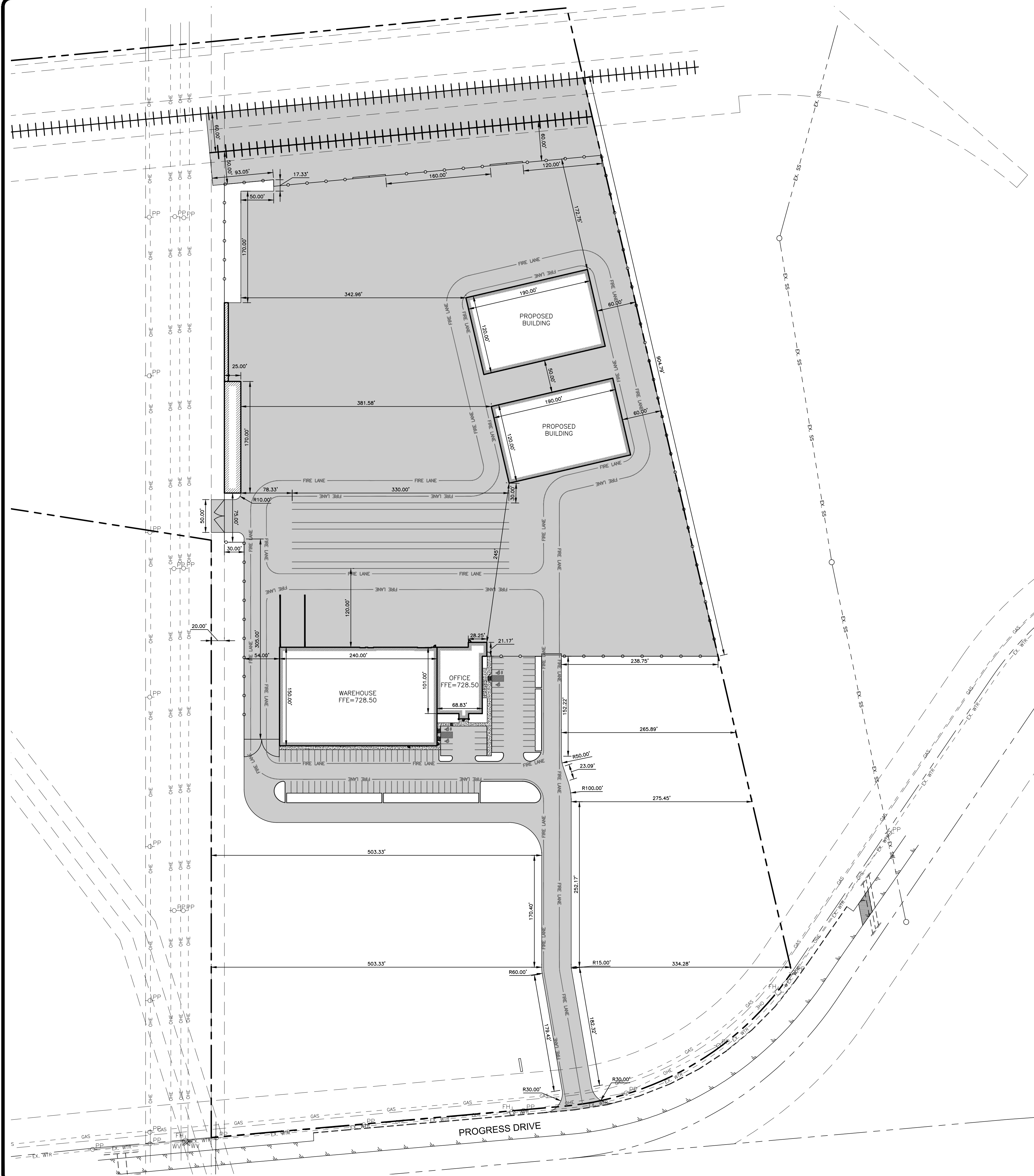


DLW
Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
DATE: 3-12-16

~ BASIS OF BEARINGS ~
COURSES SHOWN ON PLATS OF RECORD
VOL. 11, PG. 67, P.R.G.C.T.
VOL. 19, PG. 66, P.R.G.C.T.

UNDERWOOD
DRAFTING & SURVEYING

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



- SITE NOTES:**
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF SLOPED PAVING, EXIT PORCHES, PRECISE BUILDING DIMENSIONS, EXACT BUILDING ENTRANCE LOCATIONS, TOTAL NUMBER, LOCATIONS, SIZES AND OUTFALLS OF ROOF DOWNSPOUTS.
 - ALL SIGNS PLACED IN AREAS ACCESSIBLE BY VEHICLE TRAFFIC SHALL BE PLACED IN GUARD POST.
 - ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED AS SHOWN IN THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
 - ALL CURB RADII SHOWN ARE TO BACK OF CURB.
 - ALL PAVING DIMENSIONS ARE TO BACK OF CURB, WHERE APPLICABLE, OR TO THE EDGE OF PAVEMENT WHEN NO CURB IS PROPOSED, UNLESS OTHERWISE NOTED.
 - CONTRACTOR IS RESPONSIBLE FOR PROTECTION & REPLACEMENT OF ALL PROPERTY CORNERS.
 - CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT.
 - CONTRACTOR SHALL MATCH EXISTING CURB AND GUTTER IN GRADE, SIZE, TYPE AND ALIGNMENT AT ADJACENT ROADWAYS.
 - THE EARTHWORK FOR ALL BUILDING SLABS SHALL BE IN ACCORDANCE WITH ARCHITECTURAL BUILDING PLANS AND SPECIFICATIONS.
 - CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
 - ALL PAVEMENT MARKING PAINT SHALL BE SHERWIN WILLIAMS "PROMAR TRAFFIC MARKING", WHITE ON ASPHALT, YELLOW ON CONCRETE. PAINT SHALL BE APPLIED IN TWO COATS TO A CLEAN, DRY SURFACE USING TEMPLATE OR STRIPING MACHINE. STRIPES SHALL BE 4" WIDE UNLESS OTHERWISE INDICATED.
 - CONTRACTOR SHALL COORDINATE AND COMPLY WITH ALL UTILITY COMPANIES INVOLVED IN PROJECT AND PAY ALL REQUIRED FEES AND COSTS.
 - FOR SITE UTILITIES, SEE UTILITY PLAN.
 - ALL WORK ON THIS PLAN SHALL BE DONE IN STRICT ACCORDANCE WITH THE CITY.

LEGEND	
TEL PED □	EXISTING TELEPHONE PEDESTAL
C.O.O	EXISTING CLEANOUT
WV X	EXISTING WATER VALVE
WM ⊞	EXISTING WATER METER
MH ○	EXISTING SAN. SEWER MANHOLE
PP ○	EXISTING POWER POLE
FH ○	EXISTING FIRE HYDRANT
---	EXISTING OVERHEAD ELECTRIC LINE
---	EXISTING WATER LINE
---	EXISTING SAN. SEWER LINE
---	PROPERTY LINE



*** STOP! CALL BEFORE YOU DIG! ***
AS REQUIRED BY THE TEXAS UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT TEXAS811 MUST BE CONTACTED AT LEAST 2 WORKING DAYS PRIOR TO ANY EXCAVATION OPERATIONS BEING PERFORMED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT TEXAS ONE CALL SYSTEM.
THE CONTRACTOR SHALL ALSO CALL 811, AND ALL OTHER LOCATE COMPANIES PRIOR TO EXCAVATION ACTIVITIES.

NOTICE TO CONTRACTORS

- These plans are subject to review and approval by all jurisdictions having authority.
- Contractor shall appropriately notify all relevant entities prior to digging on this project.
- The contractor shall notify the engineer, in writing, of any errors or discrepancies discovered in the construction documents immediately.
- The topographic information shown herein is a reflection of the information provided by UNDERWOOD DRAFTING & SURVEYING, INC.
If the contractor discovers any errors in said information, he shall notify the engineer, in writing, immediately. The engineer and owner shall be indemnified of any problems and/or associated costs resulting from lack of notification.
- The contractor shall be responsible for confirming the horizontal and vertical location of buried utilities and structures, including, but not limited to the following:

Telephone cable	Conduits	Pipes
Stormwater lines	Water lines	Gas lines
Television cables	Sanitary Sewer lines	Oil Production lines
Saltwater lines		

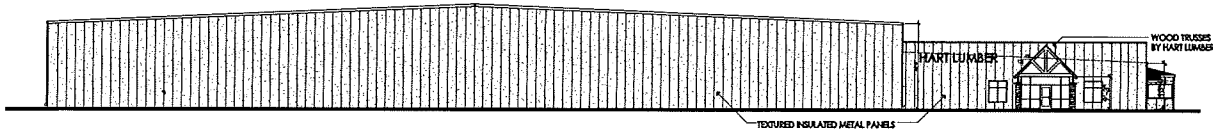
Note: If discrepancies occur between that which is shown on the plans and conditions present in the field, the contractor shall notify the engineer, in writing immediately. Failure to do so shall absolve owner and engineer of liability and associated costs.

BENCHMARK DESIGN GROUP, LLC
CIVIL / ENVIRONMENTAL ENGINEERS
P.O. BOX 7944 TYLER, TEXAS 75711
2026 REPUBLIC DRIVE SUITE B TYLER TEXAS 75701
(903) 534-5353 • FAX (903) 534-5352
FIRM NUMBER F-7814
www.benchmarkengineers.com

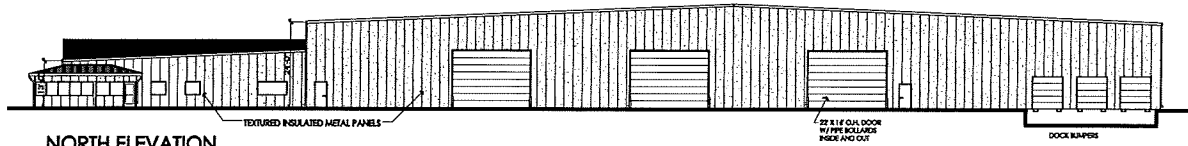
THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF INTERIM REVIEW AND COMMENTS UNDER THE AUTHORITY OF EDWARD L. SNODGRASS, P.E., REGISTRATION NO. 72447. THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION OR BIDDING PURPOSES.

HART LUMBER
SHERMAN, TX
OVERALL SITE PLAN

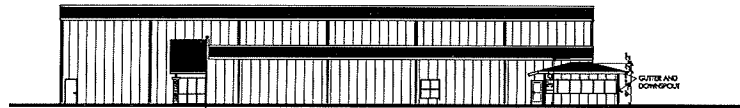
DRAWN BY: **RWD**
CHECKED BY: **ELS**
DATE: **JUNE 2016**
JOB NO: **2016.003**
SHEET NO.
C-4



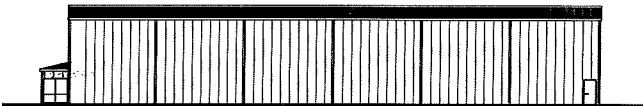
SOUTH ELEVATION
SCALE: 1/16" = 1'-0"



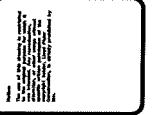
NORTH ELEVATION
SCALE: 1/16" = 1'-0"



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



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



**LLOYD PLYLER
CONSTRUCTION**

PHONE 903-893-4393
FAX 903-892-3523
www.plyrbuild.com

3305 TEXOMA PARKWAY
P.O. BOX 912606
SHERMAN, TX 75091

A NEW FACILITY FOR
HART LUMBER

SHERMAN, TEXAS

Drawn By	
Checked By	
Approved By	
Job Number	
Scale	
Sheet	
A-2	

STAFF REVIEW LETTER

October 12, 2016

J.P. Hart Lumber Company, LLC
PO Box 65099
San Antonio, TX 78265

Lloyd Plyler Construction
PO Box 912406
Sherman, TX 75091

Benchmark Design Group, LLC
Ed Snodgrass
2026 Republic Drive, Suite B
Tyler, TX 75701

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for site plan approval for the construction of Hart Lumber Company in the Blalock Industrial Park for the property located at 407 Progress Drive has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 18, 2016 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the Blalock Industrial Park Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
3. Shall comply with all EPA, City, Federal and State regulations for this use.
4. Any structures built over any of the easements on the property will require approval for an encroachment easement from the City Council.
5. Replatting of the property is required.
6. Review the zoning and development ordinance for additional requirements.
7. 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:

8. All requirements of the Floodplain Ordinance should be followed.
9. New Drive approaches shall conform to City of Sherman standards and a permit is required.
10. Final site plans, utility, drainage, and grading plan shall be approved by the City Engineering Department.
11. The location of trash receptors must be approved by the Director of Public Works.

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

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

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

Respectfully,

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

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

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

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Dir. Of Community and Support Services
Amber Doan, Engineering Coordinator



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

Agenda Item No. 6.

Meeting Date: 10/18/2016

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

*** 407 PROGRESS DRIVE**

The request of J.P. Hart Lumber Company, LLC (Owners/Tenant), Ed Snodgrass, Benchmark Design Group, LLC (Civil Engineers/Representative), Lloyd Plyler Construction (Contractor) and Underwood Drafting and Surveying (Surveyor) concerning the property at 407 Progress Drive, being 37.64 acres in the William Martin Survey, Abstract No. 765 and being part of Lot 3, Sherman Industrial Development Addition and also being a part of Lot 2R of the Replat of Lots 1 & 2, Sherman Industrial Development Addition in Tract 3 of Blalock Industrial Park, as follows:

Planning and Zoning Commission

Site plan approval to Ordinance No. 2252 Article IV, Section 410 (2) (j) for the construction of Hart Lumber Company in the Blalock Industrial Park.

Background:

Hart Lumber Company was founded in the 1930's and is headquartered in San Antonio, Texas. They currently serve the Dallas-Fort Worth, Austin, San Antonio, Houston and Rio Grande Valley areas. They have six plants in Texas providing building materials and supplies for residential and commercial building work throughout Texas.

Hart Lumber Company would like to expand their company into the City of Sherman, planning a \$5.5 million to \$6.5 million facility investment and up to 37 new jobs as part of the first phase of its expansion to the city. The property is located at 407 Progress Drive, west of Howe Drive in the Blalock Industrial Park. They plan to construct a warehouse/office and two storage buildings on a thirty-seven acre tract, east of Progress Rail. The exterior finish of the buildings will be textured insulated metal panels and wood trusses.

Adjacent Zoning:

Blalock Industrial Park
M-1 (Light Manufacturing) District

Origination:

J.P. Hart Lumber Company, LLC (Owners/Tenant)
Ed Snodgrass, Benchmark Design Group, LLC (Civil Engineers/Representative)
Lloyd Plyler Construction (Contractor)
Underwood Drafting and Surveying (Surveyor)

Master Plan Designation:

Business Park and Research – Business Park designation allows for compatibility with the use of the roadway and rail system for frequent truck and rail traffic. Industrial and office uses are the most appropriate and compatible land uses adjacent to a truck route and the state road and/or rail system. Typical tenants of a business park and research center include light industrial manufacturing, wholesaling, warehouse facilities, light assembly plants, research and development firms and distribution centers.

Number of notices mailed:

38

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Survey
Site Plan
Elevations
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 4.

Meeting Date: 11/07/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of Carrus Medical Plaza, being a Replat of Lot 5 of Carrus Medical Plaza of a Replat of Lot 2 of Post Oak Crossing East Addition and a 1.364 acre tract out of the Uriah Burns Survey, Abstract No. 121, being 3.770 acres in the Uriah Burns Survey, Abstract No. 121 and being all of Lot 5, Block 1 of the Replat of Carrus Medical Plaza, a Replat of Lot 2 of Post Oak Crossing East Addition; TPJ Properties, LTD and SDB Partners LLC, Owners; and Teague, Nall & Perkins, Inc., Engineer/Architect/Surveyor (1700 block of West U.S. Highway 82)

Issue:

To consider Replat approval of Carrus Medical Plaza, being a Replat of Lot 5 of Carrus Medical Plaza of a Replat of Lot 2 of Post Oak Crossing East Addition and a 1.364 acre tract out of the Uriah Burns Survey, Abstract No. 121, being 3.770 acres in the Uriah Burns Survey, Abstract No. 121 and being all of Lot 5, Block 1 of the Replat of Carrus Medical Plaza, a Replat of Lot 2 of Post Oak Crossing East Addition, located in the 1700 block of West U.S. Highway 82

Background:

The property is located in the 1700 block of U.S. Highway 82, between Rex Cruse Drive and Post Oak Crossing. The property is zoned an R-1 (One Family Residential) District and C-1 (Retail Business) District and is located in the O-1 (75 & 82) Overlay District. The owners would like to replat the property into one lot for commercial development of a medical office building.

Origination:

TPJ Properties, LTD and SDB Partners LLC (Owners)
Teague, Nall & Perkins, Inc. (Engineer/Architect/Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 18, 2016 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map

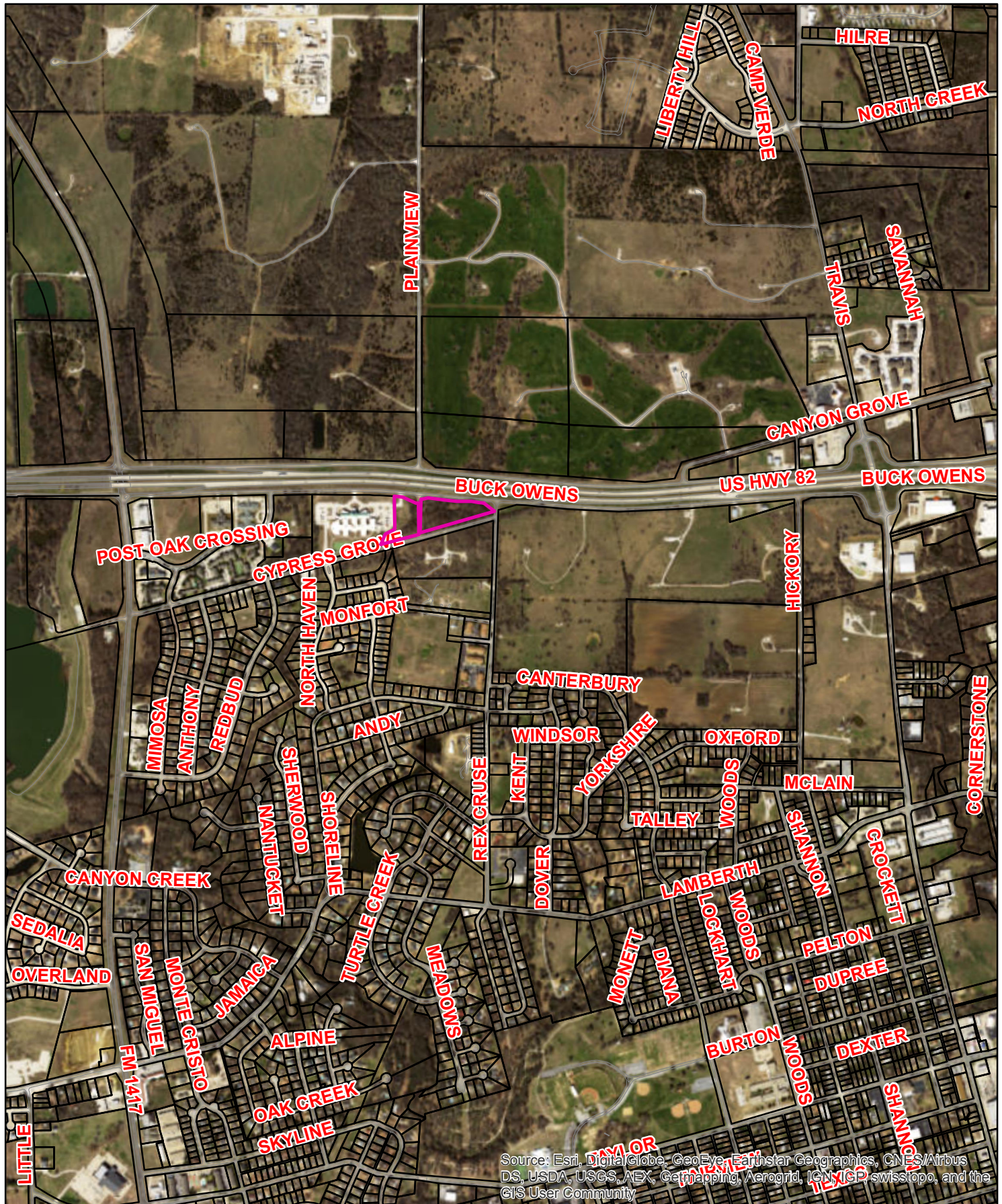
Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter

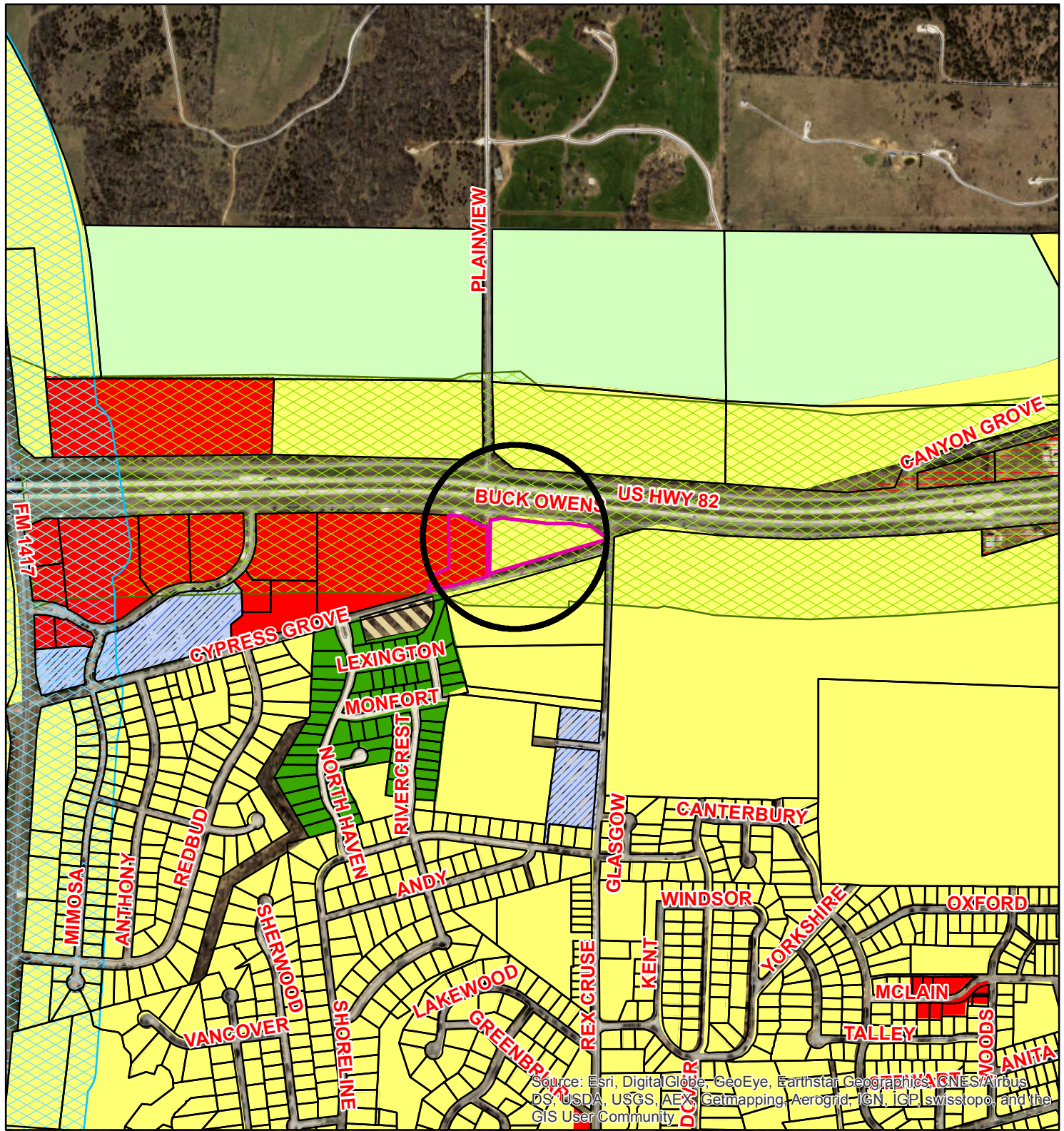
P&Z Communication



1700 Blk. W. U.S. Highway 82 Replat



1 in = 1,284 ft



Zoning - 1700 Block W. U.S. Highway 82 Replat

Legend

Transportation Corridors Overlay

HWY_NAME

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay

DISTRICT_NAME

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

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

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



NOT TO SCALE

1 in = 856 ft

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

1700 Blk. W. US Highway 82



STAFF REVIEW LETTER

October 12, 2016

TPJ Properties, LTD
P.O. Box 670
Sherman, TX 75091

SDB Partners, LLC
321 N. Highland Ave., Ste. 100
Sherman, TX 75092

Teague Nall & Perkins
1517 Centre Place Dr., Suite 320
Denton, TX 75205

Dear Applicants,

The request for approval of the Replat of Carrus Medical Plaza, being a Replat of Lot 5 of Carrus Medial Plaza and a 1.364 acre tract out of the Uriah Burns Survey, Abstract No. 121 has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 18, 2016 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit if required from the City of Sherman Engineering Department.
4. Detention in accordance with City criteria will be required as the site develops.
5. Water and sewer shall be extended to serve the development. Sewer capacity shall be verified for proposed use.
6. Remove Building Setback Lines from Plat.
7. Extend Easement along Cypress Grove Road.
8. Add Perimeter 10' Easement along the North and West sides of property.
9. 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.

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.

P&Z Meeting – October 18, 2016 – Replat – Carrus Medical Plaza, being a Replat of Lot 5 of Carrus Medical Plaza and a 1.364 acre tract out of the Uriah Burns Survey, Abstract No. 121

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott,
City Engineer

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Steve Ayers, Dir. Of Community and Support Services

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Don Keene, Asst. City Manager
Clay Barnett, Director of Public Works and Eng.



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

Agenda Item No. 13.

Meeting Date: 10/18/2016

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

*** 1700 BLOCK WEST U.S. HIGHWAY 82**

The request of TPJ Properties, LTD and SDB Partners LLC (Owners) and Teague, Nall & Perkins, Inc. (Engineer/Architect/Surveyor) concerning the property in the 1700 block of West U.S. Highway 82, being 3.770 acres in the Uriah Burns Survey, Abstract No. 121 and being all of Lot 5, Block 1 of the Replat of Carrus Medical Plaza, a Replat of Lot 2 of Post Oak Crossing East Addition as follows;

Planning and Zoning Commission

Replat of Carrus Medical Plaza, being a Replat of Lot 5 of Carrus Medical Plaza of a Replat of Lot 2 of Post Oak Crossing East Addition and a 1.364 acre tract out of the Uriah Burns Survey, Abstract No. 121

Background:

The property is located in the 1700 Block U.S. Highway 75 between Rex Cruse Drive and Post Oak Crossing. The property is zoned an R-1 (One Family Residential) District and C-1 (Retail Business) District and is located in the O-1 (75 & 82) Overlay District. The owners would like to replat the property into one lot for commercial development of a medical office building.

Adjacent Zoning:

R-1 (One Family Residential) District

C-1 (Retail Business) District

Origination:

TPJ Properties, LTD and SDB Partners LLC (Owners)
Teague, Nall & Perkins, Inc. (Engineer/Architect/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

Location Map

Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 5.

Meeting Date: 11/07/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Exception and Final Plat Approval for Sherman Crossroads Medical Addition in the Blalock Industrial Park; Heritage Development Partners, LLC and JRH Sherman, LLC, Owners; Brockett/Davis/Drake, Inc., Civil Engineers/Surveyor; under Ordinance No. 2252, Article IV, Section 410(2)(d) to allow Lot 1, Block 1 of the Proposed Sherman Crossroads Medical Addition to be 1.052 acres and Lot 2, Block 1 to be 2.00 acres in Lieu of Required Lot Area not to be Less than 25 acres in the Blalock Industrial Park at 115 and 209 West Travis Street

Issue:

Exception to Ordinance No. 2252 Article IV, Section 410 (2)(d) to allow Lot 1, Block 1 of the proposed Sherman Crossroads Medical Addition to be 1.052 acres and Lot 2, Block 1 to be 2.00 acres in lieu of required lot area not to be less than 25 acres in the Blalock Industrial Park and Final Plat approval of Sherman Crossroads Medical Addition at 115 and 209 West Travis Street

Background:

The property is located at 115 and 209 West Travis Street; the northwest corner of U.S. Highway 75 and West F.M. 1417 (Heritage Parkway). The property is located in the Blalock Industrial Park and also the Blalock Commercial Overlay District. A plat dedicating the right-of-way for the extension of Travis Street to the west and providing access to the Sherman Crossroads development was approved at the October 17, 2016, City Council Meeting.

The owners would like to plat the property into two lots for commercial development of a DaVita Medical Office Building and Crossroads Emergency Room in the Blalock Industrial Park.

Origination:

Heritage Development Partners, LLC and JRH Sherman, LLC (Owners)
Brockett/Davis/Drake, Inc. (Civil Engineer/Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the regular meeting on October 18, 2016, the Planning and Zoning Board voted 7/0 to approve the Exception and Final Plat subject to the Staff Review Letter and forward the request to the City Council.

Alternatives:

The City Council could deny the request.

Attachments

Location Map

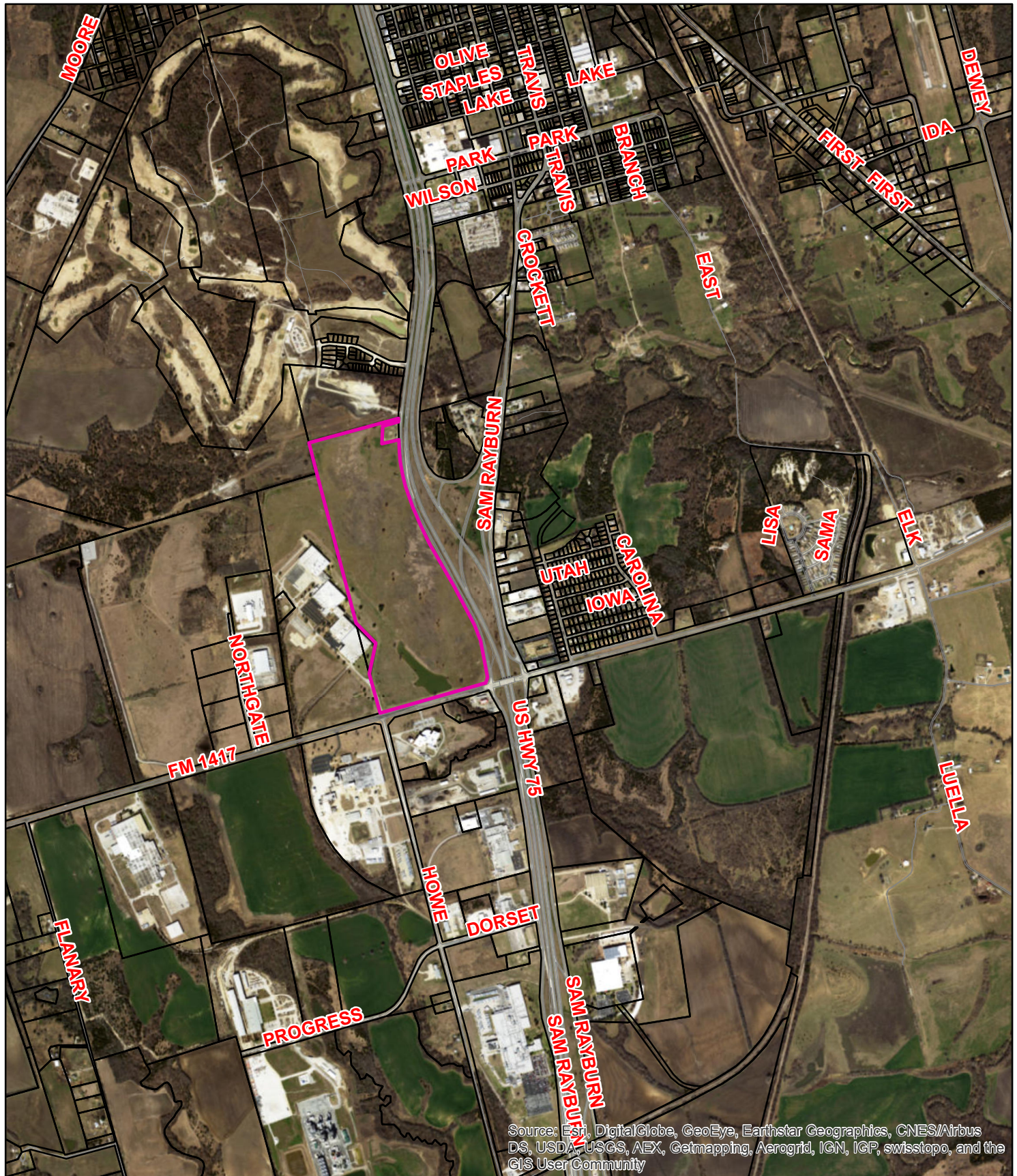
Zoning Map

Zoning Sign Photo

Final Plat

Staff Review Letter

P&Z Communication

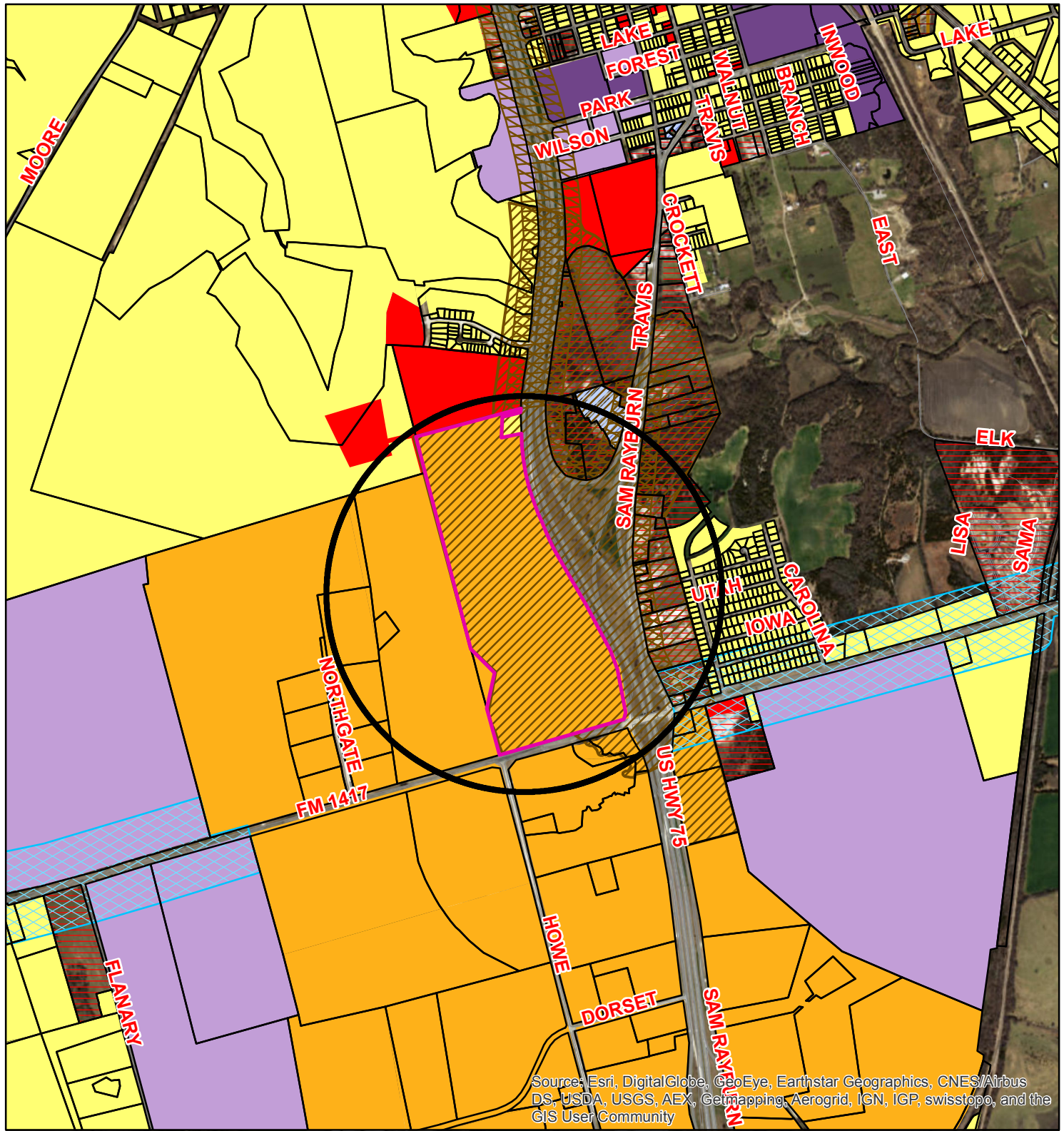


115 & 209 W. Travis



1 in = 1,926 ft

City of Sherman, Texas
Developmental Services Department



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

Zoning - 115 & 209 W. Travis

Legend

Transportation Corridors Overlay

HWY_NAME

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

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

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



NOT TO SCALE

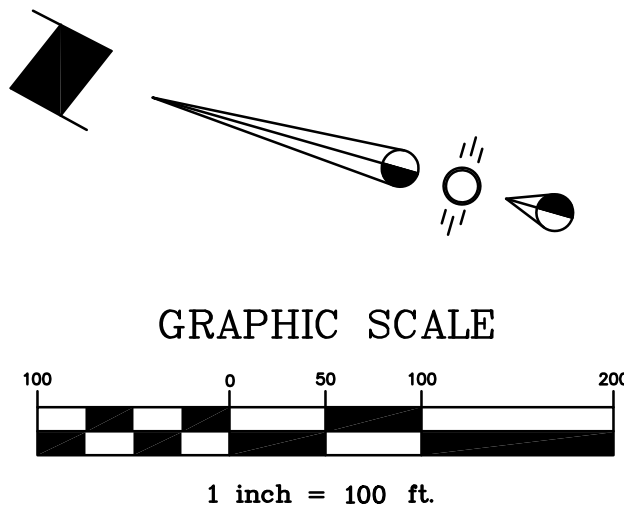
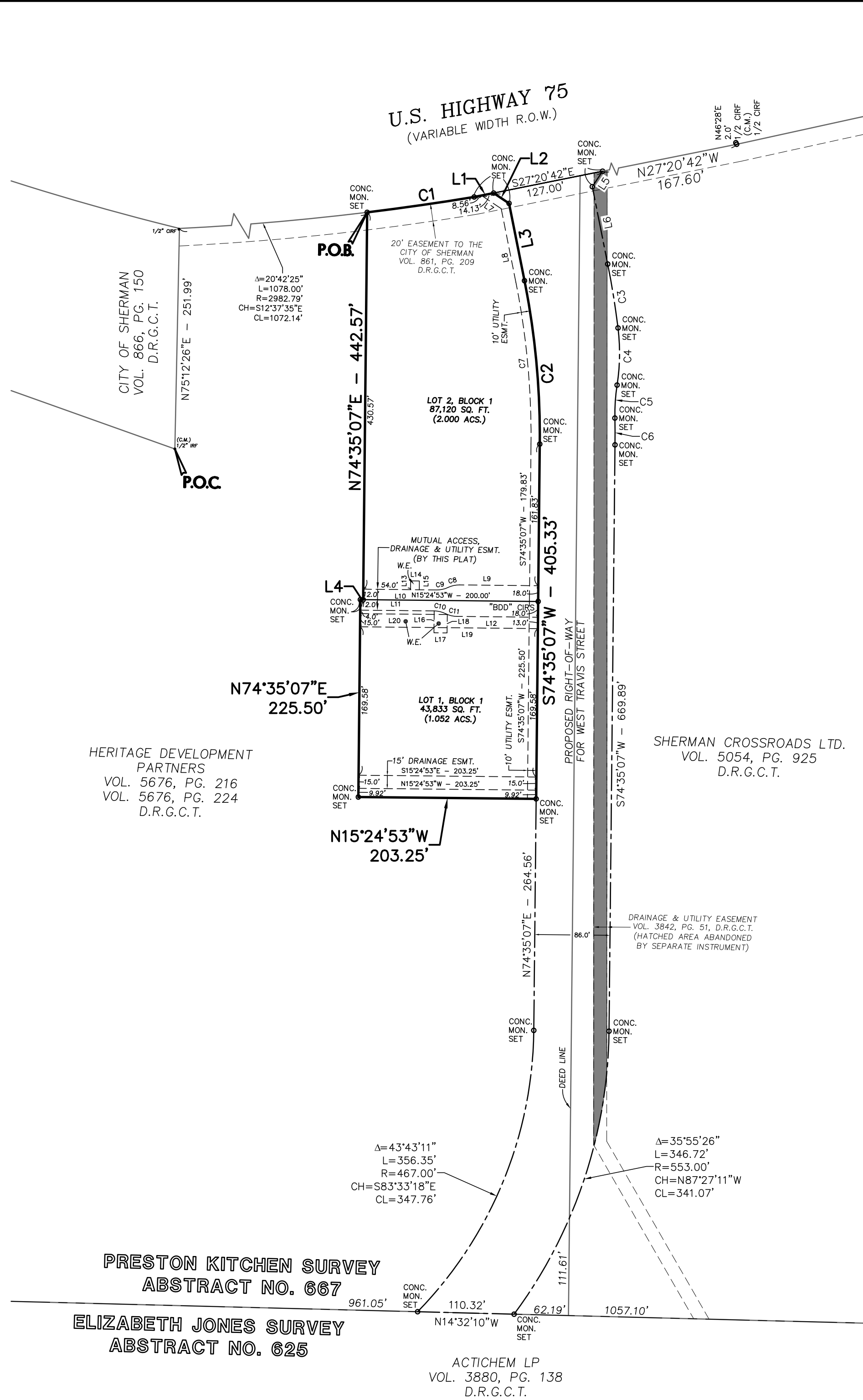
1 in = 1,712 ft

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

115 & 209 W. Travis Street





LEGEND	
○ ORF	CAPPED IRON ROD FOUND
○ ORF	"BOO" CAPPED IRON ROD SET
○ ORF	IRON ROD FOUND
— CONC. SET	3/4-INCH IRON ROD IN CONCRETE SET
— CONC. SET	POINT OF COMMENCING
— CONC. SET	POINT OF BEGINNING
— CONC. SET	RIGHT-OF-WAY
— CONC. SET	WATER EASEMENT
— CONC. SET	DEED RECORDS, GRAYSON COUNTY, TEXAS
— CONC. SET	TRACT LINE
— CONC. SET	BOUNDARY LINE

Line Table		
Line #	Direction	Length
L1	S27°20'42"E	22.70
L2	S17°41'14"W	21.20
L3	S62°43'11"W	90.08
L4	S15°24'53"E	3.25
L5	N72°18'46"W	21.23
L6	S62°43'11"W	90.19
L7	S17°41'14"W	27.04
L8	S62°43'11"W	85.94
L9	N15°24'53"W	90.00
L10	N15°24'53"W	83.85

Line Table		
Line #	Direction	Length
L11	S15°24'53"E	84.51
L12	S15°24'53"E	92.58
L13	N74°35'07"E	10.00
L14	S15°24'53"E	10.00
L15	S74°35'07"W	10.00
L16	S74°35'07"W	25.00
L17	S15°24'53"E	15.00
L18	N74°35'07"E	21.15
L19	N15°24'53"W	203.25
L20	S15°24'53"E	99.90

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	123.58	2982.79	2°22'26"	S24°10'01"E	123.57
C2	187.83	907.00	11°51'56"	S68°39'09"W	187.50
C3	73.91	1004.00	4°13'05"	S64°49'43"W	73.90
C4	65.48	235.00	15°57'57"	S74°55'15"W	65.27
C5	37.84	215.00	10°05'05"	S77°51'41"W	37.79
C6	30.61	993.00	1°45'58"	S73°42'07"W	30.61
C7	185.76	897.00	11°51'56"	S68°39'09"W	185.43
C8	13.53	30.00	25°50'17"	N28°20'16"W	13.41
C9	13.53	30.00	25°50'31"	N28°20'09"W	13.42
C10	13.53	30.00	25°50'31"	S02°29'38"E	13.42
C11	13.53	30.00	25°50'31"	S02°29'38"E	13.42

OWNER'S CERTIFICATE
STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS HERITAGE DEVELOPMENT PARTNERS, are owners of a 3.0063 acre tract of land situated in the Preston Kitchen Survey, Abstract Number 667, City of Sherman, Grayson County, Texas and being part of that tract of land conveyed to Heritage Development Partners by Special Warranty Deed, recorded in Volume 5676, Page 216 and Volume 5676, Page 224 of the Deed Records, Grayson County, Texas (D.R.G.C.T.), and also being part of that tract of land conveyed to Sherman Crossroads Ltd. by Special Warranty Deed with Vendor's Lien, recorded in Volume 5054, Pg. 925 (D.R.G.C.T.) and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found for the southwest corner of a tract of land conveyed to the City of Sherman, recorded in Volume 866, Page 150 (D.R.G.C.T.), same being in the North line of said Heritage Development Partners tract;

THENCE, N 75°12'26" E, along the South line of said City of Sherman tract and the North line of said Heritage Development Partners tract, a distance of 251.89 feet to a point for corner from which a 1/2-inch unreadable capped iron rod found bears N 71°10' W, 1.1 feet, said capped iron rod being the southeast corner of said City of Sherman tract and in the West line of Interstate Highway 75 (variable width R.O.W.) and a non-tangent curve to the left;

Along said non-tangent curve to the left and the West line of said Interstate Highway 75, same being the East line of said Heritage Development Partners tract, through a central angle of 20°42'25", an arc length of 1078.00 feet, having a radius of 2982.79 feet, and a chord bearing and distance of S 12°37'35" E, 1072.14 feet to a concrete monument set in a non-tangent curve to the left and the POINT OF BEGINNING;

Along said non-tangent curve to the left, through a central angle of 02°22'26", an arc length of 123.58 feet, having a radius of 2982.79 feet, and a chord bearing and distance of S 24°10'01" E, 123.57 feet to a concrete monument set for corner;

THENCE S 27°20'42" E, continuing along the West line of Interstate Highway 75, a distance of 22.70 feet to a concrete monument set for corner;

THENCE S 17°41'14" W, departing the West line of Interstate Highway 75, a distance of 21.20 feet to a concrete monument set for corner;

THENCE S 62°43'11" W, a distance of 90.08 feet to a concrete monument set at the beginning of a tangent curve to the right;

Along said tangent curve to the right, through a central angle of 11°51'56", an arc length of 187.83 feet, having a radius of 907.00 feet, and a chord bearing and distance of S 68°39'09" W, 187.50 feet to a concrete monument set for corner;

THENCE S 74°35'07" W, a distance of 405.33 feet to a concrete monument set for corner;

THENCE N 15°24'53" W, a distance of 203.25 feet to a concrete monument set for corner;

THENCE N 74°35'07" E, a distance of 225.50 feet to a concrete monument set for corner;

THENCE S 15°24'53" E, a distance of 3.25 feet to a concrete monument set for corner;

THENCE N 74°35'07" E, a distance of 442.57 feet to the POINT OF BEGINNING in the aforementioned West line of said Interstate Highway 75, containing 130,953 square feet or 3.0063 acres of land, more or less.

OWNER'S CERTIFICATE OF DEDICATION:
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That HERITAGE DEVELOPMENT PARTNERS, acting by and through its duly authorized agent, does hereby adopt this plat designating the herein described real property as SHERMAN CROSSROADS MEDICAL, an addition to the City of Sherman, Grayson County, Texas, Being 3.0063 acres situated in and being a portion of the Preston Kitchen Survey, Abstract No. 667, City of Sherman, Grayson County, Texas and does hereby dedicate to the public's use forever, the streets, alleys, parks, right-of-ways, school sites and other public places, easements shown thereon.

WITNESS, my hand at _____ County, Texas, this ____ day of _____, 2016.

HERITAGE DEVELOPMENT PARTNERS

Authorized Agent

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me by the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2016.

Notary Public in and for the State of Texas

My Commission Expires On:

STATE OF TEXAS
COUNTY OF GRAYSON

KNOW ALL MEN BY THESE PRESENTS:

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

Registered Professional Land Surveyor, No. 4625
June, 2016

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me by the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2016.

Notary Public in and for the State of Texas

My Commission Expires On:

STATE OF TEXAS
COUNTY OF GRAYSON

Approved this ____ day of _____, 2016, by the
City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman Secretary

Accepted by the City Council of the City of Sherman:

Mayor Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing final plat of SHERMAN CROSSROADS MEDICAL to the City of Sherman was submitted to the City Council on the ____ day of _____, 2016, 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 not the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this ____ day of _____, A.D. 2016.

City Clerk, City of Sherman, Texas

FINAL PLAT
SHERMAN CROSSROADS MEDICAL
LOTS 1 & 2, BLOCK 1

AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
BEING A PORTION OF A 44.830 ACRE TRACT
AND BEING SITUATED IN THE
PRESTON KITCHEN SURVEY, ABSTRACT NO. 667
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

SURVEYORS:

OWNER:
HERITAGE DEVELOPMENT PARTNERS
2600 N. U.S. HIGHWAY 75
SHERMAN, TEXAS 75090

BROCKETTE/DAVIS/DRAKE, INC.
Civil & Structural Engineering Surveying
4144 North Central Expressway, Suite 1100
Dallas, Texas 75204
(214) 824-3647
fax (214) 824-7064

PURPOSE OF PLAT:

To plat two lots.

NOTES:

- No portion of the subject property lies within any area of 100-year flood according to FEMA's Flood Insurance Rate Map, Community-Panel No. 485509 0405 F, dated September 29, 2016. Property is in Zone X.
- Bearings are based upon the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83), North Central Zone 4202.

© Copyright 2016 Brockette/Davis/Drake, Inc. All Rights Reserved.
This drawing is the property of Brockette/Davis/Drake, Inc.
Any modification or use of this drawing without the express written authorization of Brockette/Davis/Drake, Inc. is prohibited.

STAFF REVIEW LETTER

October 12, 2016

Heritage Development Partners
2600 N. U.S. Hwy 75
Sherman, TX 75090

Brockette/Davis/Drake, Inc.
4144 North Central Expressway, Suite 1100
Dallas, TX 75204

Dear Applicants,

The request for approval of the Final Plat of Sherman Crossroads Medical, Lots 1 & 2, Block 1 has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 18, 2016 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

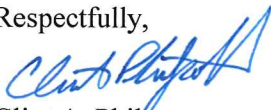
City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit if required from the City of Sherman Engineering Department.
4. Detention in accordance with City criteria will be required as the site develops.
5. Water and sewer shall be extended to serve the development. Sewer capacity shall be verified for proposed use.
6. Add 10' Easement along the North line of property.
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.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott,
City Engineer

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Steve Ayers, Dir. Of Community and Support Services

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Don Keene, Asst. City Manager
Clay Barnett, Director of Public Works and Eng.



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

Agenda Item No. 8.

Meeting Date: 10/18/2016

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

115 & 209 W. TRAVIS STREET

The request of Heritage Development Partners, LLC and JRH Sherman, LLC (Owners) and Brockett/Davis/Drake, Inc. (Civil Engineer/Surveyor) concerning the property at 115 and 209 West Travis Street, being 3.0063 acres in the Preston Kitchen Survey, Abstract No. 667, in Tract 4 of the Blalock Industrial Park, as follows:

Planning and Zoning Commission

- Exception to Ordinance No. 2252 Article IV, Section 410 (2)(d) to allow Lot 1, Block 1 of the proposed Sherman Crossroads Medical Addition to be 1.052 acres and Lot 2, Block 1 to be 2.00 acres in lieu of required lot area not to be less than 25 acres in the Blalock Industrial Park.
- Final Plat approval of Sherman Crossroads Medical Addition.

Background:

The property is located at 115 and 209 West Travis Street; the northwest corner of U.S. Highway 75 and West F.M. 1417 (Heritage Parkway). The property is located in the Blalock Industrial Park and also the Blalock Commercial Overlay District. A plat dedicating the right-of-way for the extension of Travis Street to the west and providing access to the Sherman Crossroads development was approved at the September 20, 2016 Planning and Zoning Commission Meeting.

The owners are requesting an exception to the Blalock Industrial Park Ordinance for lot size and to plat the property into two lots for commercial development of two medical facilities.

Adjacent Zoning:

C-1 (Retail Business) District
R-1 (One Family Residential) District
Blalock Industrial Park

Origination:

Heritage Development Partners, LLC and JRH Sherman, LLC (Owners)
Brockett/Davis/Drake, Inc. (Civil Engineer/Surveyor)

Master Plan Designation:

Suburban Commercial - Suburban character primarily from reduced site coverage relative to more auto-oriented commercial development. Especially at key community entries and along high-profile corridors, may also involve other criteria to yield less intensive and more attractive development outcomes relative to auto-oriented areas, including higher standards for landscaping (along street frontages and within parking areas), signs, and building design. Range of commercial retail and service uses, at varying scales and intensities depending on the site

Development Types

- Office (both multi-story buildings and small-scale office uses depending on the site)
- Planned development to accommodate custom site designs or mixing of uses in a Suburban character setting
- Public/institutional uses
- Parks and public spaces

Characteristics

- May exclude some auto-oriented uses that, by their very nature, cannot achieve a Suburban character (e.g., vehicle sales, truck stops, etc.).
- Near residential properties and areas, the permitted scale and intensity of non-residential uses should be limited to ensure compatibility (including adequate buffering/screening, criteria for placement and orientation of buildings and parking areas, height limits, and “residential-in-appearance” architectural standards).

More opportunity for natural and/or swale drainage (and storm water retention/absorption) versus concentrated storm water conveyance in auto-oriented areas.

Number of notices mailed:

39

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Plat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 6.

Meeting Date: 11/07/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Site Plan Approval for Crossroads Emergency Room in the Blalock Industrial Park; Heritage Development Partners, LLC and JRH Sherman, LLC, Owners; Brockette/Davis/Drake, Inc., Civil Engineers/Surveyor; Yeatts Architecture, PLLC, Architect; and The Beech Group, Construction Manager; under Ordinance No. 2252, Article IV, Section 410(2)(j) for the Construction of Crossroads Emergency Room in the Blalock Industrial Park at 115 West Travis Street

Issue:

Site plan approval for Crossroads Emergency Room in the Blalock Industrial Park

Background:

The property is located at 115 West Travis Street; the northwest corner of U.S. Highway 75 and West F.M. 1417 (Heritage Parkway). The property is located in the Blalock Industrial Park and also the Blalock Commercial Overlay District. An exception and conceptual site plan approval to allow a medical hospital was granted at the July 6, 2015, City Council Meeting. A conceptual master plan for the Sherman Crossroads was approved at the August 17, 2015, City Council Meeting; the master plan included retail sites with a movie theater, hotel and medical center. A plat dedicating the right-of-way for the extension of Travis Street to the west and providing access to the Sherman Crossroads development was approved at the September 20, 2016 Planning and Zoning Commission Meeting.

The owners would like to construct a one-story, 8,715 square foot, 24-hour emergency medical center on the lot. The exterior of the building will be plaster, brick and stone veneer. Parking will be provided for forty-four (44) spaces.

Origination:

Heritage Development Partners, LLC and JRH Sherman, LLC (Owners)
Brockette/Davis/Drake, Inc. (Civil Engineer/Surveyor)
Yeatts Architecture, PLLC (Architect)
The Beech Group (Construction Manager)

Financial Consideration:

None

Staff Recommendation:

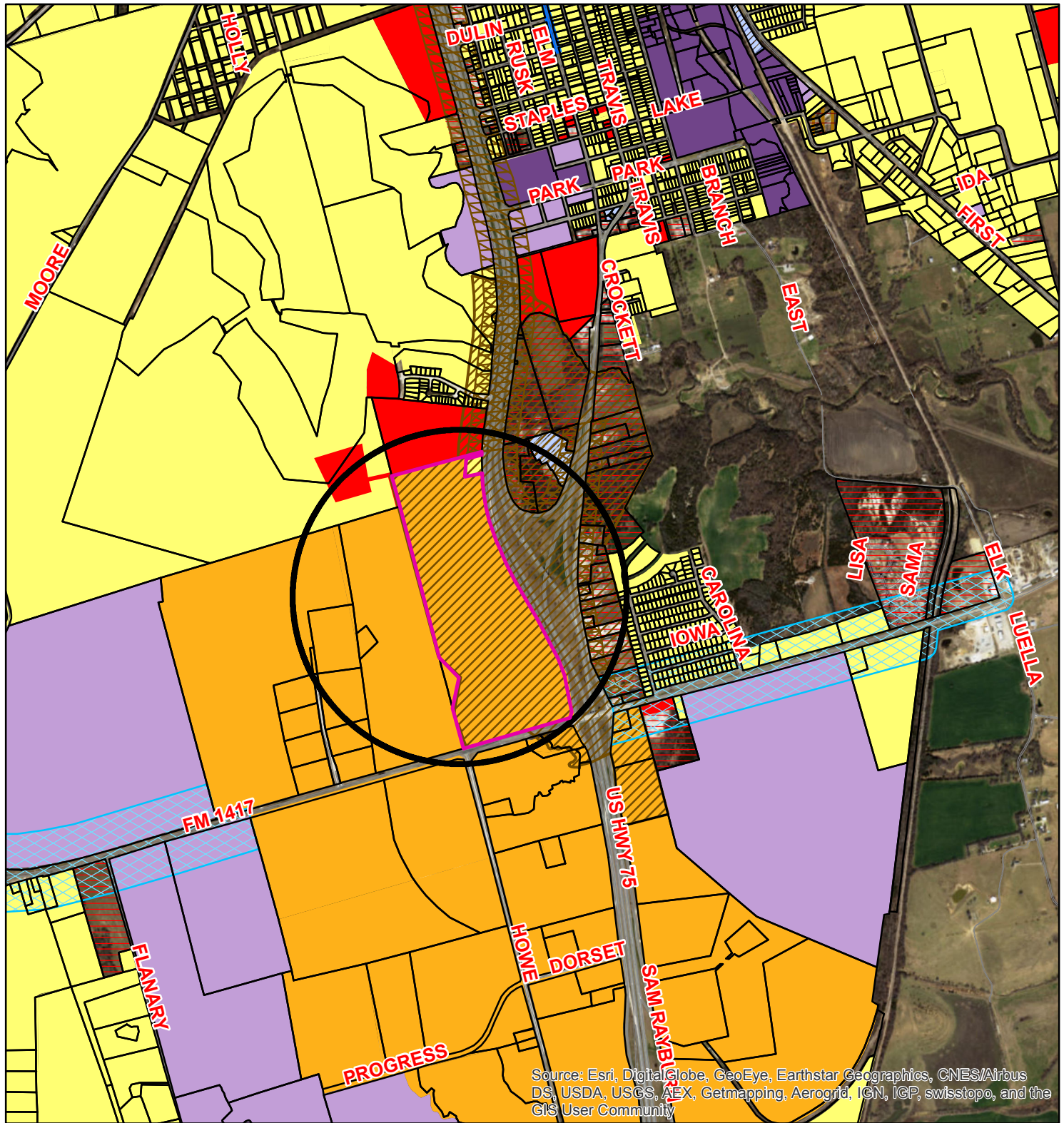
At the regular meeting on October 18, 2016, the Planning and Zoning Board voted 7/0 to approve the Site Plan subject to the Staff Review Letter and forward the request to the City Council.

Alternatives:

The City Council could deny the request.

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Site Plan
Elevations
Landscape Plan
Staff Review Letter
P&Z Communication



Zoning - 115 W. Travis

Legend

Transportation Corridors Overlay		DISTRICT_NAME	
FM 1417		Arts and Cultural District	
Sam Rayburn Freeway		Ballock Commercial Overlay District	
US Hwy 82 and 75		Central Business District	
		College Park District	
		Downtown Overlay District	
		Historic Preservation District	
Special Districts Overlay		Zoning Districts	
		Representation: ShermGIS.DBO.ZoningDistrict_Rep	
		Unknown	
		BIP Ballock 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	

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 2,000 ft

115 & 209 W. Travis Street



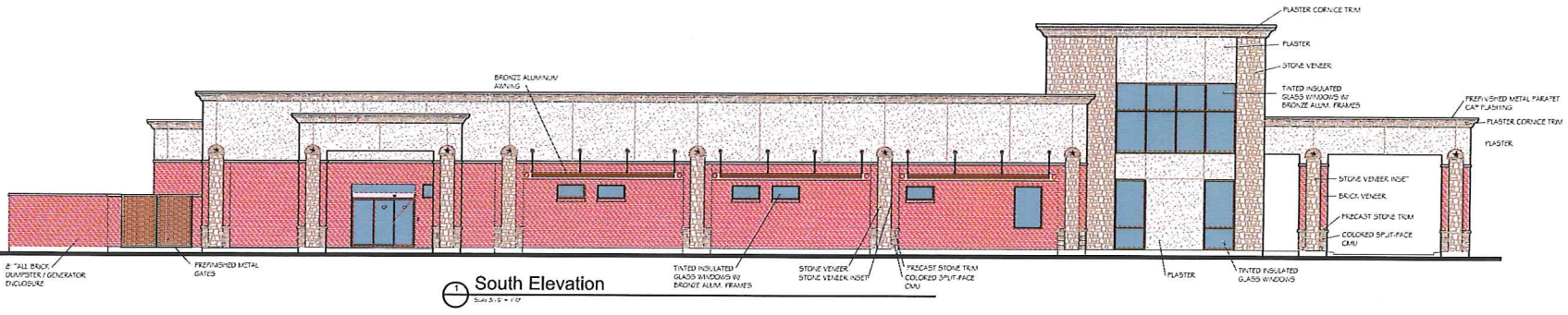
job number:
2016.01
date:
SEPTEMBER 22, 2016
issued:
REVIEW
SEPTEMBER 22, 2016

A New Freestanding Emergency Medical Center
SHERMAN EMERGENCY ROOM
Highway 75 at South Travis Street
Sherman, TX

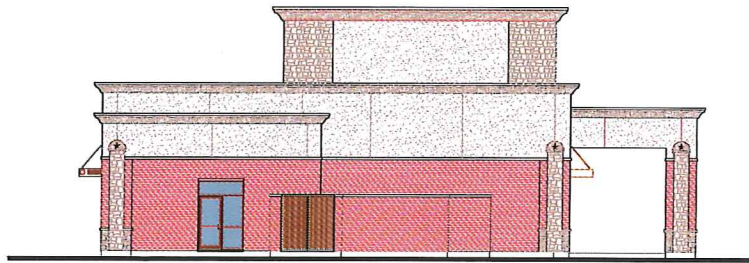
YEATIS
ARCHITECTURE, PLLC
1000 E. Main Street
Sherman, TX 79150
714.551.5418 • Fax 817.331.8781
email: yeatis@yeatisarchitecture.com

drawing
ELEVATIONS

A-2
of



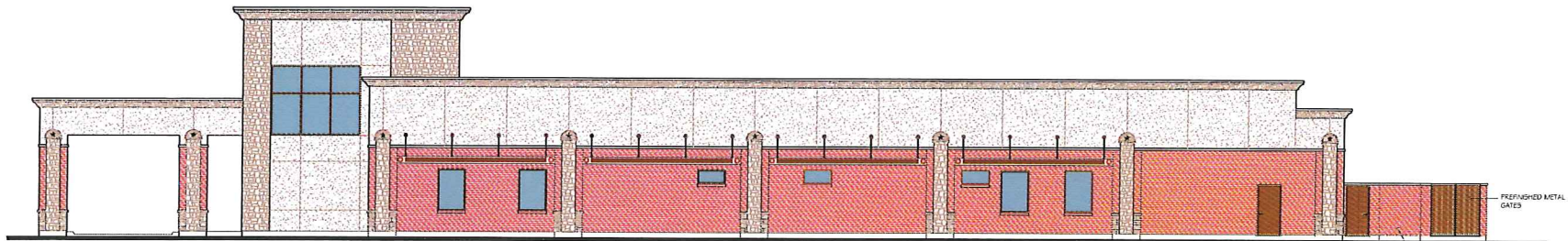
South Elevation
Scale: 3/8" = 1'-0"



West Elevation
Scale: 3/8" = 1'-0"

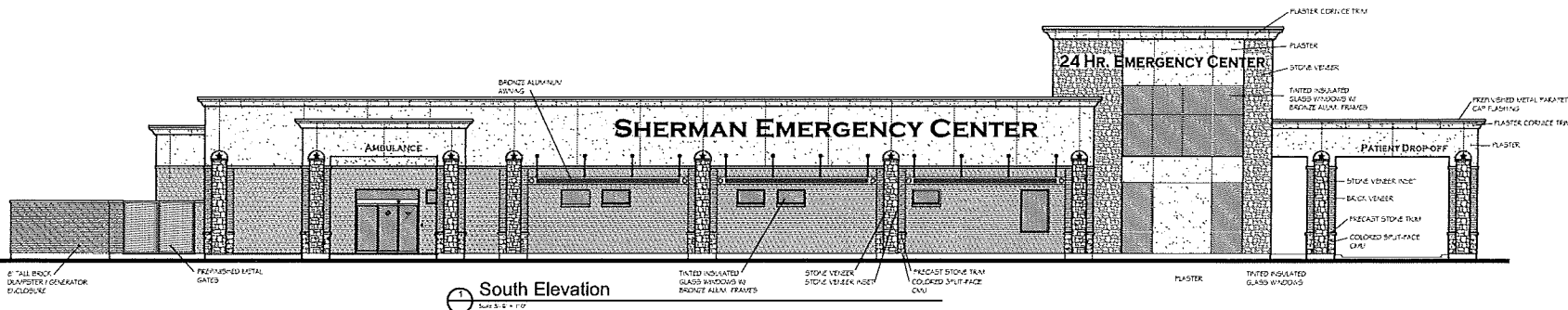


East Elevation
Scale: 3/8" = 1'-0"

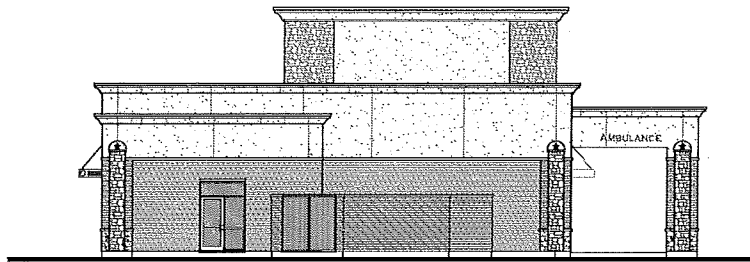


North Elevation
Scale: 3/8" = 1'-0"

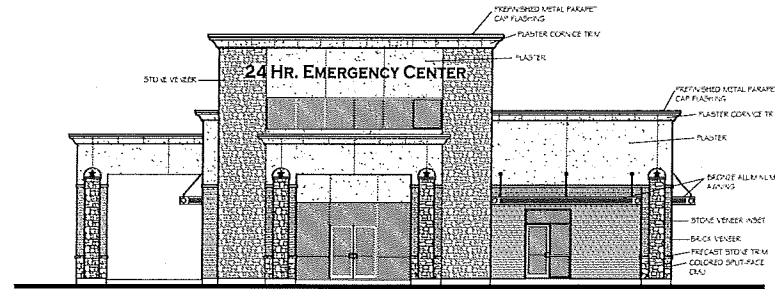
Sherman Points	
Points required: less than 10,000 s.f.	8 points
Four sided architecture	4 points
Controlled entry	2 points
Canopies / Porches	2 points
Vertical elements	2 points
Architectural details	2 points
Other points	10 points



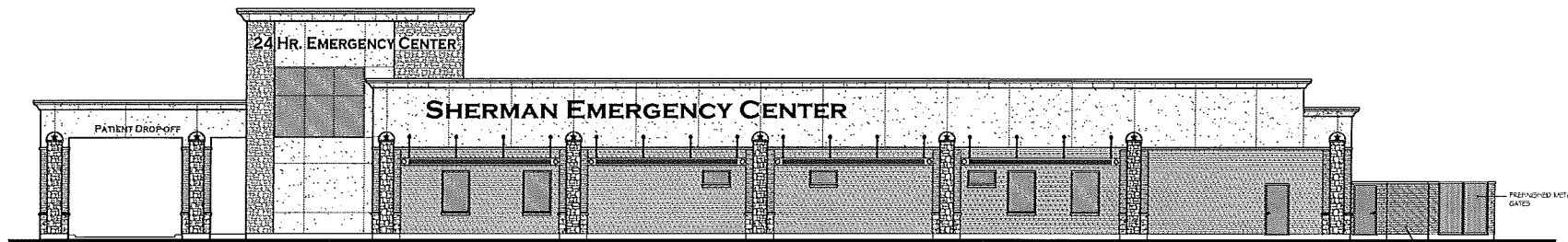
South Elevation
Scale: 1/8\"/>



West Elevation
Scale: 1/8\"/>



East Elevation
Scale: 1/8\"/>



North Elevation
Scale: 1/8\"/>

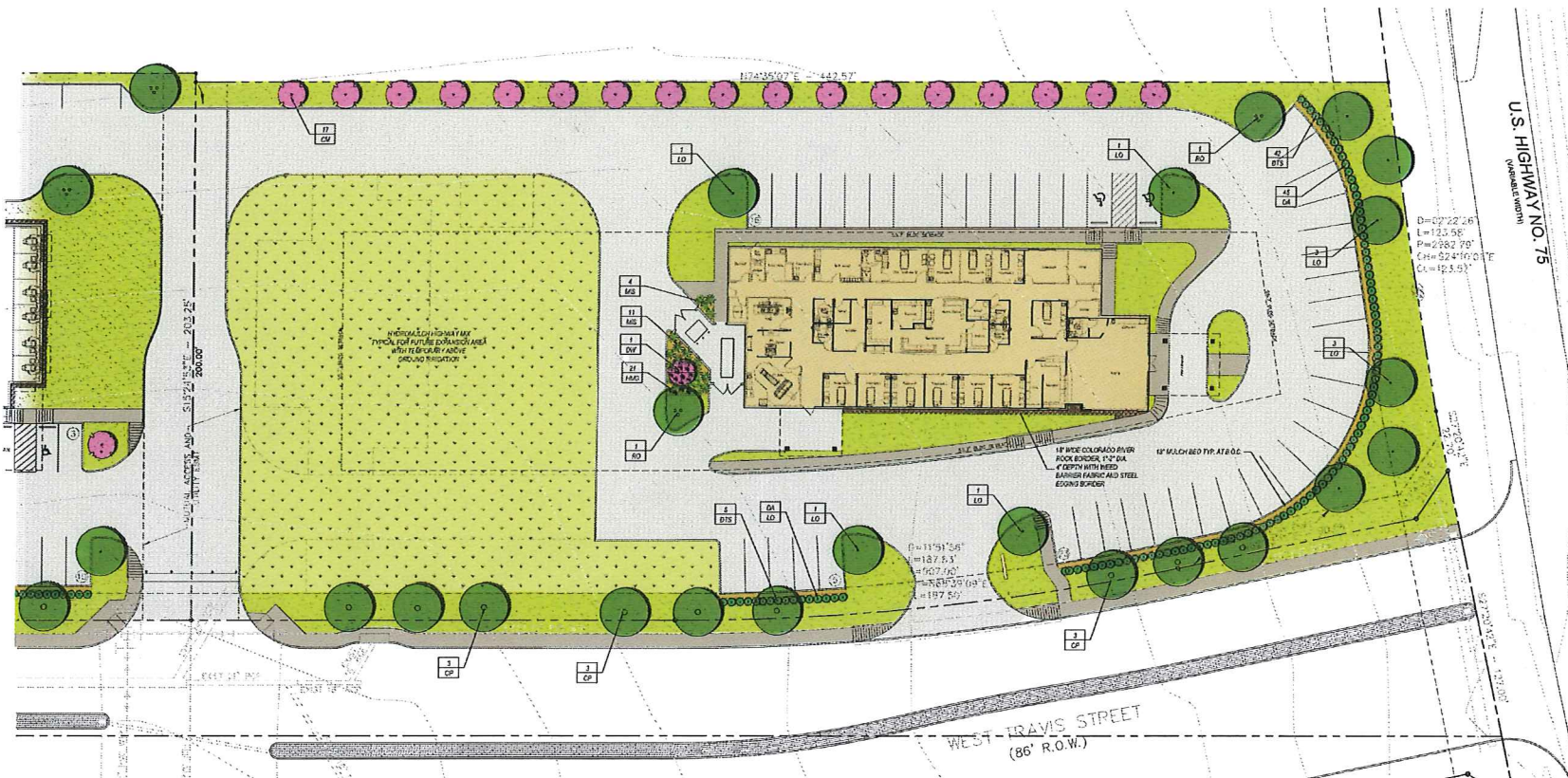
job number:
201601
date:
SEPTEMBER 21, 2016
issued:
REVIEW
SEPTEMBER 21, 2016

A New Freestanding Emergency Medical Center
SHERMAN EMERGENCY ROOM
Highway 75 at South Travis Street
Sherman, TX

YEATTS ARCHITECTURE, PLLC
2014 White Oak Drive
Houston, Texas 77057
Phone: 281.890.8800
email: gerald@yeattsarchitecture.com

drawing
ELEVATIONS

A-2
of
3



LANDSCAPE NOTES

1. Contractor shall verify all existing and proposed site elements and verify. Avoided any discrepancies. Survey date of existing conditions was applied by others.
2. Contractor shall locate all existing underground utilities and verify. Avoided any discrepancies. Contractor shall excavate and install a new underground utility. Contractor shall coordinate all required landscape and irrigation permits.
3. Contractor is responsible for clearing all required landscape and irrigation permits.
4. Contractor to provide a minimum 2% slope away from all structures.
5. All planting beds and lawn areas to be prepared by area grading. No less to be installed adjacent to any existing or future.
6. All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and frost sensors.
7. All lawn areas to be hydromulch Bermudagrass, unless otherwise noted in the drawings.

MAINTENANCE NOTES

1. The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of the landscape.
2. All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, weeding, watering and other such activities necessary to maintain the landscape.
3. All landscape areas shall be kept free of trash, debris, weeds and other such materials which may be detrimental to the landscape.
4. All plant material shall be maintained in a healthy and growing condition as appropriate for the season of the year.
5. All plant material which dies shall be replaced with plant material of equal or better form.
6. Contractor shall provide a maintenance schedule for one year's maintenance in light of the drawings.

GENERAL LAWN NOTES

1. Fine grass areas to achieve final contours indicated on site plans.
2. All grass areas to achieve positive drainage away from buildings. Provide uniform grading at top and bottom of slopes and other levels in grass. Correct irregularities or areas where water may stand.
3. All lawn areas to receive seed and shall be in a maximum of 1" below final final grade. Contractor to coordinate operations with onsite Construction Manager.
4. Irrigated seed shall be evenly distributed from the center, bottom and ends, free from lumps, clumps, debris, weeds, rocks, vegetation, debris, including top soil and shall be done in color.
5. All lawn areas to be hydromulch Bermudagrass completely seeded, not 1/4 inch grade approved by the Owner's Construction Manager or Architect prior to installation.
6. All rocks 24" diameter and larger, all stumps, stumps, stumps, etc. shall be removed prior to planting seed and any steel fasteners shall be removed.
7. Contractor shall provide 11" one inch of irrigation spaced at all areas to receive lawn.

HIGHWAY MAX LAWN NOTES

1. Installation of seeding grasses to be performed by hydromulching.
2. Provide a hydromulch cap per Hydromulch Method.
3. Final grades to be smooth and level free of ruts, rocks over 1" and shall have no rocks or vegetation.
4. Install the following mix of the specified rates:
 - Sodasod Grass 5 lbs/acre
 - Blue Grass 40 lbs/acre
 - Buffon Grass 40 lbs/acre
 - Green Spring 5 lbs/acre
 - Limon 5 lbs/acre

HYDROMULCH NOTES

1. All lawn areas to be hydromulch Bermudagrass, unless otherwise noted in the drawings.
2. Contractor shall verify, if known all areas to be hydromulched to a minimum depth of 4" prior to final and hydromulch installation.
3. Bermudagrass seed shall be evenly distributed and shall be delivered to the site in its original unopened container, and shall meet Texas State Law requirements.
4. Seed shall be evenly distributed (100%) percent West Calhoun River, delivered to the site in its original unopened container. Contractor to verify.
5. Fiber Tack. Shall be delivered to the site in its original unopened container, and shall be "Tack-Tack" one, as manufactured by Growers, Inc., or equal.
6. Hydromulch with Bermudagrass seed at a rate of 100 pounds per acre and 1000 square feet.
7. Use a 4" fiber tack one at each area.
8. If rainfall occurs between September 1 and April 1, all hydromulch areas to be hydromulched at a rate of 100 pounds per acre and 1000 square feet. Contractor shall be required to hydromulch with Bermudagrass the following growing season.
9. In the event of dry grass in necessary due to time of year installation, water be the responsibility of the contractor in early spring, bag cleanup, and water to a depth of 1" prior to permanent lawn grass installation.
10. All lawn areas to be hydromulched, shall have one hundred (100%) percent coverage prior to final acceptance.
11. Contractor shall maintain all lawn areas until final acceptance. This shall include but not be limited to: mowing, edging, weeding, fertilizing, watering and applying seed and fiber tack to keep plants in a vigorous, healthy condition.
12. Contractor shall guarantee a replacement of acceptable lawn area and shall provide replacement from local supply as necessary.

PLANT LIST

QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
17	CM	Orange Myrtle Tree	Laportea myrsinoides	7 ft.	container grown, 34 cans, no stress rating
8	CP	Orange Myrtle	Laportea myrsinoides	2' cal	848, 17 ft. 4" 8" spread min.
1	DS	Orange Myrtle	Laportea myrsinoides	8 ft.	848, 17 ft. 4" 8" spread min.
13	LO	Orange Myrtle	Laportea myrsinoides	2' cal	848, 17 ft. 4" 8" spread min.
2	RD	Orange Myrtle	Laportea myrsinoides	2' cal	848, 17 ft. 4" 8" spread min.

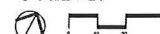
QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
45	DA	Dwarf Florida Sweet Gum	Albizia julibrissin	3 ft.	container, 1/2 plant, 30" cal.
47	DS	Dwarf Florida Sweet Gum	Albizia julibrissin	3 ft.	container, 1/2 plant, 30" cal.
21	HAS	Dwarf Florida Sweet Gum	Albizia julibrissin	3 ft.	container, 1/2 plant, 30" cal.
15	BS	Dwarf Florida Sweet Gum	Albizia julibrissin	3 ft.	container, 1/2 plant, 30" cal.

QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
		Common Bermudagrass	Cynodon dactylon	hybrid	hydromulch, refer to notes

NOTE: Plant list to be used by contractor. Contractor shall verify all quantities on plan. All heights and spread are minimums. All plant material shall meet or exceed minimums as indicated. All areas to be landscaped shall be finished within 10 days.

01 LANDSCAPE PLAN

SCALE: 1"=20'



SMR
10/10/2016
10/10/2016
10/10/2016
10/10/2016

LANDSCAPE PLAN

CROSSROADS EMERGENCY ROOM

CROSSROADS BUSINESS PARK

CITY OF SHERMAN, TEXAS

BROCKETTE/DAVIS/DRAKE, INC.

consulting engineers

Civil & Structural Engineering, Surveying

Texas Registered Engineering Firm, License

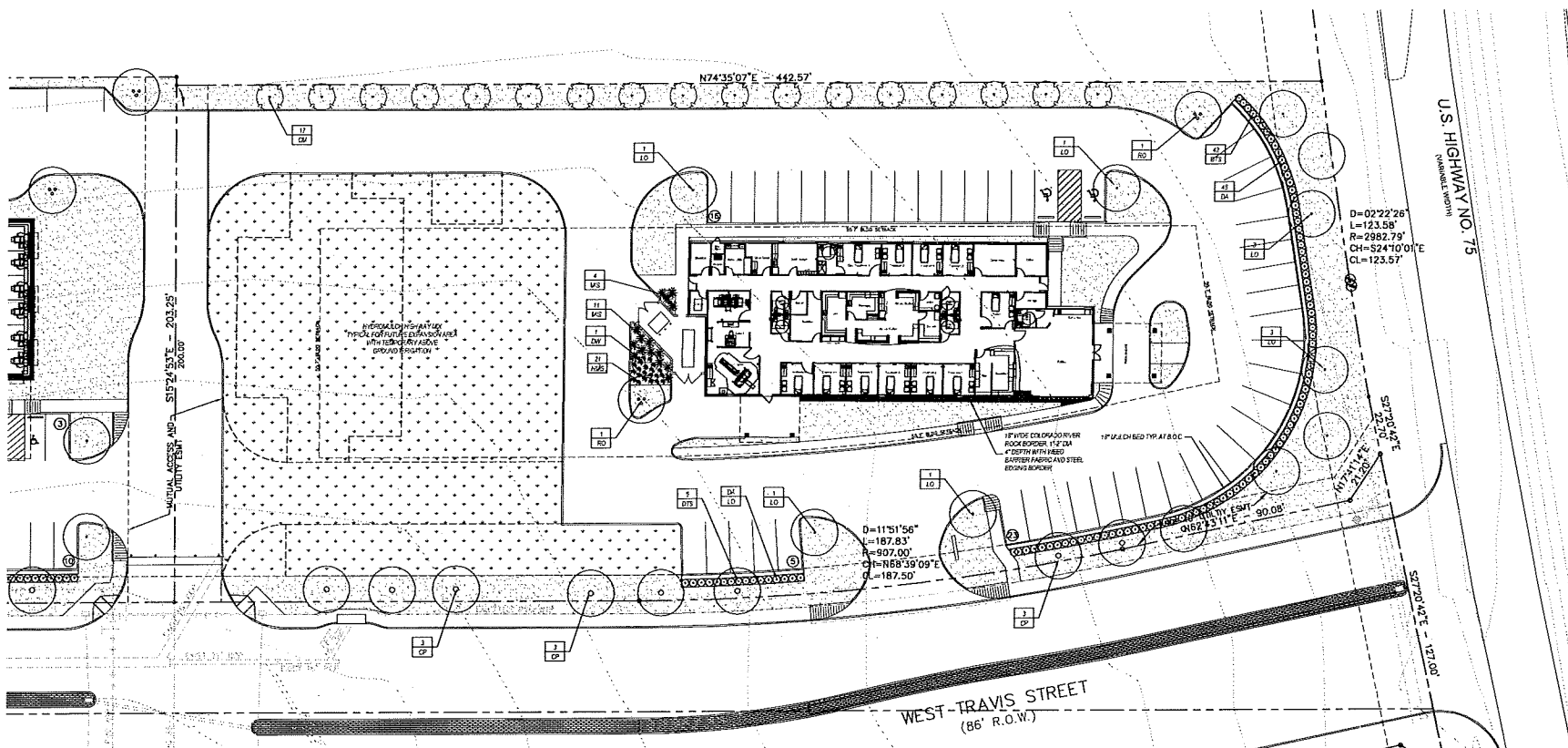
4144 North Central Expressway, Suite 1100

Dallas, Texas 75204

(214) 824-8567 fax (214) 824-7049

DESIGNED: BDA DRAWN: BDA DATE: 09/27/16 SCALE: 1"=20' NOTES: BDD FILE: L1.1 SHEET NO. 11

11/1/16



LANDSCAPE NOTES

1. Contractor shall verify all existing and proposed site elements and notify a schedule of any discrepancies. Survey data of existing conditions shall be supplied by owner.
2. Contractor shall locate all existing underground utilities and notify all third parties of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
3. Contractor is responsible for obtaining all required landscape and irrigation permits.
4. Contractor to provide a minimum 2% slope away from all structures.
5. All parking areas and lawn areas to be separated by steel edging. No steel to be installed adjacent to sidewalks or curbs.
6. All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include one and three inch lines.
7. All lawn areas to be Hydroponic Bermudagrass, unless otherwise noted on the drawings.

MAINTENANCE NOTES

1. The Owner, owner 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, edging, weeding, fertilizing, watering, and other such activities common to landscape maintenance.
3. All landscape areas shall be kept free of trash, litter, 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 appropriate for the location of the plant.
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. Five grade areas to achieve final contours indicated on site plans.
2. All grass to be maintained in a neat and orderly manner. Provide uniform mowing at top and bottom of areas and other breaks in grade. Control irregularities and areas where water stands.
3. All lawn areas to remain bare soil and shall be a maximum of 1" below final finish grade. Contractor to coordinate operations with owner's Construction Manager.
4. Invert topography shall be noted. Filler soil from the region known as bottom and end of the lawn shall be used. Sub-drainage must include, vegetation, irrigation, and other such activities common to landscape maintenance.
5. All lawn areas to be five grade. Irrigation trenches completely sealed, and shall be approved by the Owner's Construction Manager in a written prior to installation.
6. All areas 3'-4' diameter and larger, 6" or more, shall, unless noted, be installed by the Contractor prior to paving topsoil and any lawn installation.
7. Contractor shall provide (1) one inch of imported topsoil on all areas to be installed lawn.

HIGHWAY MIX LAWN NOTES

1. Installation of lawn grasses to be performed by hydro-seeding.
2. Provide a hydro-mulch cap per Hydro-mulch Notes.
3. Final grasses to be sown and seed rate of 100 lbs. per acre and shall have no rain or irrigation.
4. Install the following mix at the specified rate:
- Bluegrass: 15 lbs/acre
- Bluegrass: 15 lbs/acre
- Bluegrass: 15 lbs/acre
- Bluegrass: 15 lbs/acre
- Bluegrass: 15 lbs/acre
- Bluegrass: 15 lbs/acre
- Bluegrass: 15 lbs/acre
- Bluegrass: 15 lbs/acre
- Bluegrass: 15 lbs/acre
- Bluegrass: 15 lbs/acre

HYDRO-MULCH NOTES

1. All lawn areas to be Hydro-mulch Bermudagrass, unless otherwise noted on drawings.
2. Contractor shall verify, top, bottom and areas to be hydro-mulched to a minimum depth of 4" prior to topsoil and hydro-mulch installation.
3. Bermudagrass seed shall be sown and spread evenly and shall be delivered to the site in its original unopened container and shall meet Texas State Law requirements.
4. Fiber: Shall be one hundred (100%) percent 100% Causal Fiber, delivered to the site in its original unopened container. Covered in a bag.
5. Fiber: Shall be one hundred (100%) percent 100% Causal Fiber, delivered to the site in its original unopened container. Covered in a bag.
6. Hydro-mulch with Bermudagrass seed at a rate of 100 lbs. per acre thousand (1000) square feet.
7. Use a 4'x8' fiber board against all back areas.
8. If installation occurs between September 1 and April 1, all hydro-mulch areas to be 100% Bermudagrass, at a rate of 100 lbs. per acre thousand (1000) square feet. Contractor shall be required to hydro-mulch and Bermudagrass the following growing season.
9. In the event no grass is necessary, due to time of year installation it shall be the responsibility of the contractor to supply existing grass, dry, dormant, and sown to a depth of 1" prior to permanent lawn grass installation.
10. All lawn areas to be hydro-mulched, shall have one hundred (100%) percent coverage prior to final acceptance.
11. Contractor shall maintain all lawn areas until final acceptance. This shall include but not be limited to: mowing, watering, weeding, edging, covering and replacing dead or bare areas to keep grass in a vigorous, healthy condition.
12. Contractor shall provide a schedule of an acceptable lawn and shall provide maintenance from final acceptance to final acceptance.

PLANT LIST

QUANTITY	TYPE	COMMON NAME	SCIENTIFIC NAME	SIZE	REMARKS
17	DM	Chaga Maple Tree	Liquidambar styraciflua	7' ft.	container, 3-5 years, no cross crotch
9	DM	Chinese Elm	Ulmus parviflorus	7' ft.	8-10' to 12' to 14' to 16' to 18' to 20' to 22' to 24' to 26' to 28' to 30' to 32' to 34' to 36' to 38' to 40' to 42' to 44' to 46' to 48' to 50' to 52' to 54' to 56' to 58' to 60' to 62' to 64' to 66' to 68' to 70' to 72' to 74' to 76' to 78' to 80' to 82' to 84' to 86' to 88' to 90' to 92' to 94' to 96' to 98' to 100' to 102' to 104' to 106' to 108' to 110' to 112' to 114' to 116' to 118' to 120' to 122' to 124' to 126' to 128' to 130' to 132' to 134' to 136' to 138' to 140' to 142' to 144' to 146' to 148' to 150' to 152' to 154' to 156' to 158' to 160' to 162' to 164' to 166' to 168' to 170' to 172' to 174' to 176' to 178' to 180' to 182' to 184' to 186' to 188' to 190' to 192' to 194' to 196' to 198' to 200' to 202' to 204' to 206' to 208' to 210' to 212' to 214' to 216' to 218' to 220' to 222' to 224' to 226' to 228' to 230' to 232' to 234' to 236' to 238' to 240' to 242' to 244' to 246' to 248' to 250' to 252' to 254' to 256' to 258' to 260' to 262' to 264' to 266' to 268' to 270' to 272' to 274' to 276' to 278' to 280' to 282' to 284' to 286' to 288' to 290' to 292' to 294' to 296' to 298' to 300' to 302' to 304' to 306' to 308' to 310' to 312' to 314' to 316' to 318' to 320' to 322' to 324' to 326' to 328' to 330' to 332' to 334' to 336' to 338' to 340' to 342' to 344' to 346' to 348' to 350' to 352' to 354' to 356' to 358' to 360' to 362' to 364' to 366' to 368' to 370' to 372' to 374' to 376' to 378' to 380' to 382' to 384' to 386' to 388' to 390' to 392' to 394' to 396' to 398' to 400' to 402' to 404' to 406' to 408' to 410' to 412' to 414' to 416' to 418' to 420' to 422' to 424' to 426' to 428' to 430' to 432' to 434' to 436' to 438' to 440' to 442' to 444' to 446' to 448' to 450' to 452' to 454' to 456' to 458' to 460' to 462' to 464' to 466' to 468' to 470' to 472' to 474' to 476' to 478' to 480' to 482' to 484' to 486' to 488' to 490' to 492' to 494' to 496' to 498' to 500' to 502' to 504' to 506' to 508' to 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STAFF REVIEW LETTER

October 12, 2016

Heritage Development Partners, LLC
2600 N. U.S. Highway 75
Sherman, TX 75090

JRH Sherman LLC
4560 Beltline Rd., Suite 400
Addison, TX 75001

Brockette/Davis/Drake, Inc.
Jim Riley
4144 North Central Expressway, Suite 1100
Dallas, TX 75204

Sherman FEC Real Estate
C/O Peter Kloppers, CPA
123 N. Rusk
Sherman, TX 75090

Yeatts Architecture, PLLC
2914 White Oak Drive
Houston, TX 77007

The Beech Group
407 E. Louisiana Street
McKinney, TX 75069

Dear Applicants,

The request for site plan approval for the construction of Crossroads Emergency Room in the Blalock Industrial Park for the property located at 115 West Travis Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 18, 2016 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 or U.S. Highway 75 access road 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 Final Plat of the Sherman Crossroads Medical Addition, Lots 1 & 2, Block 1 shall be filed at the Grayson County Courthouse allowing the mutual access, drainage and utility easement before a building permit will be issued.
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. Development Agreement required for Public Infrastructures.
11. Detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
12. The location of trash receptors must be approved by the Director of Public Works.

13. New Drive approaches shall conform to City of Sherman standards and a permit is required.
14. Water and sewer shall be extended to serve the development.
15. Internal water and sewer lines will be privately owned and maintained.

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

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

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

Respectfully,



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

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

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Dir. Of Community and Support Services
Amber Doan, Engineering Coordinator



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

Agenda Item No. 9.

Meeting Date: 10/18/2016

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

115 W. TRAVIS STREET

The request of Heritage Development Partners, LLC and JRH Sherman, LLC (Owners), Brockett/Davis/Drake, Inc. (Civil Engineer/Surveyor), Yeatts Architecture, PLLC (Architect) and The Beech Group (Construction Manager) concerning the property at 115 West Travis Street, being 2 acres in the Preston Kitchen Survey, Abstract No. 667 and being the proposed Lot 2, Block 1 of the Sherman Crossroads Medical Addition 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 the construction of Crossroads Emergency Room in the Blalock Industrial Park.

Background:

The property is located at 115 West Travis Street; the northwest corner of U.S. Highway 75 and West F.M. 1417 (Heritage Parkway). The property is located in the Blalock Industrial Park and also the Blalock Commercial Overlay District. An exception and conceptual site plan approval to allow a medical hospital was granted at the July 6, 2015, City Council Meeting. A conceptual master plan for the Sherman Crossroads was approved at the August 17, 2015, City Council Meeting; the master plan included retail sites with a movie theater, hotel and medical center. A plat dedicating the right-of-way for the extension of Travis Street to the west and providing access to the Sherman Crossroads development was approved at the September 20, 2016, Planning and Zoning Commission Meeting.

The owners would like to construct a one-story 8,715 square foot 24-hour emergency medical center on the lot. The exterior of the building will be plaster, brick and stone veneer. Parking will be provided for forty-four (44) spaces.

Adjacent Zoning:

C-1 (Retail Business) District
R-1 (One Family Residential) District
Blalock Industrial Park

Origination:

Heritage Development Partners, LLC and JRH Sherman, LLC (Owners)
Brockett/Davis/Drake, Inc. (Civil Engineer/Surveyor)
Yeatts Architecture, PLLC (Architect)
The Beech Group (Construction Manager)

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

Development Types

- Office (both multi-story buildings and small-scale office uses depending on the site)
- Planned development to accommodate custom site designs or mixing of uses in a Suburban character setting
- Public/institutional uses
- Parks and public spaces

Characteristics

- May exclude some auto-oriented uses that, by their very nature, cannot achieve a Suburban character (e.g., vehicle sales, truck stops, etc.).
- Near residential properties and areas, the permitted scale and intensity of non-residential uses should be limited to ensure compatibility (including adequate buffering/screening, criteria for placement and orientation of buildings and parking areas, height limits, and “residential-in-appearance” architectural standards).

More opportunity for natural and/or swale drainage (and storm water retention/absorption) versus concentrated storm water conveyance in auto-oriented areas.

Number of notices mailed:

39

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Elevations

Landscape Plan

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 7.

Meeting Date: 11/07/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Site Plan Approval for DaVita Medical Office Building in the Blalock Industrial Park; Heritage Development Partners, LLC and JRH Sherman, LLC, Owners; Brockett/Davis/Drake, Inc., Civil Engineers/Surveyor; Lonestar Architecture, Architect; and Harkinson Investment Corporation, Developer; under Ordinance No. 2252, Article IV, Section 410(2)(j) for the Construction of DaVita Medical Office Building in the Blalock Industrial Park at 209 West Travis Street

Issue:

Site plan approval for the construction of DaVita Medical Office Building in the Blalock Industrial Park at 209 West Travis Street

Background:

The property is located at 209 West Travis Street; the northwest corner of U.S. Highway 75 and West F.M. 1417 (Heritage Parkway). The property is located in the Blalock Industrial Park and also the Blalock Commercial Overlay District. An exception and conceptual site plan approval to allow a medical hospital was granted at the July 6, 2015 City Council Meeting. A conceptual master plan for the Sherman Crossroads was approved at the August 17, 2015 City Council Meeting; the master plan included retail sites with a movie theater, hotel and medical center. A plat dedicating the right-of-way for the extension of Travis Street to the west and providing access to the Sherman Crossroads development was approved at the September 20, 2016 Planning and Zoning Commission Meeting.

The owners would like to construct a one-story, 7,500 square foot medical office building on the lot. The exterior of the building will be brick and stone veneer. Parking will be provided for thirty-nine (39) spaces.

Origination:

Heritage Development Partners, LLC and JRH Sherman, LLC (Owners)
Brockett/Davis/Drake, Inc. (Civil Engineer/Surveyor)
Lonestar Architecture (Architect)
Harkinson Investment Corporation (Developer)

Financial Consideration:

None

Staff Recommendation:

At the regular meeting on October 18, 2016, the Planning and Zoning Board voted 7/0 to approve the site plan subject to the Staff Review Letter and forward the request to the City Council.

Alternatives:

The City Council could deny the request.

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Site Plan
Elevations
Landscape Plan
Staff Review Letter
P&Z Communication

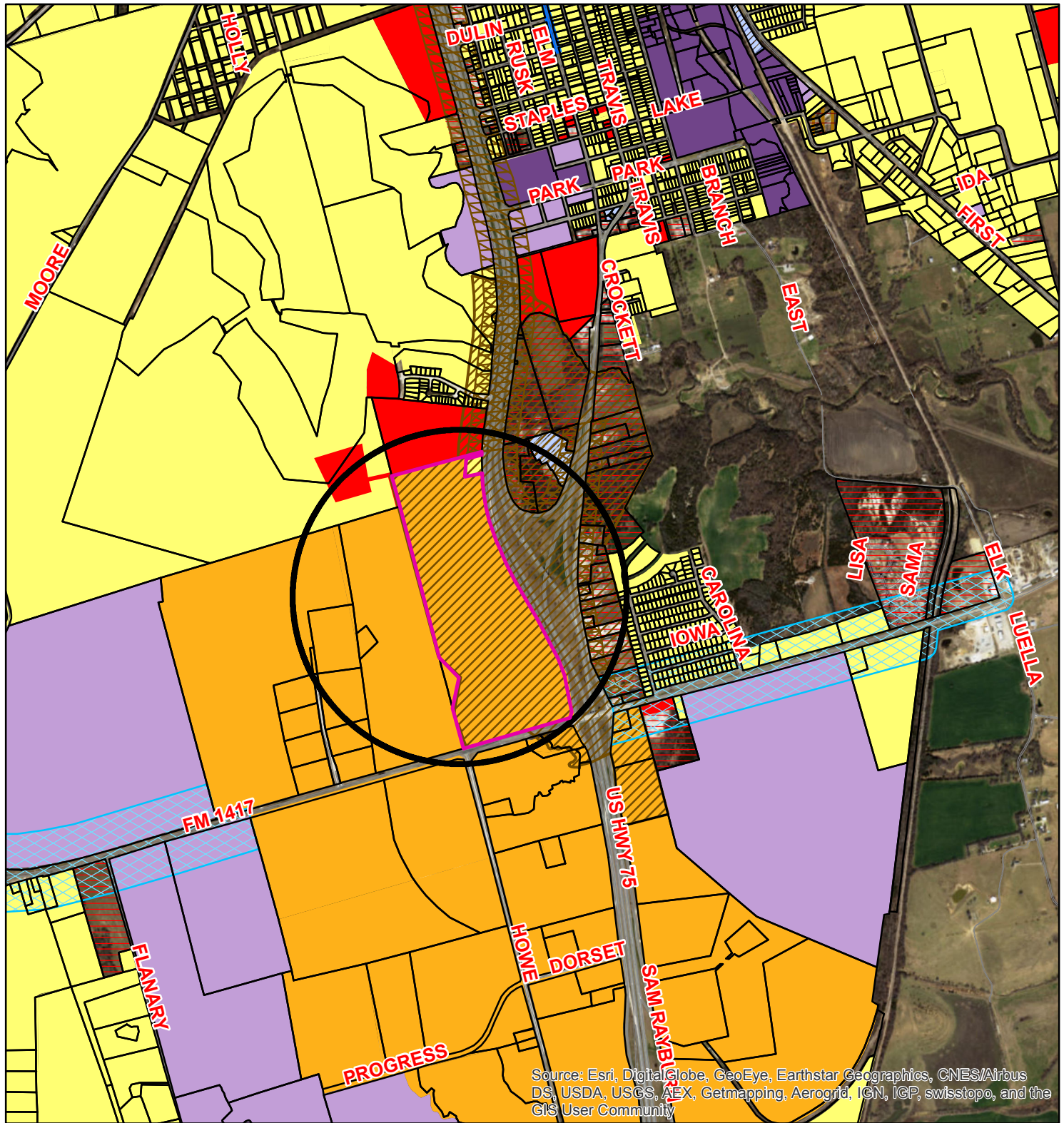


209 W. Travis



1 in = 2,000 ft

City of Sherman, Texas
Developmental Services Department



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

Zoning - 209 W. Travis

Legend

Transportation Corridors Overlay
HWY_NAME
 FM 1417
 Sam Rayburn Freeway
 US Hwy 82 and 75
Special Districts Overlay

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

Unknown
 BIP Blalock Industrial Park
 C-1 Retail Business District

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



NOT TO SCALE

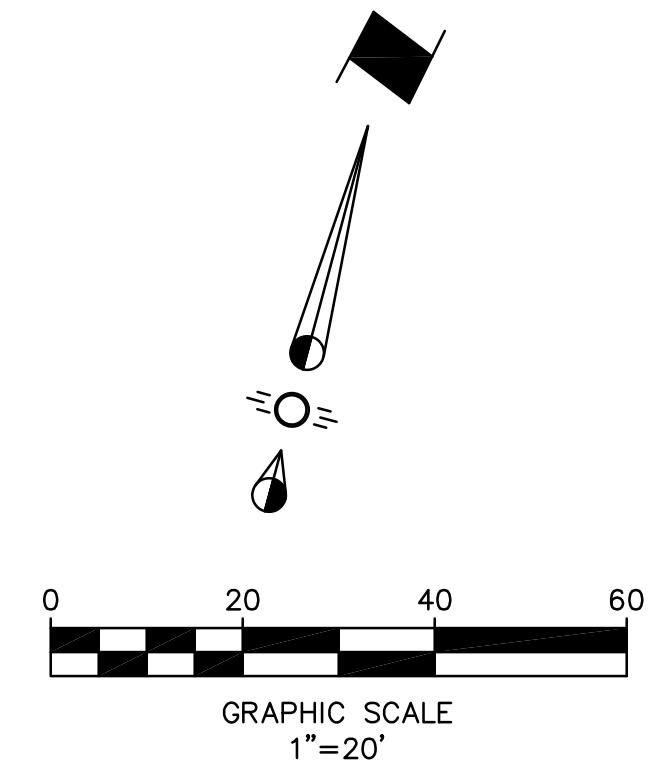
1 in = 2,000 ft

Sherman
 CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
 Developmental Services Department

115 & 209 W. Travis Street





LEGEND

	- PROPOSED FIRE LANE
	- PROPOSED FLATWORK

SITE PLAN

DAVITA MO.B.

LOT 1, BLOCK 1 SHERMAN CROSSROADS MEDICAL

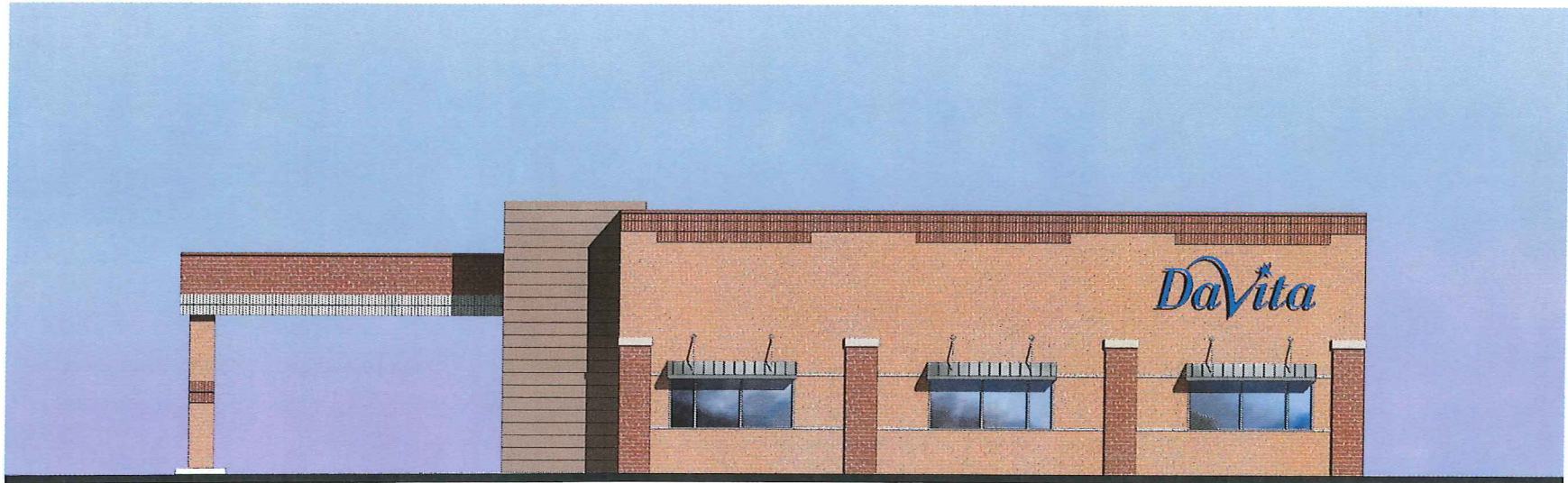
AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
AND BEING SITUATED IN THE
PRESTON KITCHEN SURVEY, ABSTRACT NO. 667
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

E N G I N E E R S :

BROCKETTE/DAVIS/DRAKE, INC.
Civil & Structural Engineering Surveying
4144 North Central Expressway, Suite 1100
Dallas, Texas 75204
(214) 824-3647,
fax (214) 824-7064

D E V E L O P E R :

on Investment Corporation
Beltline Road, Suite 400
Addison, Texas 75001
(972) 934-8414



East Elevation

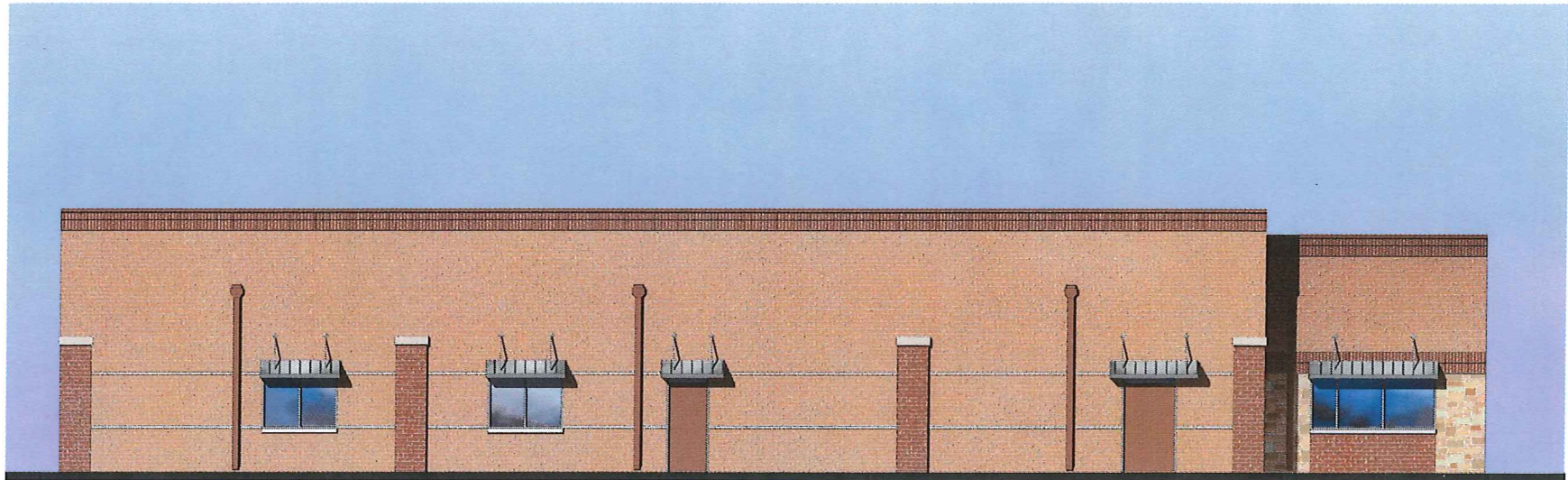


South Elevation

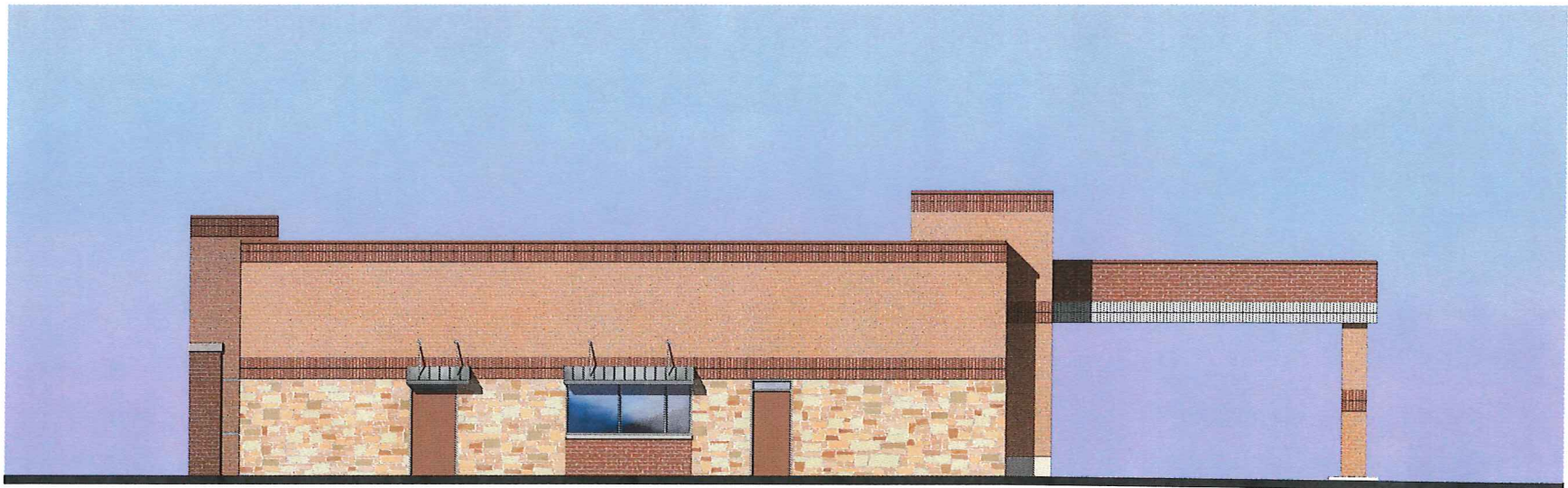


PROPOSED ELEVATIONS
SHERMAN CROSSROADS
SHERMAN, TX
24 SEPT 2016 N.T.S.





North Elevation



West Elevation

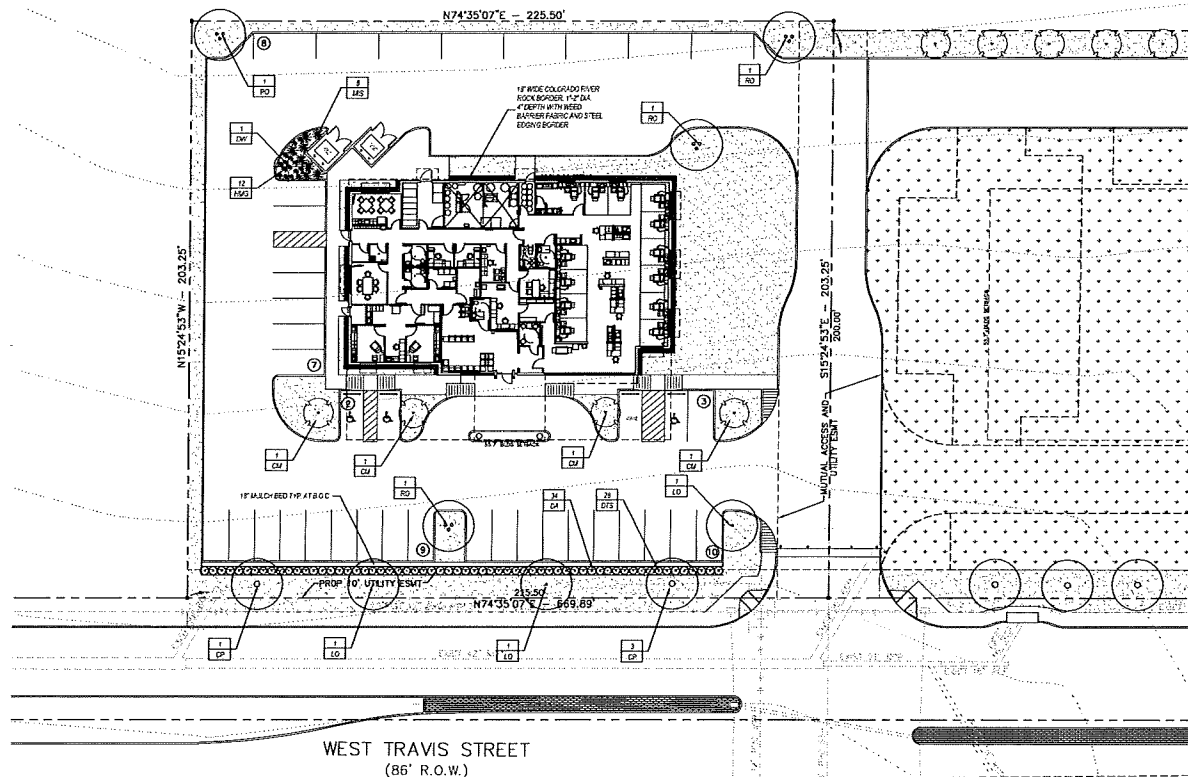


PROPOSED ELEVATIONS
SHERMAN CROSSROADS
SHERMAN, TX
24 SEPT 2016 N.T.S.





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LANDSCAPE NOTES

1. Contractor shall verify all existing and proposed trees are accurate and verify location of any discrepancies. Survey data of existing conditions was supplied by owner.
2. Contractor shall locate all existing underground utilities and verify location of any conflicts. Contractor shall excavate and install new underground utilities.
3. Contractor is responsible for obtaining all required landscape and irrigation permits.
4. Contractor to provide a minimum 24 inch gap between all structures.
5. All planting beds and lawn areas to be separated by steel edging. No soil to be installed adjacent to sidewalk or curbs.
6. All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and freeze sensors.
7. All lawn areas to be Sod 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, litter, 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 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 landscape maintenance for one year after completion to begin after final acceptance.

GENERAL LAWN NOTES

1. Fine grade areas to achieve final contours indicated on soil plans.
2. Adjust contours to achieve gradual change away from buildings. Provide uniform mounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where areas may exist.
3. All lawn areas to receive soil shall also be left in a minimum of 1" below final finish grade. Contractor to coordinate appearance with owner.
4. Irrigated (lawn) shall be received, planted and watered from the region known as "lawn" and shall be kept in good condition. Lawn shall be kept in good condition, including mowing, watering, fertilizing, and other such activities common to lawn maintenance.
5. All lawn areas to be fine grade, irrigation trenches completely sealed, and final grade approved by the Owner's Construction Manager or a third party prior to installation.
6. All areas 3" or more and larger, all areas, and all areas shall be kept in good condition prior to planting and all areas shall be kept in good condition.
7. Contractor shall provide (1) one inch of imported topsoil or all areas to receive lawn.

HYDRONULCH NOTES

1. All lawn areas to be Hydronulch Bermudagrass, unless otherwise noted on the drawings.
2. Contractor shall verify topsoil areas to be hydronulched to a minimum depth of 4" prior to topsoil and hydronulch installation.
3. Hydronulch seed shall be extra high and treated lawn type and shall be delivered to the site in its original unopened container, and shall meet Texas State Law requirements.
4. Fiber: Shall be one hundred (100%) percent White Calcium Fiber delivered to the site in its original unopened container. Can be used as a soil amendment.
5. Fiber: Shall be one hundred (100%) percent White Calcium Fiber delivered to the site in its original unopened container. Can be used as a soil amendment.
6. Hydronulch with Bermudagrass seed at a rate of two (2) pounds per one thousand (1000) square feet.
7. Use a 4-1/2" barrel spreader at all times.
8. Fertilizer for areas between September 1 and April 1, all hydronulch areas to be 100% Hydronulch, at a rate of four (4) pounds per one thousand (1000) square feet. Contractor shall be required to hydronulch and Bermudagrass the following growing season.
9. In the event the grass is necessary due to time of year installation it shall be the responsibility of the contractor to keep existing grass, lay down, and water to the depth of 1" prior to permanent lawn grass installation.
10. All lawn areas to be hydronulched shall have one hundred (100%) percent coverage area of final acceptance.
11. Contractor shall maintain all lawn areas and final acceptance. The final acceptance shall not be subject to mowing, watering, fertilizing, and other such activities common to lawn maintenance.
12. Contractor shall guarantee a final acceptance of all areas and shall provide replacement from local supply as necessary.

PLANT LIST

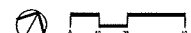
QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
4	OV	Orange Mistle Tree	Lagerströmia indica 'Tanger'	7 ft.	considerable growth, 3-5 years, no cross culling
2	CP	Old Iron Tree	Rhus glabra	7 ft.	8-10 ft. 4-6' spread
1	OV	Orange Mistle Tree	Chrysopsis indica	8 ft.	8-10 ft. 4-6' spread
2	LO	Live Oak	Quercus agrifolia	7 ft.	8-10 ft. 4-6' spread
4	RO	Red Oak Shrub	Quercus agrifolia	7 ft.	8-10 ft. 4-6' spread

QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
14	DA	Decorative Florida Orange	Flora indica 'Orange' Shrub	3 gal.	considerable growth, 3-5 years, no cross culling
18	UTS	Decorative Florida Orange	Flora indica 'Orange' Shrub	3 gal.	considerable growth, 3-5 years, no cross culling
12	FM	Decorative Florida Orange	Flora indica 'Orange' Shrub	3 gal.	considerable growth, 3-5 years, no cross culling
4	MS	Decorative Florida Orange	Flora indica 'Orange' Shrub	3 gal.	considerable growth, 3-5 years, no cross culling

QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
		Common Bermudagrass	Cynodon dactylon	Hydro	Hydronulch, refer to notes

NOTE: Plant list is an all-inclusive list. Contractor shall verify all quantities on plan. All hydro and irrigation are indicated. All plants listed shall meet or exceed minimums as indicated. All trees to be planted shall be in the following sizes:

01 LANDSCAPE PLAN
SCALE: 1"=20'



SMR
Brockette/Davis/Drake, Inc.
17000 10th Street
Dallas, Texas 75227
Tel: 214/750-1000
Fax: 214/750-1001
Email: info@bdr.com



LANDSCAPE PLAN

DAVITA M.O.B.

CROSSROADS BUSINESS PARK

CITY OF SHERMAN, TEXAS

BROCKETTE/DAVIS/DRAKE, INC.

consulting engineers

Civil & Structural Engineering, Surveying

Texas Registered Engineering Firm, E-844

4144 North Central Expressway, Suite 1100

Dallas, Texas 75204

(214) 824-3447 Fax (214) 824-7084

DESIGNED	DRAWN	DATE	SCALE	NOTES	FILE	SHEET NO.
BDA	BDA	09/27/16	1"=20'	BDD		L.11

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4.4. **CONCLUSIONS AND RECOMMENDATIONS**

Free to building requirements

1.2 DESCRIPTION OF WORK

specifications and landscaping.

1. Planting (trees, shrubs, and grass)
2. Soil preparation and fertilization
3. Notification of sources
4. Water and maintenance until final acceptance

1.3 REFERENCE STANDARDS

- A. American Standard for Nursery Stock published by American Association of Nurserymen, 27 October 1992. Edition by American National Standards Institute, Inc. (Z93.1) - plant material.
- B. American Joint Committee on Horticultural Nomenclature. 1942 Edition of Standardized Plant Names.
- C. Texas Association of Nurserymen, Grades and Standards.

1.4 NOTIFICATION OF SOLICITORS

- A. The Contractor shall, within 10 days following acceptance of bid, notify the Architect/Owner of the number of plots material and bid preparation required for the project.
- B. Samples: Provide representative quantities of sandy loam, red, medium loam material, and crushed stone. Samples shall be approved by Architect/Owner on site.
- C. Product Data: Submit complete product data and specifications on all other specified materials.
- D. Submit three representative samples of each variety of ornamental trees, shrubs, and groundcover plants for the Architect's approval. When approved, give permit and maintain representative samples for the full installed plant materials.
- E. The Certificates of Inspection of plant material by state, county, and federal authorities will be Architect's responsibility.
- F. Soil Analysis: Provide sandy loam and analysis done by the Architect.

[illegible]

REFERENCES

- [illegible]

C. *Group A*

1. Areas to be Solid Soft Bermuda grass: Blocks of sod should be laid joint to joint, (staggered joints) after fertilizing the ground first. Roll grass areas to achieve a smooth, even surface. The joints between the blocks of sod should be filled with topsoil when they are evidently gaped open, then watered thoroughly.
2. Areas to be Hybrid Common Bermuda grass: Hybrid sod with bermudagrass

2. INSTALLATION

- A. Maintenance of plant materials shall be begun immediately after each plant is delivered to the site and shall continue until all excavations have been satisfactorily accomplished.
- B. Plant materials shall be delivered to the site early after the beds are prepared and are ready for planting. All shipments of nursery containers shall be thoroughly protected from damage during any transit. Containers shall be secured to prevent shifting and damage to the site, shall be well protected against the possibility of getting by wind and rain. Tails of each of 8 ft plants shall be kept covered with soil or other acceptable material. All plants must be the property of the Contractor and local agencies.
- C. Prune the trees and shrubs in their selected locations as per plan.
- D. Notify the Landscape Architect for inspection and approval of all padding of plant materials.
- E. Excavate pits with vertical sides and levelled bottom. The pits shall be large enough to permit planting and planting shall include 1 bush of each tree or shrub and shall be of such depth, that, when planted and settled, the crown of the plant shall be at least 1 inch above the ground surface.

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

DES CONDITIONS

- A. General Contractor to complete the following punch list. Prior to Landscape Contractor releasing any portion of landscape installation, General Contractor shall leave a planting area as shown (72" inches below grade) of sidewalk, stairs and curbs as shown on drawings. All lawn areas to receive seed and shall be left on (72" inches below the final grade of sidewalk, drive, and curbs). All construction debris shall be removed prior to Landscape Contractor beginning any work.
- B. General Contractor shall provide topsoil as described in Section 82250 - Earthwork.
- C. Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

1.6 MAINTENANCE AND GUARANTEE

- A. **Maintenance**
1. The Landscape Contractor will be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. In this article, grasses, shrubs or grass will be accepted after they show a healthy growth and satisfactory foliage condition.
 2. Maintenance shall include watering of trees and plants, cultivation, weeding, spraying, pruning of trees, mowing of grass, cleaning up and all other work necessary to maintain work.
 3. A written report regarding final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by the Owner and Landscape Contractor will be completed prior to written acceptance.
 4. After final acceptance of work, the Landscape Contractor will not be required to do any of the above listed work.

8. **QUESTIONS**

- Tree shall be guaranteed for failure in 12 months period after the acceptance. Fresh and matured plants shall be supplied in accordance with the specifications of the Government of India. All the plants shall be taken as such and upon receipt and inspection of the plants, including their roots, shall be found to be in accordance with the specifications. If any deficiency is found, the plants shall be replaced. In case, the quantity has been decreased, it shall be considered as a liquidated sum, in this respect, the option of the Owner shall be final.
- Plants used for landscaping shall be of good size and age and shall be already planted and shall be planted as originally specified. All such, including materials, labor and equipment used in replacement shall be supplied within 12 months' period. Any delay in replacement shall be taken as liquidated sum. In case, the quantity has been decreased, it shall be considered as a liquidated sum, in this respect, the option of the Owner shall be final.
 - At the direction of the Owner, plants may be replaced at the start of the first year's planting season. In such cases, dead plants shall be removed from the premises immediately.
 - When plant replacement is made, grass, soil, fertilizer and mulch shall be supplied as originally specified. Any delay in replacement shall be taken as liquidated sum. In case, the quantity has been decreased, it shall be considered as a liquidated sum, in this respect, the option of the Owner shall be final.
- This section shall be applicable to all plants.

- B. The Owner agrees that for the guarantee to be effective, it will not be in effect until the work is completed and the Contractor has been paid in full for the work. The Contractor shall be responsible for obtaining the necessary permits and licenses for the work. The Contractor shall be responsible for obtaining the necessary permits and licenses for the work. The Contractor shall be responsible for obtaining the necessary permits and licenses for the work.

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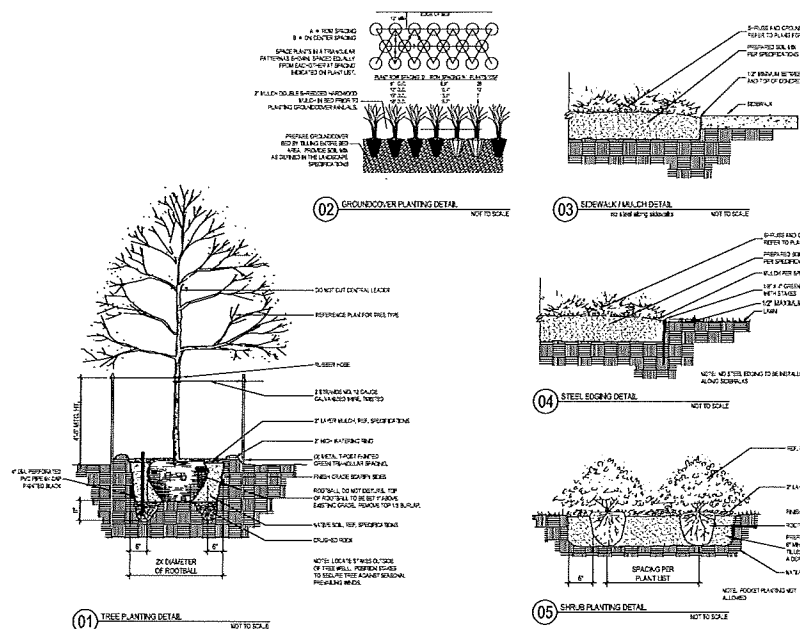
- A. General. Comply with applicable Federal, State, County and Local regulations governing hazardous materials and work.
- B. Personnel. Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified person acceptable to Landropo Architect.
- C. Selection of Plant Material.

1. Make contact with an

2. Landscape Architect will provide a list identifying each tree location on site. Written verification will be required to document material selection, source and delivery schedule to site.
3. Owner and Landscape Architect must inspect all plant materials with reasonable care at place of growth for compliance with requirements for plant, species, cultivar/variety and size/quality.
4. Owner and Landscape Architect retains the right to further inspect all plant materials upon arrival at the site and during installation for size and condition of root balls, trunks, branching habit, insects, injuries, and latent defects.
5. Owner and Landscape Architect shall not accept any defective material at any time during the process of work. If anyone rejects materials from the site immediately,

1. *Journal of Management Studies*, 1996, 33, 1, 1-14.

- A. Preparation:
1. Balled and Barked (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape, and future development.
 2. Container Grown Plants: Deliver plants in rigid container to hold root shape and protect root mass.



2.2 SOIL PREPARATION MATERIALS

- [illegible]

2.3 MICHELLE LANTIERE MATTHEW M.C.B.

- A. Steel Edging: Shall be 1/2 inch "Double Corrugated", 10" x 4" with stakes 4" on center,
B. Staking Material for Double Ties:
1. Post: Staked 1/2 inch, #10 Armes with anchor plate, 6" long, paint green.
Wire: 12 gauge, single strand, galvanized wire.
2. Rubber tie: 2 ply, 1/4" fiber reinforced hose, minimum 5/16 inch inside diameter,
Color: Black.
C. Gravel: Washed native pea gravel, graded 1 to 1/2 inch.
D. Fiber Fabric: Must 142N by Celconex Fibers Marketing Company, available at Littlefield Co., (314) 631-5250 as approved equal.

STAFF REVIEW LETTER

October 12, 2016

Heritage Development Partners, LLC
2600 N. U.S. Highway 75
Sherman, TX 75090

JRH Sherman LLC
4560 Beltline Rd., Suite 400
Addison, TX 75001

Brockette/Davis/Drake, Inc.
Jim Riley
4144 North Central Expressway, Suite 1100
Dallas, TX 75204

Lonestar Architecture
22214 Highland Knolls, #118
Katy, TX 77450

Dear Applicants,

The request for site plan approval for the construction of DaVita Medical Office Building in the Blalock Industrial Park for the property located at 209 West Travis Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 18, 2016 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 or U.S. Highway 75 access road 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 Final Plat of the Sherman Crossroads Medical Addition, Lots 1 & 2, Block 1 shall be filed at the Grayson County Courthouse allowing the mutual access, drainage and utility easement before a building permit will be issued.
7. The parking ratio for a medical office is one space per 200 square foot; an exception will need to be granted if the parking ratio cannot be met for the proposed use on the lot before a Certificate of Occupancy Permit will be issued.
8. Shall comply with all EPA, City, Federal and State regulations for this use.
9. Review the zoning and development ordinance for additional requirements.
10. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

11. Development Agreement required for Public Infrastructures.
12. Detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
13. The location of trash receptors must be approved by the Director of Public Works.
14. New Drive approaches shall conform to City of Sherman standards and a permit is required.
15. Water and sewer shall be extended to serve the development.
16. Internal water and sewer lines will be privately owned and maintained.

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

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

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

Respectfully,



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

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

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Dir. Of Community and Support Services
Amber Doan, Engineering Coordinator



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

Agenda Item No. 10.

Meeting Date: 10/18/2016

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

209 W. TRAVIS STREET

The request of Heritage Development Partners, LLC and JRH Sherman, LLC (Owners), Brockett/Davis/Drake, Inc. (Civil Engineer/Surveyor), Lonestar Architecture (Architect) and Harkinson Investment Corporation (Developer) concerning the property at 209 West Travis Street, being 1.052 acres in the Preston Kitchen Survey, Abstract No. 667 and being the proposed Lot 1, Block 1 of the Sherman Crossroads Medical Addition 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 the construction of DaVita Medical Office Building in the Blalock Industrial Park.

Background:

The property is located at 209 West Travis Street; the northwest corner of U.S. Highway 75 and West F.M. 1417 (Heritage Parkway). The property is located in the Blalock Industrial Park and also the Blalock Commercial Overlay District. An exception and conceptual site plan approval to allow a medical hospital was granted at the July 6, 2015, City Council Meeting. A conceptual master plan for the Sherman Crossroads was approved at the August 17, 2015, City Council Meeting; the master plan included retail sites with a movie theater, hotel and medical center. A plat dedicating the right-of-way for the extension of Travis Street to the west and providing access to the Sherman Crossroads development was approved at the September 20, 2016, Planning and Zoning Commission Meeting.

The owners would like to construct a one-story, 7,500 square foot medical office building on the lot. The exterior of the building will be brick and stone veneer. Parking will be provided for thirty-nine (39) spaces.

Adjacent Zoning:

C-1 (Retail Business) District
R-1 (One Family Residential) District
Blalock Industrial Park

Origination:

Heritage Development Partners, LLC and JRH Sherman, LLC (Owners)
Brockett/Davis/Drake, Inc. (Civil Engineer/Surveyor)
Lonestar Architecture (Architect)
Harkinson Investment Corporation (Developer)

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

Development Types

- Office (both multi-story buildings and small-scale office uses depending on the site)
- Planned development to accommodate custom site designs or mixing of uses in a Suburban character setting
- Public/institutional uses
- Parks and public spaces

Characteristics

- May exclude some auto-oriented uses that, by their very nature, cannot achieve a Suburban character (e.g., vehicle sales, truck stops, etc.).
- Near residential properties and areas, the permitted scale and intensity of non-residential uses should be limited to ensure compatibility (including adequate buffering/screening, criteria for placement and orientation of buildings and parking areas, height limits, and “residential-in-appearance” architectural standards).

More opportunity for natural and/or swale drainage (and storm water retention/absorption) versus concentrated storm water conveyance in auto-oriented areas.

Number of notices mailed:

39

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Elevations

Landscape Plan

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. I. 1.

Meeting Date: 11/07/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Keep Sherman Beautiful Commission (2)

Issue:

There are currently two vacancies on the Keep Sherman Beautiful Commission. Applications have been received from Michael Beck and Amanda Smith. One appointment will be to fill an unexpired term until January 1, 2018; and the other will be for a full two year term.

Background:

The Keep Sherman Beautiful Commission promotes public interest in the general improvement of the environment of the City, and initiates, plans, directs, and coordinates programs in conjunction with and in cooperation with citizens, government, businesses, and industries within the City.

Origination:

This agenda item originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

The staff's recommendation is to consider appointing Michael Beck to the unexpired term until January 1, 2018, and appointing Amanda Smith to the full two-year term on the Keep Sherman Beautiful Commission.

Alternatives:

The Council could choose not to make appointments to the Keep Sherman Beautiful Commission.

Attachments

Roster

Fact Sheet

Applicant List

Michael Beck Application

Amanda Smith Application

MEMBERSHIP ROSTER

KEEP SHERMAN BEAUTIFUL COMMISSION

LENGTH OF TERMS: 2 Years

Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Vacant			1/1/2018		2 Year Term
Kimberly Whaley	n/a	A 1/5/2016	1/1/2018	1	2 Year Term
Jessica Peters	1	A 1/5/2016	1/1/2018	1	2 Year Term
Vacant					2 Year Term
Angela Krieger	1	A 11/4/2013 R 1/5/2016	1/1/2016* 1/1/2018	1 2	2 Year Term
Dusty Payne	3	A 11/4/2013 R 1/5/2016	1/1/2016* 1/1/2018	1 2	2 Year Term
Joshua Shelton	1	A 6/16/2015	1/1/2017	1	2 Year Term
Zac Grantham	1	A 6/16/2015	1/1/2017	1	2 Year Term
Amanda Phillips	1	A 6/16/2015	1/1/2017	1	2 Year Term

NOTE: All members shall be appointed for terms of two (2) years, and shall not serve for more than three (3) consecutive terms.

* Initially the terms will be for more than two years, in order to meet Article II, Section 2 of the By-Laws, stating that new terms begin on January 1 of each year.

Chairperson

NOTE: Chairperson serves one year terms

CHAIR	APPOINTMENT DATE	DATE CHAIR EXPIRES	YEARS SERVED AS CHAIR
Lauren Roth	11/5/2013	1/1/2015**	1

** Initially the Chairperson's term will be for more than one year, in order to meet Article II, Section 2 of the By-Laws, stating that new terms begin on January 1 of each year

FACT SHEET

KEEP SHERMAN BEAUTIFUL COMMISSION

Established by RESOLUTION 2805 – MARCH 2, 1992 – RE-ESTABLISHED BY RESOLUTION 3807 – APRIL 19, 1999; RE-ESTABLISHED BY RESOLUTION 5041 – JULY 16, 2007; BY-LAWS UPDATED BY RESOLUTION 5977 – JUNE 15, 2015

1. Number of Members: NINE (9)
2. Term of Appointment: TWO (2) YEARS
3. Consecutive Term Rule: THREE YEARS
4. Qualifications for Membership: INTEREST IN KEEPING SHERMAN BEAUTIFUL; DEDICATION TO IMPLEMENTATION OF ASSIGNED PROJECTS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization

CHAIRPERSON A VICE CHAIRPERSON E SECRETARY E

ELECTED APPOINTED

7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: BI-MONTHLY AT 5:30 P.M. OR WHEN CALLED
9. Attendance Requirements: IF A COMMISSION MISSES TWO MEETINGS WITHOUT NOTICE AND/OR WITHOUT GOOD CAUSE WITHIN A CALENDAR YEAR, AFTER WRITTEN NOTIFICATION BY THE CHAIRMAN, HE/SHE SHALL AUTOMATICALLY RELINQUISH HIS/HER PLACE ON THE COMMISSION

=====

PURPOSE:

Commission shall function to assist the City Council and the City staff by involving individuals, businesses, and industries throughout the community to promote education and activities and encourage waste reduction, litter prevention, and beautification programs and projects in affiliation with the Keep Texas Beautiful objectives.

RESPONSIBILITIES:

- (1) To plan, initiate, direct, and coordinate community-wide efforts to achieve its goals
- (2) To solicit and accept donations and appropriations for money, service, products, property, and/or facilities expenditure and use by the Commission for the accomplishment of its objectives as approved by the City Council
- (3) To make recommendations to the City Council, as well as to the private sector, regarding measures which it deems necessary to accomplish the objectives of both the City and the Commission.

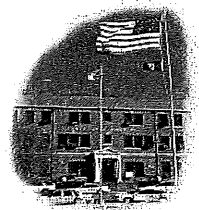
APPLICANT LIST

Keep Sherman Beautiful Commission

Positions Vacant 2

Applicant	Address	District	Qualifications
Michael Beck	3230 Rex Cruse Dr. Apt D	1	Cigna
Amanda Smith	1605 E. Peyton	2	RG Hair Studio

COMMENTS:



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Michael Beck

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission: Keep Sherman Beautiful Commission

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 3230 Rex Cruise Dr. APT D
Sherman, TX 75090

Mailing Address: _____

Telephone: 903-271-9269 Fax: _____

E-Mail: MBeck1166@gmail.com

Sherman Resident for 3 years County: Sherman (Grayson)

Drivers License No.: 02208140

Voter Registration No.: 1182067746

Occupational Information

Business Name: Cigna

Occupation: Implementation Manager

Address: 4406 US-75 Denison, TX 75020

Telephone: 903-337-4829 Fax: _____

E-Mail: Michael.Beck@Cigna.com

Which Council District do you live in? (see attached map) Sherman DIST. 1

Prior work experience: (please include dates)

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2007

Business College, Correspondence School, Adult Education, Other? Community College

Name of College/University: Grayson County College ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Sherman animal shelter (2014)

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

Application held for 12 months from date received

Taxes: No

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 love Sherman and the 'Keep Sherman Beautiful commission' has direct interest in preserving the community and the environment. I work at Cigna who is a large employer in Grayson County & I can use connections to spread the word of events.

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) litter/trash - community trash pick up ^{membership} events, day, along with small incentives.

2) recycling - promotion of local recycling organizations.

3) Lawn care - there are a lot of homes who have been neglected. We need to promote the importance of a clean yard and surrounding areas within the city.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

hard worker, CPR certified, Connection for Promotions / events

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:

N/A

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.

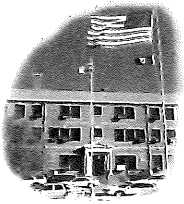
Signature: _____

Date: _____

08/29/2016

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: Amanda Smith
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Keep Sherman Beautiful

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>11005 E. Peyton</u>	Business Name: <u>R&G Hair Studio</u>
Mailing Address: _____	Occupation: <u>hairstylist</u>
Telephone: <u>903-815-7719</u> Fax: _____	Address: <u>325 W. Houston</u>
E-Mail: <u>mannaraye@gmail.com</u>	Telephone: <u>903-815-7719</u> Fax: _____
Sherman Resident for <u>32</u> years County: <u>Grayson</u>	E-Mail: _____
Drivers License No.: <u>19779593</u>	
Voter Registration No.: <u>1154580436</u> ✓	

Which Council District do you live in? (see attached map) District 2 ✓

Prior work experience: (please include dates)
Knight Family Chiropractic 1-2014 - 6-2014 ; Self-employed hair stylist 2010 - present
JACK-N-JEN Daycare (off on 2002-2014) ; Quick Sign Co 2010
European Wax Center 2012

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? SHS - 2002
Business College, Correspondence School, Adult Education, Other? Grayson Cosmetology School 2009-2010
Name of College/University: _____ ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)
Joshua's Crossing 2015 - present ; Finley/Sherman Community Players 2006-2011 (play
SCP guild 2009 ; Calvary Baptist Church 2009-2012 ; Forest Ave Baptist Church 2000-2009

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

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 want to be more involved in our beautiful city + this board specifically, because I want to ~~be part of~~ keep it beautiful so when people (outsiders) visit, they remember that.

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) Litter! Events like the upcoming Trash Off (Battle of the Axe) is a great way to get the community involved, have fun, friendly competition, all while striving to keep our cities beautiful.
- 2) Getting the word out to our community about KSB. I'm blessed that I know some board members + that's how I have come to find out about KSB, but we need to work on more community involvement.
- 3) Acknowledging beautiful places in Sherman + keeping up with them after they've been ~~been~~ recognized.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I am extremely organized + have impeccable time management skills, I believe getting things done swiftly + perfectly are always valued.

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:

N/A

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: 10.11.16

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.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 11/07/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2016 Council Calendar

2016

JANUARY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
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31						

FEBRUARY						
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MARCH						
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APRIL						
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MAY						
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JUNE						
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JULY						
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31						

AUGUST						
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SEPTEMBER						
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OCTOBER						
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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

1/11/2016	Called Council Mtg for Transportation Workshop
4/11/2016	Called Joint Mtg w/SISD Board in Council Chambers
4/15/2016	Called Budget Planning Mtg in Council Chambers
06/21-22/2016	Called Budget Workshop in Council Chambers
6/23/2016	Called Joint Mtg with SISD Board at SISD Admin Off
7/4/2016	Independence Day/Called Council Mtg on 7/5/2016
7/12/2016	Called Council Mtg for 2nd PH & Adoption of Ord. No. 5958 (90-Moratorium on Development at FM 691 & SH 289)
7/19/2016	Called Council Mtg for Parks & Rec Master Plan Hearing in Municipal Ballroom

8/29/2016	Called Council Mtg to Consider Real Estate Purchase in Council Chambers
9/5/2016	Labor Day/Called Council Meeting on 9/6/2016
9/8/2016	Called Joint Mtg w/SISD Board in Council Chambers
9/15/2016	Called Joint Mtg w/SEDCO Board in Council Chambers
10/12/2016	Called Joint Mtg w/Main Street Advisory Board in Council Chambers to Discuss Downtown Incentives