

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, OCTOBER 19, 2020
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER DARON HOLLAND**
- A. 3. INVOCATION BY COUNCIL MEMBER DARON HOLLAND**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 5, 2020**

Citizen Comments

- B. 1. CITIZEN COMMENTS**
During this meeting, the City Council welcomes public comment **only** on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Consent Agenda

- C. 1. CONSENT AGENDA**
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Public Hearing

- D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6327**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Commercial Amusement Center (The Wreck Room) in a C-1 (Retail Business) District at 700 East Houston Street, being Lots 19-24, Block 10, Chaffin's 1st Addition (Los Hermanos Partnership, LLC, Owners; The Wreck Room, Proposed Tenant; and Charles White, Applicant); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00

- D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6328**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Patio Homes in an R-1 (One-Family Residential) District at 2700, 2704, 2708, 2712, 2716, 2720, 2724 and 2728 Hillview Lane, being Lots 1-8, Block 3 of the Final Plat of Block 2 and Block 3, West Canyon Creek Estates, Section 3, and 2700, 2703, 2710 and 2711 Fawnwood Court, being Lots 1-4, Block 4, Amended Plat of West Canyon Creek Estates, Section 3, Lots 1-5, Block 1 and Tracts 1-5 and Canyon Creek Drive (V-Prop, LLC, Owners; Lynn Vessels, Representative; Highland Homes, General Contractor; and Underwood Drafting and Surveying, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00
- D. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6329**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Contractor's Office/Warehouse in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District at 310 West U.S. Highway 82, being 1.56 acres in the J.B. McAnair Survey, Abstract No. 763 (Edgar Wayne McCarley Trust, Owners; Aleman Roofing and Construction, Proposed Tenant; Anthony Aleman, Representative; Kent Hughlett, Architect; and Helvey-Wagner Surveying, Inc., Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00
- D. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6330**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District and Section 8, Subsection (5)(a), Ordinance No. 2280 so as to Grant a Specific Use Permit to Allow a Travel Trailer Park (Ferguson RV Park) in a C-1 (Retail Business) District at 3551 East U.S. Highway 82, being 10.586 acres in the Samuel M. McGlothlin Survey, Abstract No. 811 (Sherman Church of God aka Pathway Church of God, Owners; Wendy Ferguson, Prospective Buyer; Ferguson RV Park, Proposed Tenant; Ron D. Beard & Associates, Architect; and North Texas Surveying, LLC, Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- D. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6331**
Amending Chapter 9 of the Code of Ordinances, entitled "Personnel", Article 9.05, entitled "Civil Service for Firefighters and Police Officers", at Section 9.05.026, entitled "Authorized Number of Positions", to Revise the Number of Authorized Positions in the Police Department
- D. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6332**
Providing for Permanent "Stop" Signs on Quail Run Road at Swift Drive, on Swift Drive at Quail Run Road, on Blackbird Drive at Quail Run Road, on Blackbird Drive at Cormorant Drive, on Quail Run Road at Cormorant Drive, on Cormorant Drive at Quail Run Road, on Quail Run Road at Blue Jay Lane, on Blue Jay Lane at Quail Run Road, on Swan Ridge Drive at Quail Run Road, on Osprey Drive at Oriole Drive, on Gambel Drive at Quail Run Road, on Cardinal Drive at Swan Ridge Drive, on Falcon Drive at Swan Ridge Drive, on Hawk Lane at Swan Ridge Drive, on Raven Drive at Swan Ridge Drive, on Raven Drive at Pheasant Drive, on Snowbird Land at Mallard Drive, on Falcon Drive at Mallard Drive, on Songbird Lane at Quail Run Road, on Pelican Drive at Quail Run Road, on Saratoga Drive at Quail Run Road and on Del Mar Drive at Quail Run Road, within the City Limits of the City of Sherman, Texas; Providing for a Penalty Provision

Close Public Hearing and Consider Adoption of Ordinances

- D. 7. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Number: 6327, 6328, 6329, 6330, 6331 and 6332

Resolutions

E. 1. RESOLUTION NO. 6664

Authorizing the Execution of an Agreement for Public Improvement District (PID) Consulting and Administrative Services with MuniCap, Inc.

E. 2. RESOLUTION NO. 6665

Authorizing Execution of an Economic Development Program Agreement with Highland Homes - Dallas, LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code

E. 3. RESOLUTION NO. 6666

Authorizing the Execution of a Real Estate Sales Contract and the Acceptance of a Special Warranty Deed from the Sherman Economic Development Corporation for the Conveyance of a 10.000 acre tract of land in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas (CAD PROPERTY ID # 125123), and generally located at the southwest corner of West Travis Street and Northgate Drive, City of Sherman, Grayson County, Texas, as described on *Exhibit A* attached hereto ("Land"), together with Improvements to the Land ("Improvements")

E. 4. * RESOLUTION NO. 6667

Authorizing the Purchase of a 2020 Frazer Type I 14' Module Ambulance for the Sherman Fire Department from Mac Haik Dodge Chrysler Jeep and Frazer, Ltd. through the Houston-Galveston Area Council of Governments (H-GAC)

E. 5. * RESOLUTION NO. 6668

Authorizing the Purchase of a 2021 Spartan S-180 Pumper Fire Engine for the Sherman Fire Department from Metro Fire Apparatus Specialists, Inc. through the Houston-Galveston Area Council of Governments (H-GAC)

E. 6. * RESOLUTION NO. 6669

Authorizing the Purchase of a 2021 Ford F550 Super Cab Brush Truck and Equipment for the Sherman Fire Department from Wildfire Truck & Equipment Sales through the Texas Local Government Purchasing Cooperative (BuyBoard)

Requests to Advertise

F. 1. REQUEST TO ADVERTISE

Contracting with a Construction Manager-at-Risk (CMAR) for the Construction of a New Police Headquarters Facility

Other Business

G. 1. OTHER BUSINESS

Receive an Update on the City of Sherman's Ongoing Projects

G. 2. * OTHER BUSINESS

Final Plat Approval of Parkhaven Estates, Phase II, being 9.994 acres in the Elizabeth Jones Survey, Abstract No. 625; Kritt Concrete, LLC, Owner; Cross Engineering Consultants, Civil Engineer; and Underwood Drafting and Surveying, Inc., Surveyor (800 block of Baker Park Drive)

G. 3. * OTHER BUSINESS

Replat Approval of Fuller-Weems Addition, a Replat of Lots 1 and part of Lot 2, Block 1, Fuller's 2nd Addition in the City of Sherman's Extra Territorial Jurisdiction (ETJ), being 2.464 acres in the William Atchison Survey, Abstract No. 23, also being Lots 1 and part of Lot 2, Block 1, Fuller's 2nd Addition; Michael and Brenda Fuller and Rudy and Cynthia Weems, Owners; and Underwood Drafting and Surveying, Inc., Surveyor (16 and 60 Tee Taw Circle)

G. 4. * OTHER BUSINESS

Approve Quarterly Investment Report for Quarter Ended September 30, 2020

G. 5. * OTHER BUSINESS

Consider Request of the 2020 Earth Day Planning Committee to Temporarily Close Certain Streets for the "Texoma Earth Day Recycling Event" on Saturday, October 24, 2020

H. MEDIA QUESTIONS

Consider Board/Commission Appointments

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

(a) Main Street Advisory Committee (4)

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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Section 551.071	Consult with the City Attorney on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter
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Section 551.074	Personnel Matters:
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- (a) Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee
- (b) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:
 - (1) Sherman Economic Development Corporation Board of Directors (2)
 - (2) Sherman Economic Development Corporation Ex-Officio Member (1)

Section 551.087

Deliberation Regarding Economic Development Negotiations:

- (a) Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect

The Council reconvenes into General Session

L. 1. OPEN MEETING

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

M. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on October 15, 2020 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 15th day of October, 2020.
City of Sherman, Texas

City Clerk

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

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

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

At the discretion of the City Council, non-agenda items under the headings of "Citizens Requests", "Media Questions", and "Council Concerns" may be

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

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.

<u>Mayor</u>	<u>Deputy Mayor</u>	<u>Council Members</u>	
David Plyler	Willie Steele	Willie Steele, Council-At-Large, PL #1	Josh Stevenson, Council – District #2
		Sandra Melton, Council-At-Large, PL #2	Pamela L. Howeth, Council – District #3
		Shawn C. Teamann, Council – District #1	Daron Holland, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

A. 4.

Meeting Date: 10/19/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 5, 2020

Attachments

October 5, 2020

October 5, 2020

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

CALL TO ORDER

CALL TO ORDER

APPROVE MINUTES

ANNOUNCEMENT

PROCLAMATION

**NATIONAL ARTS &
HUMANITIES MONTH
(OCTOBER 2020)**

Mr. Brown said it was a privilege to serve as Chairman of the Cultural Arts District Advisory Council, and to appear with Cary Wacker, Austin College Associate Vice President for Institutional Advancement and Director of the Center for Community and Regional Development, who does all the leg work for the Cultural Arts District.

1

“NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH” – OCTOBER 2020

Council Member Howeth presented a proclamation to Omar Figueroa, Student Hire/Ability Navigator, Workforce Solutions Texoma, designating October 2020 as “National Disability Employment Awareness Month.”

Mr. Figueroa thanked the Mayor and Council for the recognition to help raise awareness about disabilities in employment. He also wanted to recognize the contributions that Americans with disabilities make to our community, our state, and our country.

CITIZEN’S COMMENTS

There were no citizen’s comments.

CONSENT AGENDA

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

RESOLUTION NO. 6657 – AUTHORIZING THE APPOINTMENT OF THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C. AS CITY ATTORNEY, PURSUANT TO ARTICLE IV, SECTION 5 OF THE CITY CHARTER; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN ENGAGEMENT AGREEMENT WITH SAID LAW FIRM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE APPOINTMENT OF THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C. AS CITY ATTORNEY, PURSUANT TO ARTICLE IV, SECTION 5 OF THE CITY CHARTER; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN ENGAGEMENT AGREEMENT WITH SAID LAW FIRM.

Robby Hefton, City Manager, introduced Richard Abernathy, Partner, Abernathy, Roeder, Boyd & Hullett, P.C., and said the staff has been working with this firm for two or three years.

He said as Sherman continues to grow, and as the complexity of the issues facing the City continue to grow, he believes this firm will be able to provide a broad range of services to the City as their City Attorney.

Mr. Abernathy thanked the City Council and said his firm has worked with the staff for several years. He said they have found the staff to be professional and competent. He did mention the Mayor wearing the Denison Yellow Jacket Football Jersey.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 6657, as presented. Second by Council Member Teamann.

NATIONAL DISABILITY
EMPLOYMENT
AWARENESS MONTH
(OCTOBER 2020)

CITIZEN’S COMMENTS

CONSENT AGENDA

RES 6657
HIRE LAW FIRM

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6658 – AUTHORIZING EXECUTION OF A TIRZ #3 REIMBURSEMENT AND DEVELOPMENT AGREEMENT WITH ASPIRE TWO, LLC FOR THE REMEDIATION AND DEMOLITION OF STRUCTURES WITHIN SHERMAN TAX INCREMENT REINVESTMENT ZONE, NUMBER THREE (#3) IN THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A TIRZ #3 REIMBURSEMENT AND DEVELOPMENT AGREEMENT WITH ASPIRE TWO, LLC FOR THE REMEDIATION AND DEMOLITION OF STRUCTURES WITHIN SHERMAN TAX INCREMENT REINVESTMENT ZONE, NUMBER THREE (#3) IN THE CITY OF SHERMAN.

RES 6658
DEMOLISH
STRUCTURE IN
TIRZ #3

Mr. Hefton introduced Ryan Johnson, with Covenant Development, which is the developer operating for this project as Aspire Two, LLC. He said this development agreement is a reimbursement for the first phase of the project, which would be to demolish and remediate the old Medical Plaza Hospital, on Gallagher Road.

Future plans for the property are to redevelop this area, and this is the first step to prepare it for construction. In a previous Council Meeting the Tax Increment Reinvestment Zone #3 was expanded to include this property. The project and financing plan were also approved.

Mr. Hefton said they plan to start before the end of the year, and it would take a few months to complete. Once that portion is done, phase two would be presented to the Council for support to rebuild and redevelop the property.

Deputy Mayor Steele asked if the end of phase one was clearly defined? Would the structure be completely gone? Mr. Hefton said the demarcation point for the City is that the site is ready for rebuilding. That will be clear when they have remediated the site and the building is gone. Language is included in the reimbursement agreement that the City has the right of inspection

At this point, he said, it appears that most of the infrastructure is already in place for their future needs. Their site is composed of 14 acres. Mr. Hefton said they already have quotes and a plan from the firm that has been hired for remediation.

Council Member Howeth asked how long they anticipated the project would take. Mr. Johnson said the remediation part should take about 60 working days, and the demolition part, another 60 to 75 working days. He said by late winter or early spring, the property should be cleared.

COUNCIL MINUTES – OCTOBER 5, 2020

Council Member Teamann said he appreciated them looking to give back to the local non-profits with some of the equipment that was removed from the facility.

ACTION TAKEN.

Motion by Deputy Mayor Steele to approve Resolution No. 6658, as presented. Second by Council Member Teamann.
VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 6659 – AUTHORIZING THE PURCHASE OF VIDEO EVIDENCE SOLUTION SOFTWARE FOR THE SHERMAN POLICE DEPARTMENT FROM WATCHGUARD VIDEO THROUGH EQUIPMENT LEASE-PURCHASE AGREEMENT NO. 24944 WITH MOTOROLA SOLUTIONS, INC. THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR)

RES 6659
POLICE DEPT.
VIDEO EVIDENCE
SOFTWARE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF VIDEO EVIDENCE SOLUTION SOFTWARE FOR THE SHERMAN POLICE DEPARTMENT FROM WATCHGUARD VIDEO THROUGH EQUIPMENT LEASE-PURCHASE AGREEMENT NO. 24944 WITH MOTOROLA SOLUTIONS, INC. THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR).

Zach Flores, Police Chief, said video evidence is one of the main things used for providing racial profiling statistics. The technology of the video in the vehicles is essentially antiquated. Especially due to the societal climate, it is very important to keep pace with technology and become more efficient.

Deputy Mayor Steele verified that the new system would support dash cams and body cams. Council Member Teamann asked about the main difference that would be provided by the upgrade.

Chief Flores said the officer would be able to tag the video in the field so it would immediately be accessible when they return to the Police Department. It will also have a portal to the District Attorney's Office.

Currently they pay an employee to burn DVDs every day, all day, which is antiquated technology. Also, timeliness is critical in the work and this would allow the video to be immediately accessible. Things must be out to the public as quickly as possible, and this would be another tool to ensure that.

Council Member Teamann asked if this agreement would include all server space that would be needed. Chief Flores said it does and it would be housed on-site, and would transition to the new facility.

COUNCIL MINUTES – OCTOBER 5, 2020

Council Member Holland asked about the person currently burning the DVDs and hoped they would move into another capacity rather than lose their job. Chief Flores said they hoped to transition that employee and added that they are working with the District Attorney, who has been very progressive.

Council Member Howeth said with everything going on in the news, and in an effort to reassure citizens, what are they doing to train officers to handle arrests in the proper manner.

Chief Flores said several years ago, the Sherman Police Department was presented with the Texas Best Practices Recognition from the Texas Police Chiefs Association. Locally, only the Sherman Police Department and the Denison Police Department have that designation.

That recognition mandates a lot of things for the department that are forward thinking. In order to retain that designation, they have to maintain several areas, and they received their reaccreditation last month. They also frequently review officer's stops and interactions for quality assurance checks each month. This is tracked to assure that they are treating the public the way they should and that they are being treated the way they should.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 6659, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6660 – AUTHORIZING THE PURCHASE OF FOUR NEW FORD F-150 TRUCKS FOR THE DEVELOPMENT SERVICES DEPARTMENT FROM SAM PACK'S FIVE STAR FORD THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF FOUR NEW FORD F-150 TRUCKS FOR THE DEVELOPMENT SERVICES DEPARTMENT FROM SAM PACK'S FIVE STAR FORD THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).

RES 6660
PURCHASE OF
DEVELOPMENT
SVCS. TRUCKS

Rob Rae, Director of Development Services, said at the Budget Work Session, the Council discussed purchasing vehicles for the Building Inspectors. Currently the inspectors use their personal vehicles for inspections and are provided a car allowance.

Purchase of City vehicles would allow for a clear identification of inspectors, for their safety and for citizen's safety. Quotes

COUNCIL MINUTES – OCTOBER 5, 2020

were received from four dealerships, including two local dealers. The lowest bid was from Five Star Ford in Carrollton.

Council Member Teamann asked how close the local bidders were to the low bid. Mr. Rae said the local dealerships were between \$2,000 and \$4,000 higher for each vehicle. Holiday Ford in Whitesboro and Five Star Ford were the two lowest bids.

Council Member Teamann asked what the local contingency was for preference of local bidders. Mr. Hefton said the law changed in the last few years. It used to be 5% local preference, but that amount has gone down. On a \$21,000 vehicle, even under the old standards, it would have had to be no more than \$1,000 higher, however the difference was significantly more than that.

Mr. Hefton said the City's preference is local vendors, and the staff looks at all those things when considering the bids.

Deputy Mayor Steele assumed it was not a cost savings, and asked how much more the City would spend to provide vehicles. Mr. Hefton said the net cost to the City this budget year, is zero. The vehicles will be financed through the tax notes that they are packaging for the other equipment purchases. There are also some savings from the projections of the tax note purchases.

Council Member Stevenson added that the City won't be paying mileage anymore. Mr. Hefton said most City departments do drive City vehicles. This is one department that had never been switched over from car allowances.

When the issue was raised at the Budget Workshop, the staff did their research to determine the most cost effective way to provide for vehicles. The incremental cost this year, will only be the cost of gas and oil changes, and should be less than \$10,000. Council Member Melton addressed the safety side of the issue too.

Council Member Teamann asked what the current plan cost in mileage. Mr. Hefton said the employees weren't paid mileage, they were actually paid a car allowance of \$400 to \$500 each. Mr. Hefton said, to him the question was whether or not this department was being treated equitably, compared to other departments.

Mr. Hefton said another change was that most departments have uniforms paid for by, and provided by the City. This makes them easily identifiable as a City employee. This would bring them on par with other City departments.

Council Member Stevenson asked how many other City employees were using their own vehicles. Mr. Hefton said the Engineering techs used their own vehicles. Only on-call employees actually take a vehicle home after hours.

COUNCIL MINUTES – OCTOBER 5, 2020

Council Member Teamann verified that tax notes are a seven year maximum by law, but the City's practice is for five years. The rate on the tax note is sub 1%.

Council Member Howeth felt that the City departments that go out into the community need to have uniforms for identification purposes and for security. She asked the staff to look at that issue in the future as money allows. Mr. Hefton said the City already has that "as a general rule." There are different kinds of "uniforms" and some employees wear the formal uniform, while others wear shirts with the City logo on them.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 6660, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6661 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH JULIO CESAR TOBAR FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 503 EAST WILSON AVENUE WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH JULIO CESAR TOBAR FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 503 EAST WILSON AVENUE WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10).
CONSENT AGENDA.

RES 6661
RESIDENTIAL
PROPERTY TAX
ABATEMENT
(503 E. WILSON)

RESOLUTION NO. 6662 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH SUZETTE MORGAN FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 425 WEST HESTER STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH SUZETTE MORGAN FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 425 WEST HESTER STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10).
CONSENT AGENDA.

RES 6662
RESIDENTIAL
PROPERTY TAX
ABATEMENT
(425 W. HESTER)

RESOLUTION NO. 6663 – AUTHORIZING THE ACCEPTANCE OF THE RESIGNATION OF THE CURRENT CITY ATTORNEY PURSUANT TO ARTICLE IV, SECTION 5 OF THE CITY CHARTER; AND AUTHORIZING ACCEPTANCE OF A

RES 6663
SEPARATION
AGREEMENT WITH
CITY ATTORNEY

SEPARATION AGREEMENT BETWEEN THE CITY OF SHERMAN AND BRANDON SHELBY OF SHELBY LAW, PLLC
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF THE RESIGNATION OF THE CURRENT CITY ATTORNEY PURSUANT TO ARTICLE IV, SECTION 5 OF THE CITY CHARTER; AND AUTHORIZING ACCEPTANCE OF A SEPARATION AGREEMENT BETWEEN THE CITY OF SHERMAN AND BRANDON SHELBY OF SHELBY LAW, PLLC.
CONSENT AGENDA.

OTHER BUSINESS

CONSIDER REQUEST OF ST. MARY’S CATHOLIC SCHOOL TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE “RUN RUN RUDOLPH 5K AND FAMILY FUN RUN/WALK” ON SATURDAY, DECEMBER 5, 2020

The City Council approved the request of St. Mary’s Catholic School to close certain streets for the “Run Run Rudolph 5K and Family Fun Run/Walk” on December 5, 2020.

The event will begin at 8:45 a.m. and will require barricade placement and removal, as well as police officers along the route.

CONSENT AGENDA.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

DENISON YELLOW JACKET SHIRT

Council Member Holland said it was a sad day in Sherman when the Mayor had to wear a Denison Yellow Jacket Shirt.

GLAD TO BE BACK IN SHERMAN

Council Member Howeth said she was glad to be back in Sherman. She has been in California for two weeks. She said we take clean air for granted here in Sherman. She said we are fortunate to have rain, no fires, and good air quality.

ANNOUNCEMENTS

Mayor Plyler announced the following:

- Sherman Main Street will host “Trick or Treat on Travis” on October 29, 2020, from 6:00 pm until 8:00 p.m. The event will be spread out over three blocks to give everyone plenty of room to stay safe.
- Sherman Parks and Recreation will host “Caravan to Candyland” on October 30, 2020, at the new Pecan Grove ballfields. Volunteers will be handing out bags of candy to vehicles as they drive through.
- The Sherman Chamber of Commerce’s Annual Legislative Luncheon will be held online this year at 12:00 p.m. on November 6, 2020.

CLOSE STREETS
RUN RUN RUDOLPH
5K & FUN RUN
(DEC. 5, 2020)

MEDIA QUESTIONS

DENISON YELLOW
JACKET SHIRT

GLAD TO BE
BACK IN SHERMAN

ANNOUNCEMENTS

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

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

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

SECTION 551.071 -- CONSULT WITH THE CITY ATTORNEY ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THIS CHAPTER

SECTION 551.074 -- PERSONNEL MATTERS: DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE

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

Council Members did not meet in Executive Session.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:40 p.m.

MAYOR

CITY CLERK

EXECUTIVE SESSION

ADJOURNMENT



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 1.

Meeting Date: 10/19/2020

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. 4. * RESOLUTION NO. 6667

Authorizing the Purchase of a 2020 Frazer Type I 14' Module Ambulance for the Sherman Fire Department from Mac Haik Dodge Chrysler Jeep and Frazer, Ltd. through the Houston-Galveston Area Council of Governments (H-GAC)

E. 5. * RESOLUTION NO. 6668

Authorizing the Purchase of a 2021 Spartan S-180 Pumper Fire Engine for the Sherman Fire Department from Metro Fire Apparatus Specialists, Inc. through the Houston-Galveston Area Council of Governments (H-GAC)

E. 6. * RESOLUTION NO. 6669

Authorizing the Purchase of a 2021 Ford F550 Super Cab Brush Truck and Equipment for the Sherman Fire Department from Wildfire Truck & Equipment Sales through the Texas Local Government Purchasing Cooperative (BuyBoard)

G. 2. * OTHER BUSINESS

Final Plat Approval of Parkhaven Estates, Phase II, being 9.994 acres in the Elizabeth Jones Survey, Abstract No. 625; Kritt Concrete, LLC, Owner; Cross Engineering Consultants, Civil Engineer; and Underwood Drafting and Surveying, Inc., Surveyor (800 block of Baker Park Drive)

G. 3. * OTHER BUSINESS

Replat Approval of Fuller-Weems Addition, a Replat of Lots 1 and part of Lot 2, Block 1, Fuller's 2nd Addition in the City of Sherman's Extra Territorial Jurisdiction (ETJ), being 2.464 acres in the William Atchison Survey, Abstract No. 23, also being Lots 1 and part of Lot 2, Block 1, Fuller's 2nd Addition; Michael and Brenda Fuller and Rudy and Cynthia Weems, Owners; and Underwood Drafting and Surveying, Inc., Surveyor (16 and 60 Tee Taw

Circle)

G. 4. * *OTHER BUSINESS*

Approve Quarterly Investment Report for Quarter Ended September 30, 2020

G. 5. * *OTHER BUSINESS*

Consider Request of the 2020 Earth Day Planning Committee to Temporarily Close Certain Streets for the "Texoma Earth Day Recycling Event" on Saturday, October 24, 2020



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 1.

Meeting Date: 10/19/2020

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6327

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Commercial Amusement Center (The Wreck Room) in a C-1 (Retail Business) District at 700 East Houston Street, being Lots 19-24, Block 10, Chaffin's 1st Addition (Los Hermanos Partnership, LLC, Owners; The Wreck Room, Proposed Tenant; and Charles White, Applicant); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00

Issue:

To consider the request of Los Hermanos Partnership, LLC (Owners), The Wreck Room (Proposed Tenant), and Charles White (Applicant) concerning the property at 700 East Houston Street, being Lots 19-24, Block 10, Chaffin's 1st Addition for a Specific Use Permit to allow a commercial amusement center (The Wreck Room) in a C-1 (Retail Business) District

Background:

The property is located at 700 East Houston Street; the southeast corner of Houston and Throckmorton Streets. The property is zoned a C-1 (Retail Business) District. The applicant is requesting a Specific Use Permit to allow a commercial amusement center for The Wreck Room, a place where people can go to rid themselves of their frustrations. Customers will be able to break multiple items inside the building. Protective gear will be provided by the The Wreck Room. They will have private groupings/parties, expecting from ten to 30 people at a time. All items will be stored and contained inside the building. Large items such as an automobile will be the shell only; all fluids and glass will be removed prior to demolition. Ellis Auto will handle the one-for-one swap when the vehicles are exchanged. The business will be closed on Sunday and Monday; and hours of operation will be 3-10 p.m., Tuesday thru Saturday. The applicant is seeking an exception from the Planning and Zoning Commission for the paving requirement of the off-street parking for one year.

Origination:

Los Hermanos Partnership, LLC (Owners)
The Wreck Room (Proposed Tenant)
Charles White (Applicant)

Financial Consideration:

None

Staff Recommendation:

At the September 22, 2020 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter. Following the approval of the SUP on September 22, 2020, the applicant applied for a parking exception. **Staff recommends that, if Council approves this SUP, they do so with a time limit of one year to allow for the applicant to provide the required 30 paved off-street parking spaces.**

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6327 (modified to include one-year limit)

Aerial Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Building Elevations

Staff Review Letter

P&Z Communication

ORDINANCE NO. 6327

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A COMMERCIAL AMUSEMENT CENTER (THE WRECK ROOM) IN A C-1 (RETAIL BUSINESS) DISTRICT AT 700 EAST HOUSTON STREET, BEING LOTS 19-24, BLOCK 10, CHAFFIN'S 1ST ADDITION (LOS HERMANOS PARTNERSHIP, LLC, OWNERS; THE WRECK ROOM, PROPOSED TENANT; AND CHARLES WHITE, APPLICANT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Los Hermanos Partnership, LLC (Owners), The Wreck Room (Proposed Tenant) and Charles White (Applicant) concerning the property at 700 East Houston Street are granted a Specific Use Permit to allow a Commercial Amusement Center (The Wreck Room) and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lots 19-24, Block 10, Chaffin's 1st Addition.

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, the sign ordinance, the fence ordinance and the Commercial Tree and Landscaping Ordinance shall followed.
2. Fire 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 the right-of-way.
4. Parking is permitted on paved surfaces only (concrete or asphalt); a parking space is considered to be 9'x20'.
5. Screening shall be provided and maintained abutting residentially zoned property.
6. No outside storage is allowed or parking of dismantled, junk or inoperable vehicles, wrecks, tires or parts is allowed.
7. Violation of the conditions of the SUP will terminate the Specific Use Permit.
8. Shall comply with current adopted construction codes.
9. Shall comply with all OSHA, EPA, City, Federal and State regulations for this use.
10. Shall abide by the City of Sherman Noise Ordinance (Chapter 8, Article 8.07).
11. Hours of operation shall meet all City Regulations.
12. Must provide minimum certificate of liability insurance in the amount of \$2,000,000.
13. The trash dumpster will need to be located inside the main building area and screened.
14. Review the zoning and development ordinance for additional requirements.
15. 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:

16. New drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department. Current approaches are non-conforming.
17. Parking will be permitted on private property only.
18. Parking will be permitted on improved surfaces only.
19. Verify requirements with Fire Marshall.
20. The City of Sherman does not maintain alleys.
21. Entrances/Exits off Houston Street will be left-in, left-out only.
22. Parking lot does not meet standard. Coordinate with City of Sherman Engineering Department.

Planning & Zoning Commission:

23. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner/applicant of the property subject to the Specific Use Permit must demonstrate that all applicable off-street parking requirements have been satisfied

on the property as a condition to the City's acceptance of an application to extend, renew or grant a new specific use permit for a Commercial Amusement Center or other permitted use on the property.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2020.

ADOPTED on this the _____ day of _____, 2020.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
NAME: _____
CITY ATTORNEY



700 E. Houston Street



700 East Houston Street

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 300 ft



Zoning - 700 East Houston Street

Legend

Special Districts Overlay

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

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1
FM 1417
Sam Rayburn Freeway
US Hwy 82 and 75
SH 289
FM 691
Zoning Districts
Representation: ShermGIS.DBO.ZoningDistrict_Rep
Unknown
BIP: Blalock Industrial Park
C-1: Retail Business District
C-2: General Commercial District

CO Office District
Lakes
M-1: Light Manufacturing District
M-1.5: Medium Manufacturing District
M-2: Heavy Manufacturing District
MH: Manufacturing Housing District
R-1: One Family Residential District
R-2: Multi-Family Residential District
R-A: Single Family Agricultural District
SF-1: Single Family Residential District
PD: Planned Development
ImageGIS.DBO.ORTHO_2020
RGB
Red: Band_1
Green: Band_2
Blue: Band_3



City of Sherman, Texas
Developmental Services Department

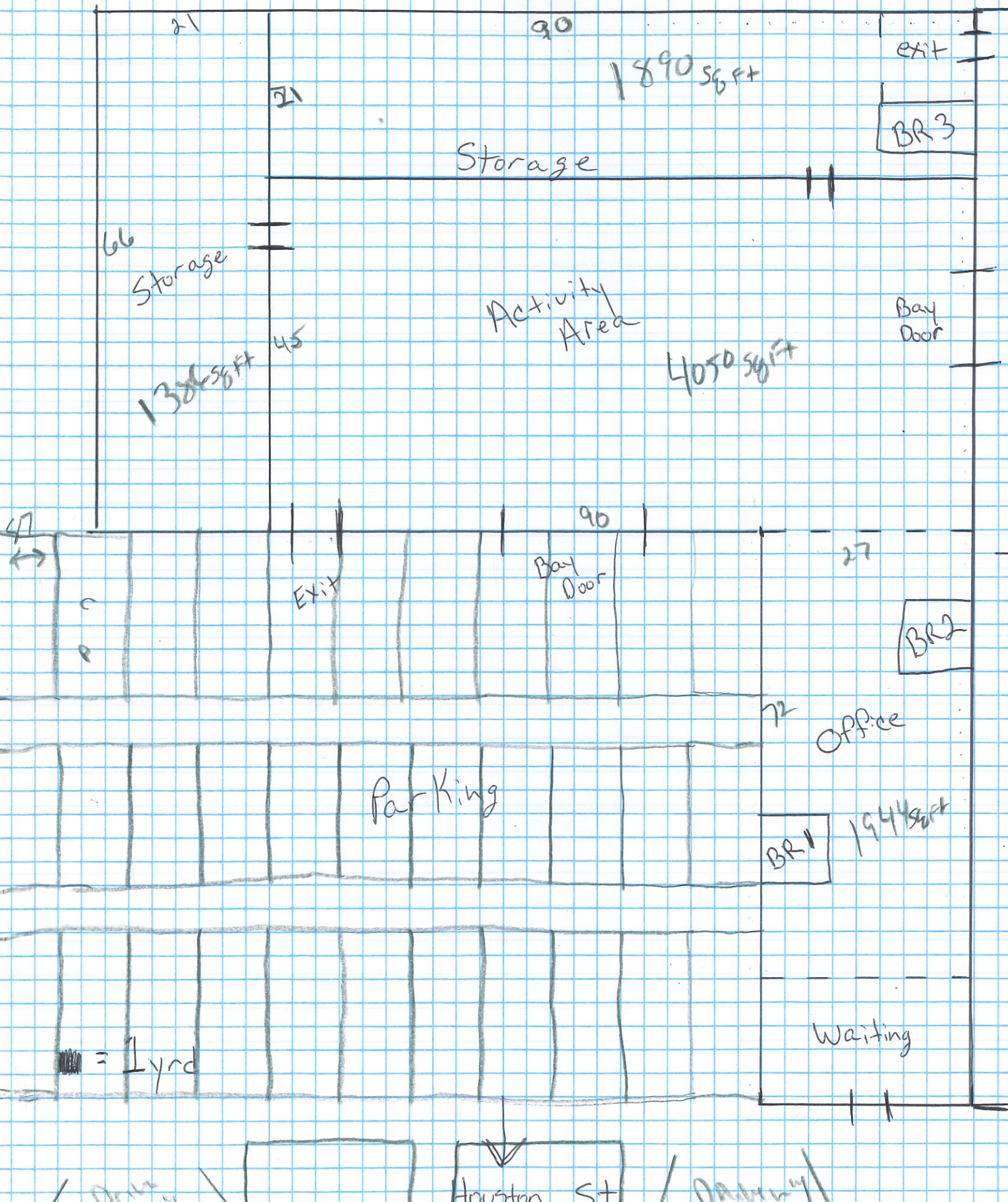


NOT TO SCALE

1 in = 100 ft

700 East Houston Street





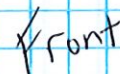
Building material
Corrugated R-Panel
Color / Beige / TAN
metal Roof-

Color / Beige / TAN

Color / Beige / TAN

The Wreck Room - you break it, we clean it." - A place where people can go to get rid of pent up frustration. Customers will have a chance to break multiple items.

The Wreck Room - you break it, we clean it." - A place where people can go to get rid of pent up frustration. Customers will have a chance to break multiple items.



1000 = 1 Yard



Signs 50
Here

20 ft

Wreck Room

Wreck Room

12 ft

Metal R-Channel
Brown Paint.









STAFF REVIEW LETTER

September 14, 2020

Los Hermanos Partnership LLC
Thomas Shields
427 N. Rusk
Sherman, TX 75090

Charles White
PO Box 62
Southmayd, TX 76268

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow a Commercial Amusement Center (The Wreck Room) in a C-1 (Retail Business) District at 700 East Houston Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 22, 2020 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, the sign ordinance, the fence ordinance and the Commercial Tree and Landscaping Ordinance shall followed.
2. Fire 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 the right-of-way.
4. Parking is permitted on paved surfaces only (concrete or asphalt); a parking space is considered to be 9'x20'.
5. Screening shall be provided and maintained abutting residentially zoned property.
6. No outside storage is allowed or parking of dismantled, junk or inoperable vehicles, wrecks, tires or parts is allowed.
7. Violation of the conditions of the SUP will terminate the Specific Use Permit.
8. Shall comply with current adopted construction codes.
9. Shall comply with all OSHA, EPA, City, Federal and State regulations for this use.
10. Shall abide by the City of Sherman Noise Ordinance (Chapter 8, Article 8.07).
11. Hours of operation shall meet all City Regulations.
12. Must provide minimum certificate of liability insurance in the amount of \$2,000,000.
13. The trash dumpster will need to be located inside the main building area and screened.
14. Review the zoning and development ordinance for additional requirements.
15. 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:

16. New drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department. Current approaches are non-conforming.
17. Parking will be permitted on private property only.
18. Parking will be permitted on improved surfaces only.
19. Verify requirements with Fire Marshall.
20. The City of Sherman does not maintain alleys.

21. Entrances/Exits off Houston Street will be left-in, left-out only.
22. Parking lot does not meet standard. Coordinate with City of Sherman 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.

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

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

Respectfully,



Rob Rae

Incoming Secretary, Planning and Zoning Board and Board of Adjustment

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

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



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

Agenda Item No. 6.

Meeting Date: 09/22/2020

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

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Requested Action/Proposed Use:

700 EAST HOUSTON STREET

The request of Los Hermanos Partnership, LLC (Owners), The Wreck Room (Proposed Tenant) and Charles White (Applicant) concerning the property at 700 East Houston Street, being Lots 19-24, Block 10, Chaffin's 1st Addition, as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Commercial Amusement Center (The Wreck Room) in a C-1 (Retail Business) District.

Background:

The property is located at 700 East Houston Street; the southeast corner of Houston and Throckmorton Streets. The property is zoned a C-1 (Retail Business) District. The applicant is requesting a Specific Use Permit to allow a commercial amusement center for The Wreck Room, a place where people can go to get rid of their frustrations. Customers will be able to break multiple items inside the building.

Adjacent Zoning:

R-1 (One Family Residential) District

C-1 (Retail Business) District

M-2 (Heavy Manufacturing) District

Origination:

Los Hermanos Partnership, LLC (Owners)

The Wreck Room (Proposed Tenant)

Charles White (Applicant)

Master Plan Designation:

Industrial – This character type typically has very large lot sizes with large buildings that are used for industrial purposes. A lot may have any number of buildings or storage facilities. Parking lots are necessary for employees and rail access may be necessary to ship/receive materials.

Number of notices mailed:

11

Objections Received:

0

Attachments

Aerial Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Building Elevations

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 2.

Meeting Date: 10/19/2020

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6328

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Patio Homes in an R-1 (One-Family Residential) District at 2700, 2704, 2708, 2712, 2716, 2720, 2724 and 2728 Hillview Lane, being Lots 1-8, Block 3 of the Final Plat of Block 2 and Block 3, West Canyon Creek Estates, Section 3, and 2700, 2703, 2710 and 2711 Fawnwood Court, being Lots 1-4, Block 4, Amended Plat of West Canyon Creek Estates, Section 3, Lots 1-5, Block 1 and Tracts 1-5 and Canyon Creek Drive (V-Prop, LLC, Owners; Lynn Vessels, Representative; Highland Homes, General Contractor; and Underwood Drafting and Surveying, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00

Issue:

To consider the request of V-Prop, LLC (Owners), Lynn Vessels (Representative), Highland Homes (General Contractor) and Underwood Drafting and Surveying (Surveyor) concerning the properties at 2700, 2704, 2708, 2712, 2716, 2720, 2724 and 2728 Hillview Lane, being Lots 1-8, Block 3 of the Final Plat of Block 2 and Block 3, West Canyon Creek Estates, Section 3, and 2700, 2703, 2710 and 2711 Fawnwood Court, being Lots 1-4, Block 4, Amended Plat of West Canyon Creek Estates, Section 3, Lots 1-5, Block 1 and Tracts 1-5 and Canyon Creek Drive for a Specific Use Permit to allow patio homes in an R-1 (One-Family Residential) District

Background:

The properties are located at 2700, 2704, 2708, 2712, 2716, 2720, 2724 and 2728 Hillview Lane and 2700, 2703, 2710 and 2711 Fawnwood Court, between Shady Oaks Lane and Pecan Grove Park. The properties are zoned an R-1 (One-Family Residential) District. The owners are requesting a Specific Use Permit to allow patio homes on twelve (12) lots for smaller setbacks for residential development and to adhere to the deed restrictions, which do not allow front facing garages and require a minimum 2,300 square foot living area. The smaller setbacks on the sides will provide adequate room for garage access and turn around room. The homes will have a 2/1 split, three-car garage attached to the main structure.

Origination:

V-Prop, LLC (Owners)
Lynn Vessels (Representative)
Highland Homes (General Contractor)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 22, 2020 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6328
Aerial Location Map
Zoning Map
Zoning Sign Photo
Patio Home Lots
Site Plans
Building Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6328

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

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, V-Prop, LLC (Owners), Lynn Vessels (Representative), Highland Homes (General Contractor) and Underwood Drafting and Surveying (Surveyor) concerning the properties at 2700, 2704, 2708, 2712, 2716, 2720, 2724 and 2728 Hillview Lane and 2700, 2703, 2710 and 2711 Fawnwood Court are granted a Specific Use Permit to allow patio homes in an R-1 (One-Family Residential) District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lots 1-8, Block 3 of the Final Plat of Block 2 and Block 3, West Canyon Creek Estates, Section 3 and Lots 1-4, Block 4, Amended Plat of West Canyon Creek Estates, Section 3, Lots 1-5, Block 1 and Tracts 1-5 and Canyon Creek Drive

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

Zoning:

1. All aspects of the R-1 (One-Family Residential) District, the patio home ordinance, the screening ordinance and the Residential Tree and Landscaping Ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Side yard setbacks must be uniform for all homes with a given block.
4. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9'x20'.
5. Parking is permitted on paved surfaces only (concrete or asphalt).
6. Violations of the conditions of the SUP will terminate the Specific Use Permit.
7. Screening shall be provided and maintained abutting any residential districts.
8. Any structures built over any of the easements on the property will require approval for an encroachment easement from the City Council.
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. Drive approaches and sidewalks must conform to City standard and a permit is required from City of Sherman Engineering Department.
12. Drive approaches must access cul-de-sac. No additional drives will be permitted on Canyon Creek Drive.
13. Sidewalks required along all street frontage.
14. No structures will be permitted within a platted utility easement.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2020.

ADOPTED on this the _____ day of _____, 2020.

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

CITY OF SHERMAN, TEXAS

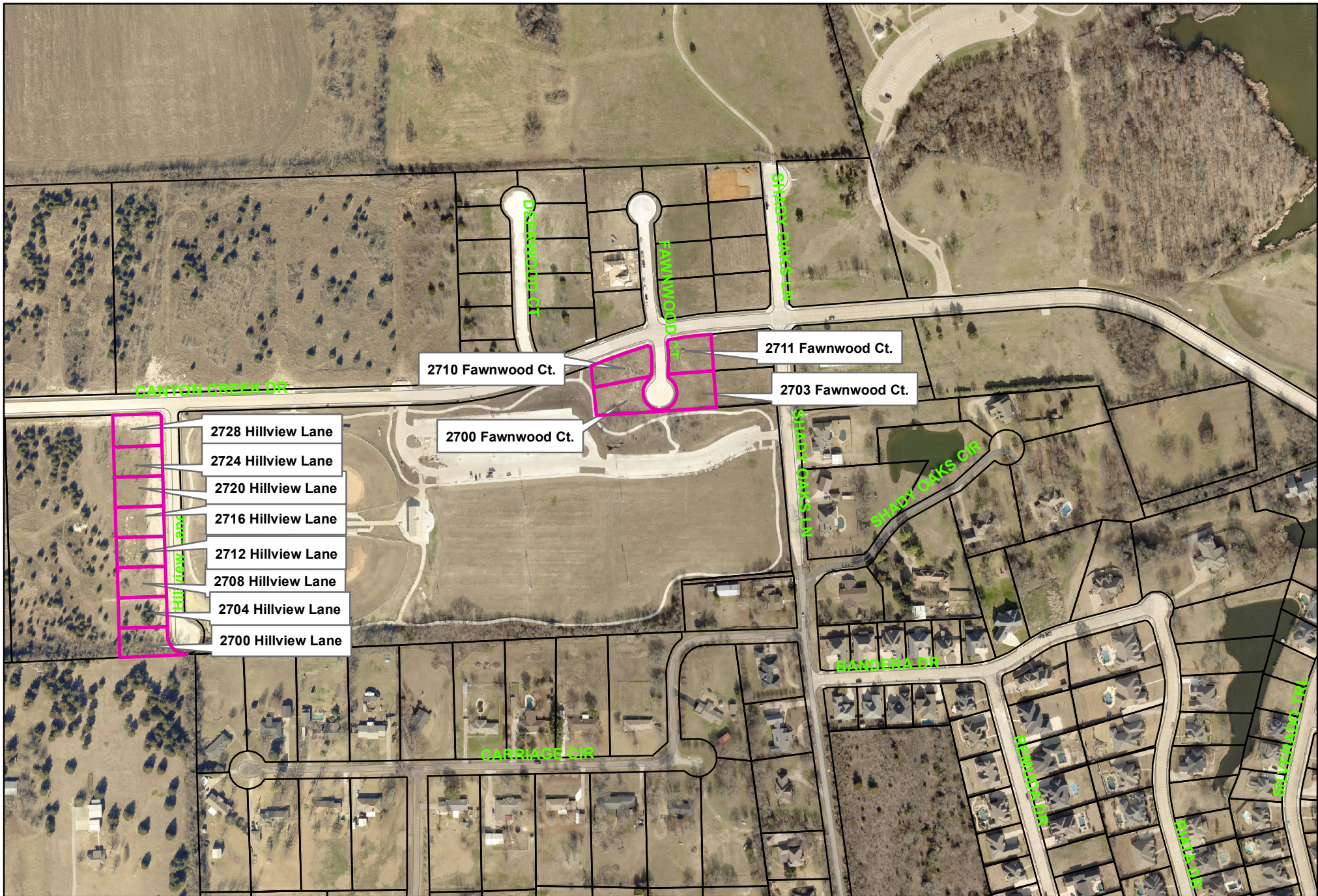
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
NAME: _____
CITY ATTORNEY



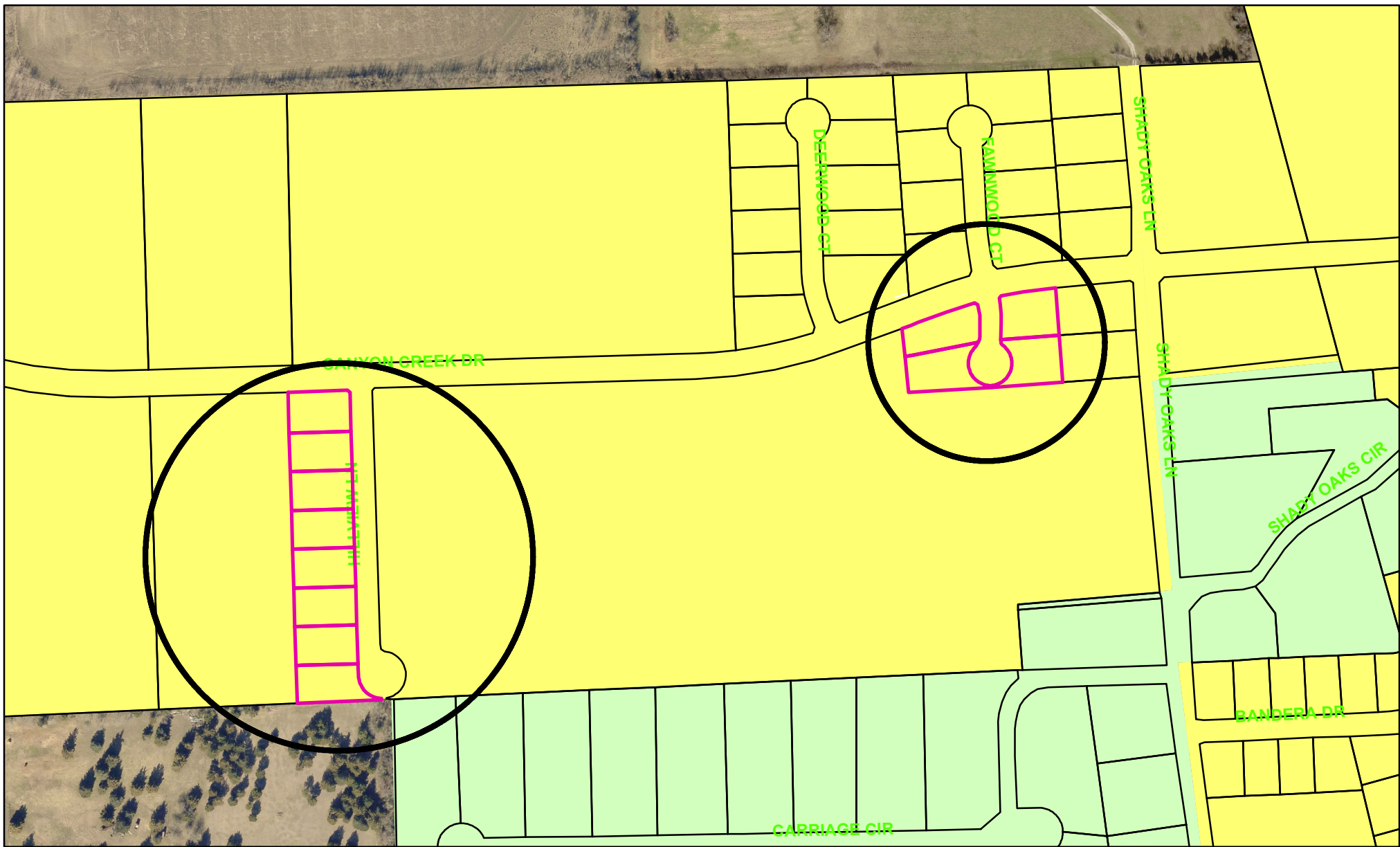
City of Sherman, Texas
Developmental Services Department

2700, 2704, 2708, 2712, 2716, 2720, 2724 & 2728 Hillview Lane
2700, 2703, 2710 & 2711 Fawnwood Court



NOT TO SCALE

1 in = 362 ft



Zoning - 2700, 2704, 2708, 2712, 2716, 2720, 2724 & 2728 Hillview Court and 2700, 2703, 2710 & 2711 Fawnwood Court



City of Sherman, Texas
Developmental Services Department

Special Districts Overlay
DISTRICT_NAME

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

Legend
Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

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

Zoning Districts
Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP: Blackrock Industrial Park
- C-1: Retail Business District
- C-2: General Commercial District

- CO Office District
- Lakes
- M-1: Light Manufacturing District
- M-1.5: Medium Manufacturing District
- M-2: Heavy Manufacturing District
- MH: Manufacturing Housing District
- R-1: One Family Residential District
- R-2: Multi-Family Residential District
- R-A: Single Family Agricultural District
- SF-1: Single Family Residential District
- PD: Planned Development



NOT TO SCALE

1 in = 300 ft

2700 Fawnwood Court



2710 Fawnwood Court



2703 & 2711 Fawnwood Court

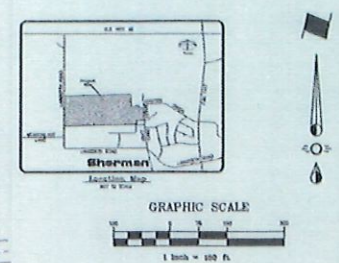


Hillview Lane



Hillview Lane





Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length
L1	520°/27°E	60.00	L8	100°/28°SE	6.00
L2	100°/31°E	80.00	L9	510°/31°E	8.00
L3	500°/33°E	100.00	L10	100°/29°W	10.00
L4	100°/31°E	107.00	L11	100°/31°W	45.00
			L12	510°/31°E	9.00
Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length
L5	500°/31°W	17.00	L13	510°/31°W	21.00
L6	400°/34°W	6.00	L14	500°/31°E	17.00
L7	50°/37°W	8.00	L15	100°/31°W	28.00
L8	100°/28°W	40.00	L16	100°/31°W	5.00

[illegible]

STATE OF TEXAS
COUNTY OF CREATION

GEORGE M. Mc, the undersigned authority, on this day personally appeared _____, known to me by the name and true name as _____, acknowledged to me alone and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 26th day of August, 2016.

George M. Mc
Notary Public in and for the State of Texas

05-20-2017
My Commission Expires on _____



STATE OF TEXAS
COUNTY OF CREATION

appeared on this 17th day of July, 2016, by the City Attorney and Joint Commissioners of the City of Sherman, Texas.

[Signature] Scott Shadlow
City Attorney

Affirmed by the City Council of the City of Sherman:

[Signature] 01/26/2016
Mayor Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that foregoing and last said act of SHERMAN JOINT COMMISSIONERS APPROVED BEING 3rd party City of Sherman was submitted to the City Council on the 26th day of August, 2016, and the City Council by formal action has taken notice the resolution of Authorization of the City of Sherman to provide drinking water shown and set forth on the May 16 to the undersigned heretofore by acting as Council further authorized heretofore advertisement.

Witness my hand on this 26th day of August, A.D. 2016.

S. L. McNeil
City Clerk of Sherman



DEVELOPER:
CITY OF SHERMAN
22 N. HAWKEYE STREET

Curve Table					
Curve	Length	Radius	Delta	Chord Distance	Chord Length
C6	271.58	1530.00	210.8233°	577.4240°	270.71

Curve Table					
Curve	Length	Radius	Delta	Chord Distance	Chord Length
C2	82.43	125.00	210.8233°	402.9517°	82.43
C3	284.80	30.00	210.8233°	18.7454°	56.60
C4	46.88	175.00	210.8233°	402.9517°	45.87
C5	350.87	100.00	210.8233°	59.7438°	245.78
C7	271.76	1633.00	210.8233°	587.1017°	269.65
C8	335.33	30.00	253.7130°	18.7454°	85.16
C9	25.85	182.00	212.7850°	430.8717°	23.88
C10	354.12	100.00	210.8233°	59.7456°	253.65
C12	264.88	170.00	212.8210°	430.8718°	263.28
C13	301.00	100.00	210.8233°	59.7437°	246.15
C14	272.38	1633.00	210.8233°	587.1438°	270.34

FINAL PLAT

WEST CANYON CREEK ESTATES SECTION 3

LOTS 15, BLOCK 1 & TRACTS 1-6

AN ADDITION TO THE CITY OF SHERMAN, QUADRA COUNTY, TEXAS
BEING: ALL OF THE REMAINDER OF A SIXTEEN AC TRACT
AND BEING A PORTION OF ONE ACRES, SITUATED IN THE
JAMES WARD TRACT, ADD 58-1-10, N. 1200
CITY OF SHERMAN, QUADRA COUNTY, TEXAS

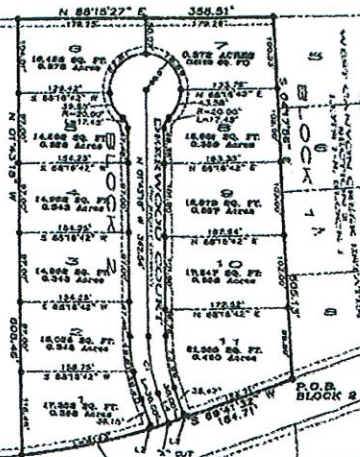
GIVEN: WEST CANYON CREEK PROPERTIES, LTD. 1451 FORT WORTH HIGHWAY SUITE 100 WEATHERFORD, TEXAS 76086	SURVEYORS: BROOKSTEIN, PUGH, CRANE, INC. CIVIL & SURVEYING ENGINEERING 414 North Central Expressway, Suite 1700 Ft. Worth, Texas 76102
---	---

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This drawing is the property of Autodesk, Inc. and may not be reproduced or used in any form without the express written permission of Autodesk, Inc. A symbol

11/14/2014 10:00 AM
SHERMAN, TEXAS 75090
(214) 424-3647
fax (214) 424-7684
AUGUST, 2016 016082 FP.dwg

TRACT 1
WEST CANYON CREEK ESTATES
SECTION 3
VOL. 24, PG. 124
P.R.G.C.T.

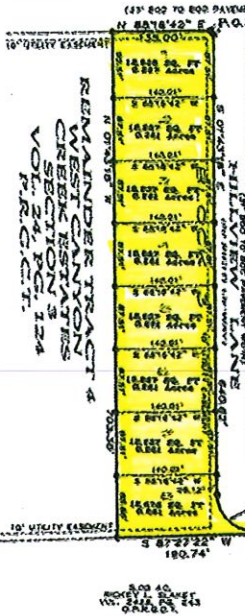
BLOCK 2 - 4.800 ACRES OF WHICH
1.001 ACRES LIES WITHIN
DEERWOOD COURT RIGHT-OF-WAY
DEDICATION
BLOCK 3 - 3.278 ACRES



CANYON CREEK DRIVE
10' RIGHT-OF-WAY

JAMES H. VADEN SURVEY
ABST. NO. 1288

TRACT 5
WEST CANYON CREEK ESTATES
SECTION 3
VOL. 24, PG. 124
P.R.G.C.T.



10' UTILITY EASEMENT
10' UTILITY EASEMENT
10' UTILITY EASEMENT

LEGEND

- 1/2" IRON PIPES SET
- ROUNDS OF VENTILATION FLUES
- BOUNDARY LINE
- PROPERTY LINE
- EASEMENT LINE

FINAL PLAT
BLOCK 2 & BLOCK 3
WEST CANYON CREEK ESTATES
SECTION 3

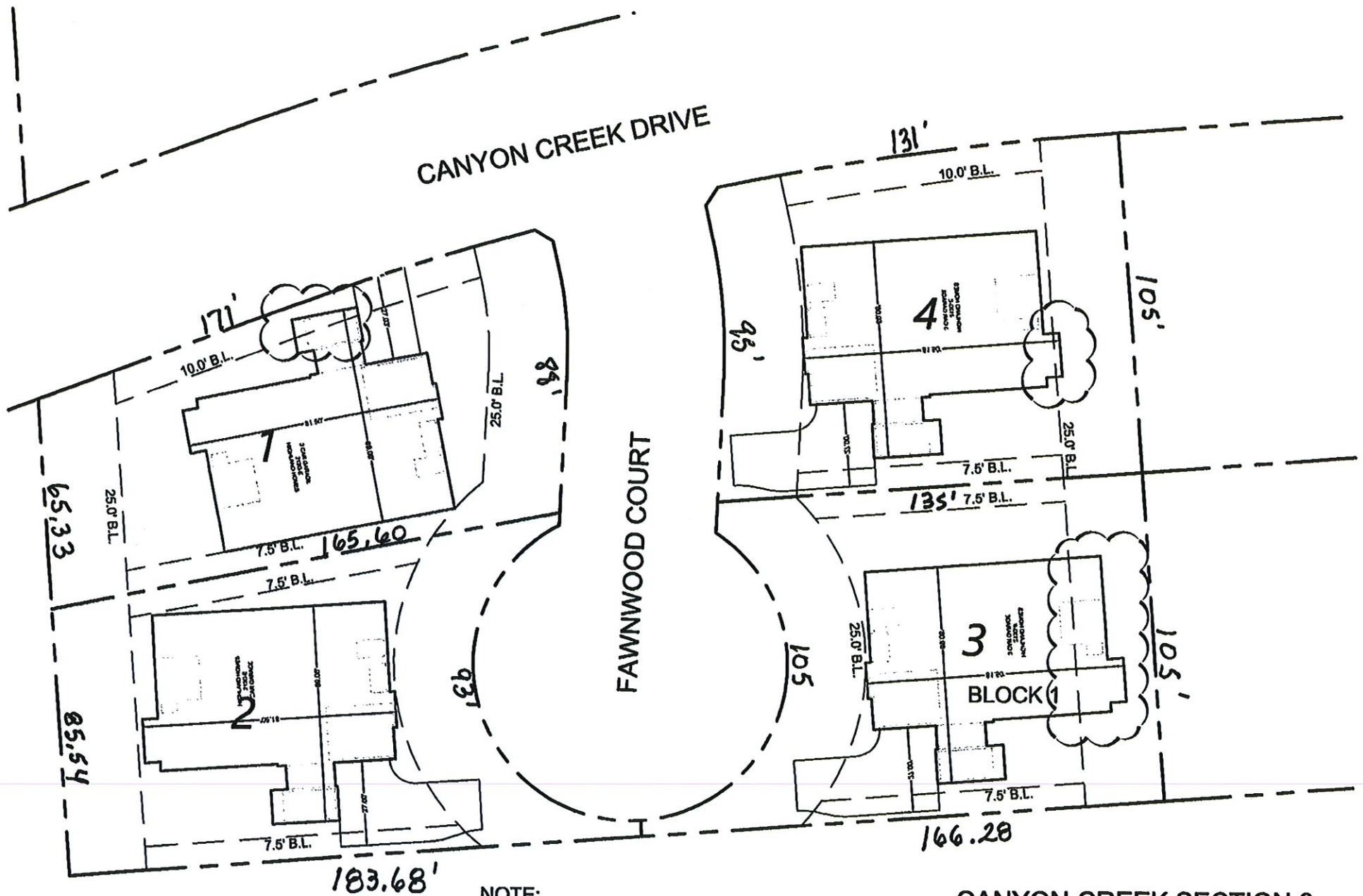
BEING A PART OF TRACT 1 AND A PART OF TRACT 4
OF WEST CANYON CREEK ESTATES, SECTION 3, AN
ADDITION TO THE CITY OF SALT LAKE

Filed for Record
in the Official Records of
Utah County Clerk
On: 11/16/2011 11:48 AM
in the PLAT BOOKS
WEST CANYON CREEK ESTATES
Doc Number: 111-143
Number of Pages: 2
Amended: 11/16/2011
By: LA



CANYON CREEK DRIVE

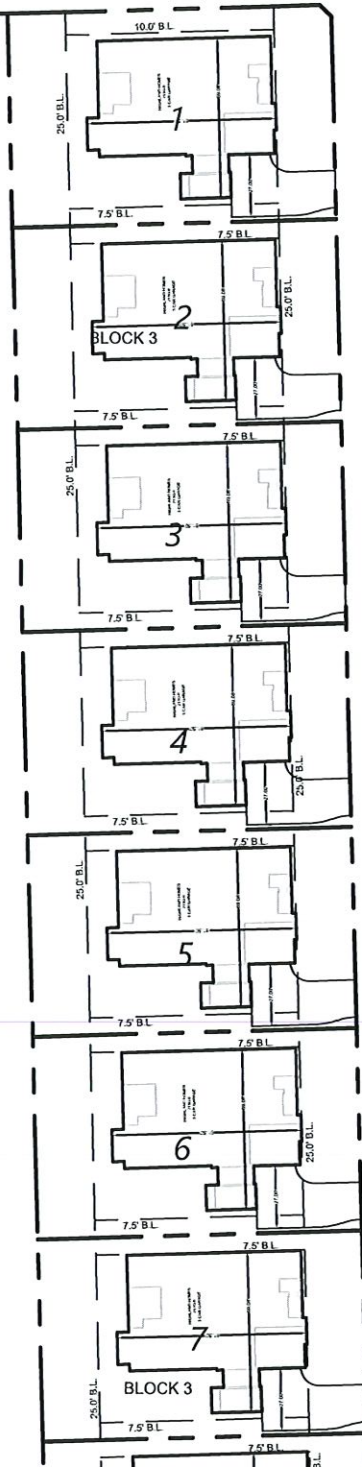
FAWNWOOD COURT



NOTE:
CLOUDED AREAS INDICATE SLAB
ENCROACHMENTS ON BUILD
LINES AND / OR EASEMENTS.

CANYON CREEK SECTION 3
LOTS 1-4, BLOCK 1
7.5' BUILD LINE EXHIBIT
8/24/2020

CANYON CREEK DRIVE



HILLVIEW LANE

PLAN 212G

(Elevation D)

shown with optional stone



© HIGHLAND HOMES

HIGHLAND
HOMES

5601 Democracy Drive, Ste. 300
Plano, Texas 75024
(972) 789-3500
www.hIGHLANDhomes.com

This is a representation of a prototype plan. Prices, plans, specifications, square footage and availability subject to change without notice or prior obligation. Square footage is approximate and may vary upon elevations and/or options selected. Please see your Sales Counselor for more information.

PLAN 213G

(Elevation D) 1 Story
shown with optional stone



© HIGHLAND HOMES

HIGHLAND
HOMES

5601 Democracy Drive, Ste. 300
Piso, Texas 75024
(972) 789-3500
www.HighlandHomes.com

This is a representation of a prototype plan. Prices, plans, specifications, square footage and availability subject to change without notice or prior obligation.
Square footage is approximate and may vary upon elevations and/or options selected. Please see your Sales Counselor for more information.

PLAN 214G

(Elevation D) 1 Story
shown with optional stone



© HIGHLAND HOMES

HIGHLAND
HOMES

5601 Democracy Drive, Ste. 300
Plano, Texas 75024
(972) 787-3500
www.HighlandHomes.com

This is a representation of a prototype plan. Prices, plans, specifications, square footage and availability subject to change without notice or prior obligation. Square footage is approximate and may vary upon elevations and/or options selected. Please see your Sales Counselor for more information.

PLAN 215G
(Elevation D)
shown with optional stone



© HOWARD HOKES

HIGHLAND
HOMES

5601 Democracy Drive, Ste. 300
Piano, Texas 75024
(972) 789-3500
www.HighlandHomes.com

This is a representation of a prototype plan. Prices, plans, specifications, square footage and availability subject to change without notice or prior obligation. Square footage is approximate and may vary upon elevations and/or options selected. Please see your Sales Counselor for more information.

STAFF REVIEW LETTER

September 14, 2020

V Prop LLC
132 Comfort Way Dr.
Sherman, TX 75092

Highland Homes
5601 Democracy Dr., Ste. 300
Plano, TX 75024

Highland Homes
Cody Ruthledge
5601 Democracy Dr., Ste. 300
Plano, TX 75024

Underwood Drafting & Surveying
3404 Interurban Rd.
Denison, Texas 75020

Dear Applicants,

The request for a Specific Use Permit to allow patio homes in an R-1 (One-Family Residential) District concerning the properties at 2700, 2704, 2708, 2712, 2716, 2720 2724 and 2728 Hillview Lane, and 2700, 2703, 2710 and 2711 Fawnwood Court,, has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 22, 2020 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the R-1 (One-Family Residential) District, the patio home ordinance, the screening ordinance and the Residential Tree and Landscaping Ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Side yard setbacks must be uniform for all homes with a given block.
4. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9'x20'.
5. Parking is permitted on paved surfaces only (concrete or asphalt).
6. Violations of the conditions of the SUP will terminate the Specific Use Permit.
7. Screening shall be provided and maintained abutting any residential districts.
8. Any structures built over any of the easements on the property will require approval for an encroachment easement from the City Council.
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. Drive approaches and sidewalks must conform to City standard and a permit is required from City of Sherman Engineering Department.
12. Drive approaches must access cul-de-sac. No additional drives will be permitted on Canyon Creek Drive.
13. Sidewalks required along all street frontage.
14. No structures will be permitted within a platted utility easement.

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

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

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

Respectfully,



Rob Rae

Incoming Secretary, Planning and Zoning Board and Board of Adjustment

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

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



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

Agenda Item No. 9.

Meeting Date: 09/22/2020

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

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Requested Action/Proposed Use:

**2700, 2704, 2708, 2712, 2716, 2720, 2724 & 2728 HILLVIEW LANE AND 2700, 2703 2710 & 2711
FAWNWOOD COURT**

The request of V-Prop, LLC (Owners), Lynn Vessels (Representative), Highland Homes (General Contractor) and Underwood Drafting and Surveying (Surveyor) concerning the properties at 2700, 2704, 2708, 2712, 2716, 2720 2724 and 2728 Hillview Lane, being Lots 1-8, Block 3 of the Final Plat of Block 2 & Block 3, West Canyon Creek Estates, Section 3, and 2700, 2703, 2710 and 2711 Fawnwood Court, being Lots 1-4, Block 4, Amended Plat of West Canyon Creek Estates, Section 3, Lots 1-5, Block 1 & Tracts 1-5 & Canyon Creek Drive, as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow patio homes in an R-1 (One-Family Residential) District.

Background:

The properties are located at 2700, 2704, 2708, 2712, 2716, 2720 2724 and 2728 Hillview Lane and 2700, 2703, 2710 and 2711 Fawnwood Court between Shady Oaks Lane and Pecan Grove Park. The properties are zoned an R-1 (One Family Residential) District.

The owners are requesting a Specific Use Permit to allow patio homes on twelve (12) lots, which will allow smaller setbacks for residential development and adhere to the deed restrictions, which do not allow front facing garages and require a minimum 2,300 square foot living area. The smaller setbacks on the sides will provide adequate room for garage access and turn around room. The homes will also have a 2/1 spilt (3 car garage).

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

V Prop LLC (Owners)
Highland Homes, Cody Rutledge (Representative)
Underwood Drafting and Surveying (Surveyor)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

Number of notices mailed:

5

Objections Received:

0

Attachments

Aerial Location Map
Zoning Map
Zoning Sign Photo
Patio Home Lots
Site Plans
Building Elevations
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 3.

Meeting Date: 10/19/2020

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6329

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Contractor's Office/Warehouse in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District at 310 West U.S. Highway 82, being 1.56 acres in the J.B. McAnair Survey, Abstract No. 763 (Edgar Wayne McCarley Trust, Owners; Aleman Roofing and Construction, Proposed Tenant; Anthony Aleman, Representative; Kent Hughlett, Architect; and Helvey-Wagner Surveying, Inc., Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00

Issue:

To consider the request of Edgar Wayne McCarley Trust (Owners), Aleman Roofing and Construction (Proposed Tenant), Anthony Aleman (Representative), Kent Hughlett (Architect), and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 310 West U.S. Highway 82, being 1.56 acres in the J.B. McAnair Survey, Abstract No. 763 for a Specific Use Permit to allow a contractor's office/warehouse in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District

Background:

The property is located at 310 West U.S. Highway 82, the southwest corner of Hickory Street and U.S. Highway 82. The property is zoned a C-1 (Retail Business) District and located in the O-1 (75 & 82) Overlay District. The following items have been approved for the property: a zone change to a C-2 (General Commercial) District in 1979 (Ordinance No. 3351); a Specific Use Permit to allow a digital billboard in an C-2 (General Commercial) District on June 7, 2010; and a variance to allow a 25' front setback for a 50' tall digital billboard.

Aleman Roofing would like to move their business; and they are requesting a Specific Use Permit to allow a Contractor's Office at this location. They would like to construct a 7,900 square foot, brick veneer office/warehouse building between the two existing buildings. Twenty-five (25) parking spaces will be provided.

Origination:

Edgar Wayne McCarley Trust (Owners)
Aleman Roofing and Construction (Proposed Tenant)
Anthony Aleman (Representative)
Kent Hughlett (Architect)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 22, 2020 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6329
Aerial Location Map
Zoning Map
Zoning Sign Photo
Survey
Site Plan/Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6329

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

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Edgar Wayne McCarley Trust (Owners), Aleman Roofing and Construction (Proposed Tenant), Anthony Aleman (Representative), Kent Hughlett (Architect) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 310 West U.S. Highway 82 is granted a Specific Use Permit to allow a Contractor's Office/Warehouse in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, and being a part of the J. B. McAnair Survey, Abstract No. 763, and being the 1,560 acre tract of land conveyed by Warranty Deed dated March 27, 1989, from Texoma Trailer Sales, a Texas

Corporation, to Wayne E. McCarley and wife, Stella McCarley, and recorded in Volume 2029, Page 243, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a concrete highway monument in the South right-of-way line of U.S. Highway No. 82, said monument maintaining the Southeast corner of said 1.560-acre tract of land;

THENCE South 74 deg. 36 min. 49 sec. West with the general course of a fence the occupied South line of said 1.560 acre tract a distance of 356.88 feet to an angle point;

THENCE South 74 deg. 52 min. 00 sec. West continuing with the occupied South line of said 1.560 acre tract, and said fence it distance of 264.20 feet to an angle point;

THENCE South 75 deg. 33 min. 37 sec. West continuing with the occupied South line of said 1.560 acre tract, and said fence a distance 60.49 feet to a Bois D Arc fence corner post, the Southwest corner of said 1.560 acre tract;

THENCE North 01 deg. 14 min. 28 sec. East with a fence, the West line of said 1.560 acre tract, a distance of 174.56 feet to it point in the South right-of-way line of said U.S. Highway No. 82, the Northwest corner of said 1.560 acre tract;

THENCE North 85 deg. 51 min. 00 sec. East with the North line of said 1.560 acre tract the South right-of-way line of said U.S. Highway No. 82, a distance of 504.78 feet to a concrete highway monument, the Northeast corner of said 1.560 acre tract;

THENCE South 77 deg. 53 min. 00 sec. East with the East line of said 1.560 acre tract of land, the South right-of-way line of said U.S. Highway No. 82, a distance of 153.90 feet to the **PLACE OF BEGINNING and containing 1.56 acres of land, more or less.....**

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the O-1 (75 & 82) Overlay District, the screening ordinance, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. The setback requirement is forty (40) feet from the front property line or twenty-five (25) feet plus the height of the building, whichever is greater.
3. Parking is permitted on paved surfaces only, a parking space is considered to be 9'x20'.
4. All parking shall be on private property and shall not encroach into Highway 82 access road right-of-way.

5. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
6. Screening is required and to be maintained abutting residentially zoned property.
7. Outdoor storage shall be screened from public view and residential uses and shall not exceed the height of the screening device.
8. No storage of materials or parking of trailers or vehicles over ¾ ton shall be permitted in the front 25 feet of the lot.
9. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way.
10. Any structures built over any utility or drainage easements will require an encroachment easement approved by the City Council.
11. The trash dumpster will need to be located in the main building area.
12. Violation of the conditions of the SUP will terminate the Specific Use Permit.
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. Platting of the property is required.
16. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department.
17. Privately owned and maintained detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
18. The location of trash receptors must be approved by the Public Works Department.
19. Verify fire lane requirements with Fire Marshall.
20. City sewer does not serve subject property. On-site sewage facility or extension of sewer main by developer is required.
21. City water may not serve both structures on property. Verification of location of water main and services suggested to ensure water availability.
22. Separate water and sewer services required if platted into multiple lots.
23. Parking does not comply with TAS requirements. Coordinate with City of Sherman Engineering Department.
24. Verify parking space requirements with Building & Zoning Department. Typical parking space size is 9'x20.'

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

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

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

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

INTRODUCED on this the _____ day of _____, 2020.

ADOPTED on this the _____ day of _____, 2020.

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

CITY OF SHERMAN, TEXAS

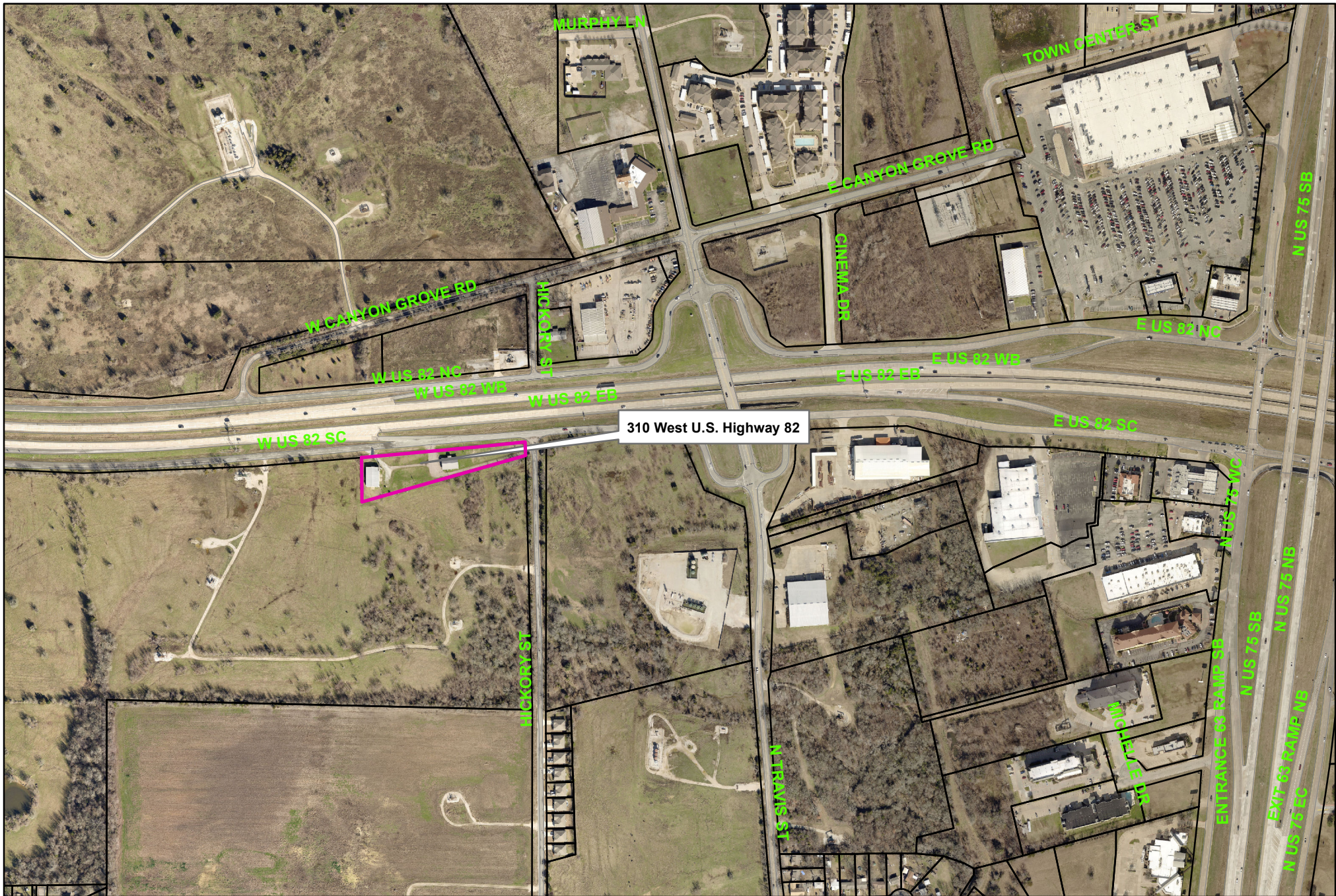
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

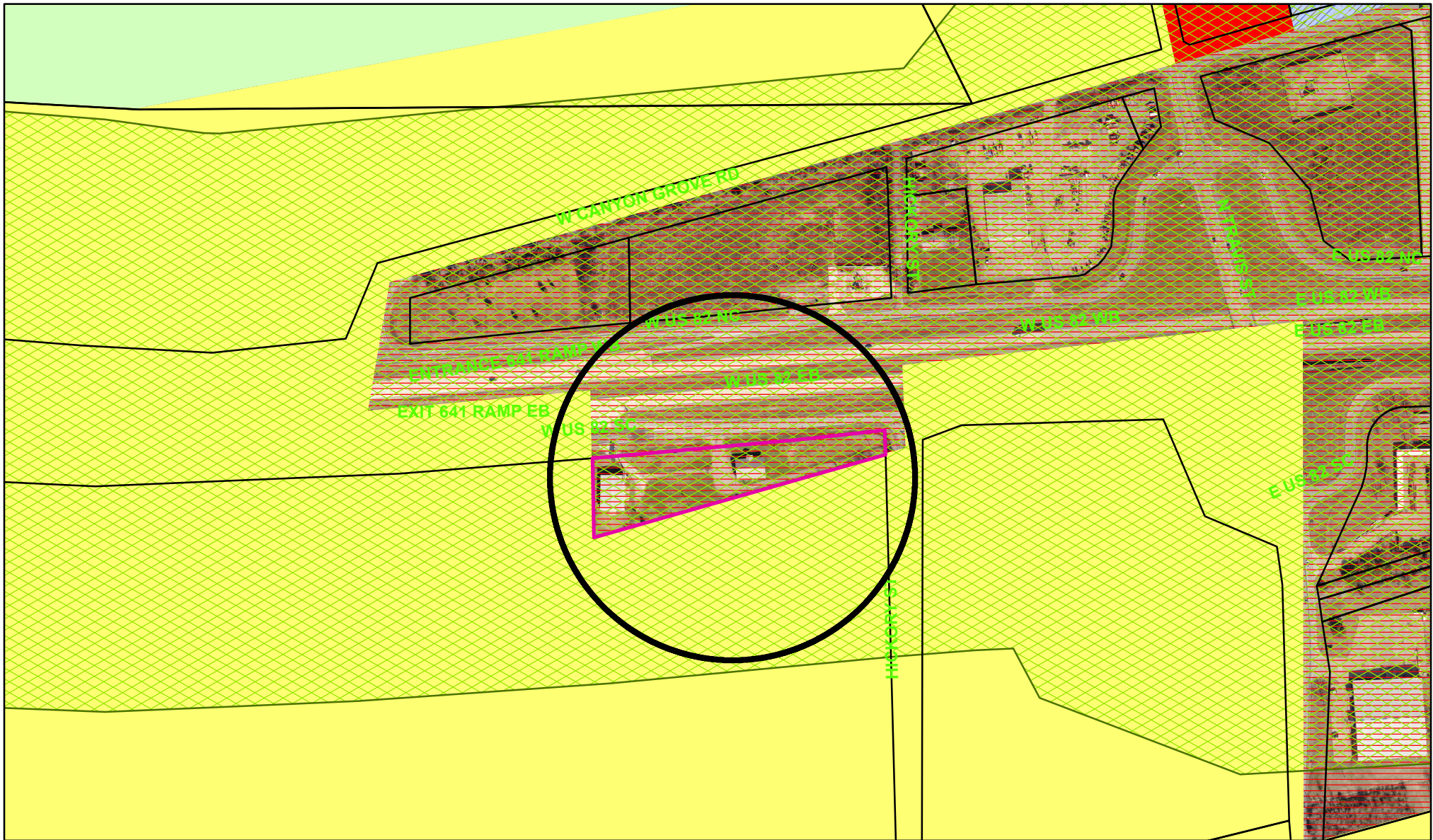
BY: _____
NAME: _____
CITY ATTORNEY



City of Sherman, Texas
Developmental Services Department

310 West U.S. Highway 82

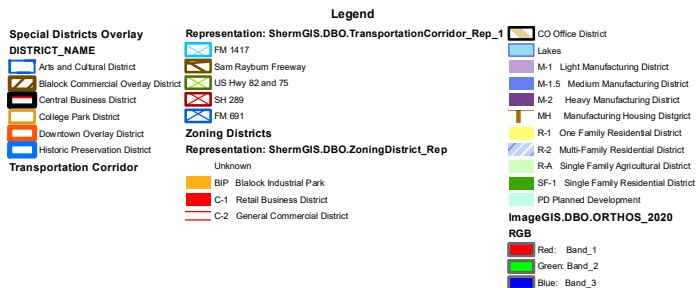

$$1 \text{ in} = 500 \text{ ft}$$



Zoning - 310 West U.S. Highway 82



City of Sherman, Texas
Developmental Services Department



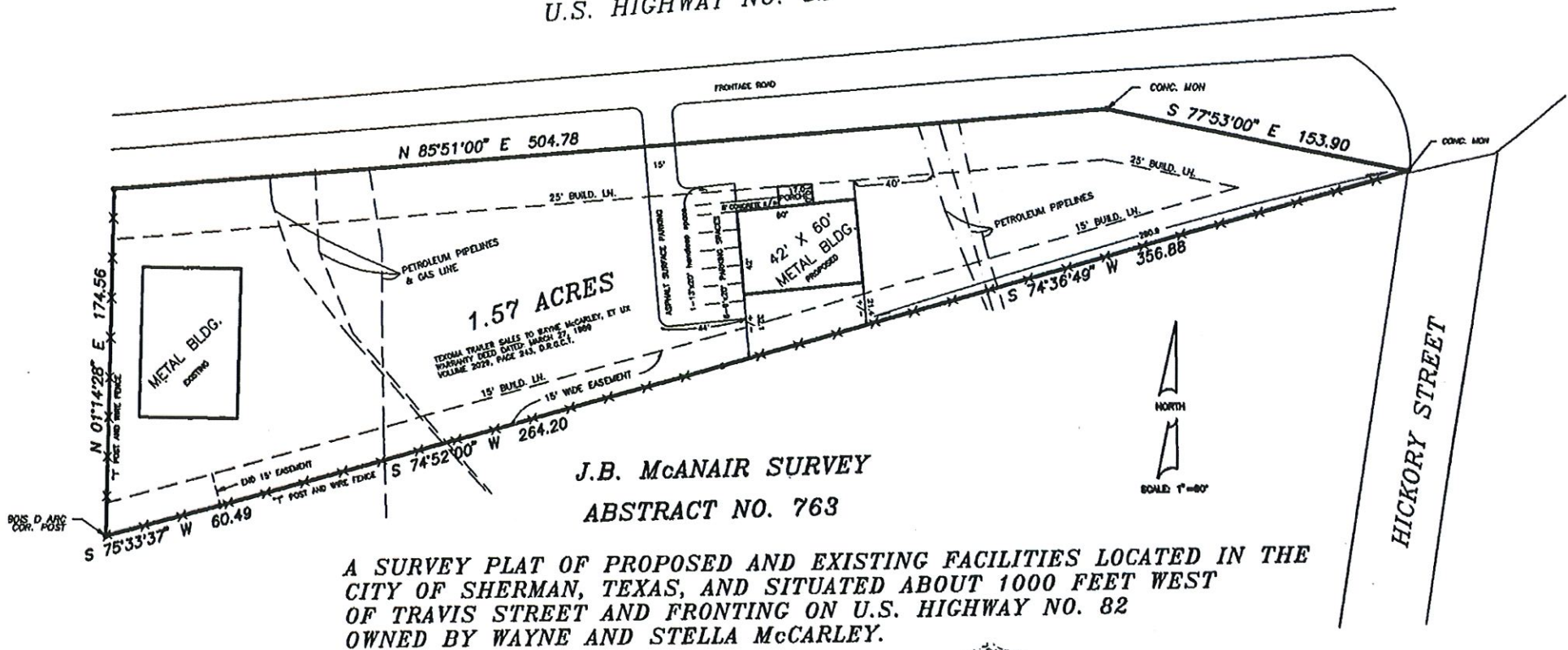
NOT TO SCALE

1 in = 300 ft

310 West U.S. Highway 82

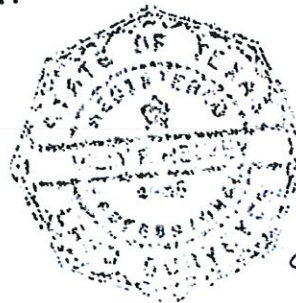


U.S. HIGHWAY NO. 82



HELVEY & ASSOCIATES SURVEYING, INC.

222 WEST MAIN
DENISON, TEXAS 75020
(903) 463-6191



Billy F. Helvey
BILLY F. HELVEY R.P.L.S. NO. 4488
NOVEMBER 17, 1994

SITE DATA SUMMARY

Existing Zoning	C2
Land Use	C2 COMMERCIAL
Lot Area (total)	68,389sf
Building Area (new building)	7,800sf
Total Floor Area (all buildings)	20.6%
Proposed Number of Buildings	3
Building Height	20'-0"
Open Space	79.4%
Required Parking for New Warehouse	8
(1 space per 1000sf)	
Proposed Parking	25
(1 space per 400sf existing office)	

This development will be comprised of three pre-engineered steel buildings which will provide leasable warehouse space for small business owners within C-2 approved requirements. The development will have concrete paving with fire lanes and screened dumpsters per City requirements.



RELEASE
FOR
P&Z REVIEW

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

ALEMAN OFFICE WAREHOUSE
310 W HIGHWAY 82
SHERMAN, TEXAS

C-1.0

AUG 21, 2020

STAFF REVIEW LETTER

September 14, 2020

Wayne McCarley
766 Gun Club Rd.
Denison, TX 75020

Tony Aleman
6 Timber Creek
Sherman, TX 75092

Kent Hughlett,
529 S. Crockett
Sherman, TX 75090

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

Dear Applicants,

The request for a Specific Use Permit to allow a Contractor's Office/Warehouse in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District and site plan approval for an office/warehouse addition concerning the property at 310 West U.S. Highway 82, has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 22, 2020 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the O-1 (75 & 82) Overlay District, the screening ordinance, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. The setback requirement is forty (40) feet from the front property line or twenty-five (25) feet plus the height of the building, whichever is greater.
3. Parking is permitted on paved surfaces only, a parking space is considered to be 9'x20'.
4. All parking shall be on private property and shall not encroach into Highway 82 access road right-of-way.
5. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
6. Screening is required and to be maintained abutting residentially zoned property.
7. Outdoor storage shall be screened from public view and residential uses and shall not exceed the height of the screening device.
8. No storage of materials or parking of trailers or vehicles over ¾ ton shall be permitted in the front 25 feet of the lot.
9. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way.
10. Any structures built over any utility or drainage easements will require an encroachment easement approved by the City Council.
11. The trash dumpster will need to be located in the main building area.
12. Violation of the conditions of the SUP will terminate the Specific Use Permit.
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. Platting of the property is required.
16. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department.
17. Privately owned and maintained detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
18. The location of trash receptors must be approved by the Public Works Department.
19. Verify fire lane requirements with Fire Marshall.
20. City sewer does not serve subject property. On-site sewage facility or extension of sewer main by developer is required.
21. City water may not serve both structures on property. Verification of location of water main and services suggested to ensure water availability.
22. Separate water and sewer services required if platted into multiple lots.
23. Parking does not comply with TAS requirements. Coordinate with City of Sherman Engineering Department.
24. Verify parking space requirements with Building & Zoning Department. Typical parking space size is 9'x20.'

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

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

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

Respectfully,



Rob Rae

Incoming Secretary, Planning and Zoning Board and Board of Adjustment

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

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



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

Agenda Item No. 11.

Meeting Date: 09/22/2020

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

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Requested Action/Proposed Use:

310 WEST U.S. HIGHWAY 82

The request of Edgar Wayne McCarley Trust (Owners), Aleman Roofing and Construction (Proposed Tenant), Anthony Aleman (Representative), Kent Hughlett (Architect) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 310 West U.S. Highway 82, being 1.56 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

Planning and Zoning Commission

- Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Contractor's Office/Warehouse in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District.
- Site plan approval for an office/warehouse.

Background:

The property is located at 310 West U.S. Highway 82, the southwest corner of Hickory Street and U.S. Highway 82. The property is zoned a C-1 (Retail Business) District and also located in the O-1 (75 & 82) Overlay District. The following items have been approved for the property: a zone change to a C-2 (General Commercial) District in 1979 (Ordinance 3351); a Specific Use Permit to allow a digital billboard in a C-2 (General Commercial) District, June 7, 2010 (Ordinance 5652); and a variance to allow a 25' front setback for a 50' tall digital billboard.

Aleman Roofing and Construction is requesting a Specific Use Permit to allow a Contractor's Office and Warehouse at this location. They would like to construct a 7,900 square foot, brick veneer office/warehouse building between the two existing buildings. Twenty-five (25) parking spaces will be provided.

Adjacent Zoning:

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

Origination:

Edgar Wayne McCarley Trust (Owners)
Aleman Roofing and Construction (Proposed Tenant)
Anthony Aleman (Representative)
Kent Hughlett (Architect)
Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

Number of notices mailed:

2

Objections Received:

0

Attachments

Aerial Location Map
Zoning Map
Zoning Sign Photo
Survey
Site Plan/Elevations
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 4.

Meeting Date: 10/19/2020

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6330

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District and Section 8, Subsection (5)(a), Ordinance No. 2280 so as to Grant a Specific Use Permit to Allow a Travel Trailer Park (Ferguson RV Park) in a C-1 (Retail Business) District at 3551 East U.S. Highway 82, being 10.586 acres in the Samuel M. McGlothlin Survey, Abstract No. 811 (Sherman Church of God aka Pathway Church of God, Owners; Wendy Ferguson, Prospective Buyer; Ferguson RV Park, Proposed Tenant; Ron D. Beard & Associates, Architect; and North Texas Surveying, LLC, Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of Sherman Church of God (Owners), Wendy Ferguson (Prospective Buyer), Ferguson RV Park (Proposed Tenant), Ron D. Beard & Associates (Architect) and North Texas Surveying, LLC (Surveyor) concerning the property at 3551 East U.S. Highway 82, being 10.586 acres in the Samuel M. McGlothlin Survey, Abstract No. 811 for zone change approval from an R-1 (One Family Residential) District to a C-1 (Retail Business) District and a Specific Use Permit to allow a Travel Trailer Park in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District

Background:

The property is located at 3551 East U.S. Highway 82, the northwest corner of Skaggs Road and U.S. Highway 82. The property is zoned an R-1 (One Family Residential) District and is located in the O-1 (75 & 82) Overlay District.

The owners currently own two RV Parks in Oklahoma; and they would like to open another at this location. They are requesting a zone change to a C-1 (Retail Business) District and a Specific Use Permit to allow a travel trailer park for Ferguson RV Park. The proposed park will have 75-95 total sites. Amenities include a playground, pool, bark park, firepit, game areas and a lodge with a clubhouse, office, laundry and bath area. The exterior of the clubhouse/office will be hardi-plank siding with a composition roof. The onsite sewage facility will be direct injection or an aeration system on the west side of the property. The pads, fire lane and drive lanes will be concrete.

Origination:

Sherman Church of God (Owners)
Wendy Ferguson (Prospective Buyer)
Ferguson RV Park (Proposed Tenant)
Ron D. Beard & Associates (Architect)
North Texas Surveying, LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 22, 2020 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the zone change and Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6330
Aerial Location Map
Zoning Map
Zoning Sign Photo
Survey
Site Plan
Landscape Plan
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6330

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AND SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280 SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A TRAVEL TRAILER PARK (FERGUSON RV PARK) IN A C-1 (RETAIL BUSINESS) DISTRICT AT 3551 EAST U.S. HIGHWAY 82, BEING 10.586 ACRES IN THE SAMUEL M. MCGLOTHLIN SURVEY, ABSTRACT NO. 811 (SHERMAN CHURCH OF GOD AKA PATHWAY CHURCH OF GOD, OWNERS; WENDY FERGUSON, PROSPECTIVE BUYER; FERGUSON RV PARK, PROPOSED TENANT; RON D. BEARD & ASSOCIATES, ARCHITECT; AND NORTH TEXAS SURVEYING, LLC, SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, the following described property shall be in the C-1 (Retail Business) District at 3551 East U.S. Highway 82, and Sherman Church of God, AKA Pathway Church of God (Owners), Wendy Ferguson (Prospective Buyer), Ferguson RV Park (Proposed Tenant), Ron D. Beard & Associates (Architect) and North Texas Surveying, LLC (Surveyor) are granted a Specific Use Permit to allow a travel trailer park and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING a tract of land, situated in the Samuel M. McGlothlin Survey, Abstract No. 811, in Grayson County, Texas, and be all of that called 10.850 acre tract of land, described by deed to Pathway Church of God, as recorded in Volume 2859 Page 300, of the Deed Records, Grayson County, Texas (D.R.G.C.T.), and being more particularly described, as follows.

BEGINNING at a ½ inch iron rod with a plastic cap stamped "RPI-S 5312" found for the southwesterly corner of said 10.580 acre tract, same being the southeasterly corner of a tract of land, described by deed to Simka Limited Partnership, as recorded in Volume 2312, Page 788, D.R.G.C.T., said corner also being in the northerly monumented line of U.S. Highway No. 82,

THENCE North 01° 08' 37" West, along the common line between said Simka tract and 10.850 acre tract, a distance of 463.39' to a ½ inch iron rod found in Baker Ridge Road, said corner being the northeasterly corner of said Simka tract and the northwesterly corner of said 10.850 acre tract;

THENCE along said Baker Ridge Road, the following three (3) courses and distances:

South 88° 55' 21" East, a distance of 651.08 feet to a mag nail set for an angle point;

North 88° 47' 59" East, a distance of 142.67 feet to a mag nail set for an angle point;

North 82° 32' 46" East, a distance of 170.29 feet to a railroad spike found for the northeasterly corner of said 10.850 acre tract, same being near the intersection of Baker Ridge Road and Skaggs Road;

THENCE South 01° 03' 52" West, along the easterly line of said 10.850 acre tract, same being along Skaggs Road, a distance of 492.67 feet to a mag nail set for corner in the northwesterly monumented line of U.S. Highway No. 82;

THENCE along said northwesterly monumented line of U.S. Highway No. 82, the following four (4) courses and distances:

North 72° 45' 41" West, a distance of 20.82 feet to a ½ inch iron rod with a yellow plastic cap stamped "RPI-S 5686" set for corner;

South 48° 66' 19" West, a distance of 117.50 feet to a point for corner near a broken concrete monument found;

North 72° 45' 41" West, a distance of 200.27 feet to a point for corner near a broken concrete monument found;

North 87° 30' 07" West, a distance of 644.91 feet to the **POINT OF BEGINNING and containing 461,147 square feet or 10.586 acres of land, more or less.....**

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, the O-1 (75 & 82) Overlay District, Article 3.09 Travel Trailers, the screening ordinance, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. The setback requirement is forty (40) feet from the front property line or twenty-five (25) feet plus the height of the building, whichever is greater.
3. Parking is permitted on paved surfaces only, a parking space is considered to be 9'x20'.
4. All parking shall be on private property and shall not encroach into Highway 82 access road right-of-way.
5. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
6. Screening is required and to be maintained abutting residentially zoned property.
7. Glare and illumination standards should ensure that the mechanisms providing light do not negatively impact the appearance of the site and ensure that light is contained to the extent that adjacent areas are not detrimentally affected. All lighting shall be shielded as not to produce intensive or excessive light or glare on adjacent property.
8. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way.
9. The trash dumpster will need to be located in the main building area.
10. Violation of the conditions of the SUP will terminate the Specific Use Permit.
11. Review the zoning and development ordinance for additional requirements.
12. 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:

13. Platting of the subject property is required.
14. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standard and a permit is required from City of Sherman Engineering Department.
15. Proposed approaches off U.S. Hwy. 82 and Skaggs Road do not meet City or TxDOT standard.
16. Entrances/Exits off U.S. Hwy. 82 service road will be right-in, right-out only.
17. Parking will be permitted on improved surfaces only.
18. Parking will be permitted on private property only.
19. Privately owned and maintained detention in accordance with City criteria is required. Engineering plans shall be provided to City of Sherman Engineering Department for review and approval. Ownership and maintenance information to be shown on plat.

20. Verify fire lane requirements with Fire Marshall.
21. City water does not serve subject property. On-site water or extension of water main by developer is required.
22. City sewer does not serve subject property. On-site sewage facility or extension of sewer main by developer is required.
23. Internal water and sewer lines will be privately owned and maintained.
24. Development Agreement required for public infrastructures.
25. The location of trash receptors must be approved by the Public Works Department.

SECTION 3. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 12, Ordinance No. 2280.

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

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

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

INTRODUCED on this the _____ day of _____, 2020.

ADOPTED on this the _____ day of _____, 2020.

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

CITY OF SHERMAN, TEXAS

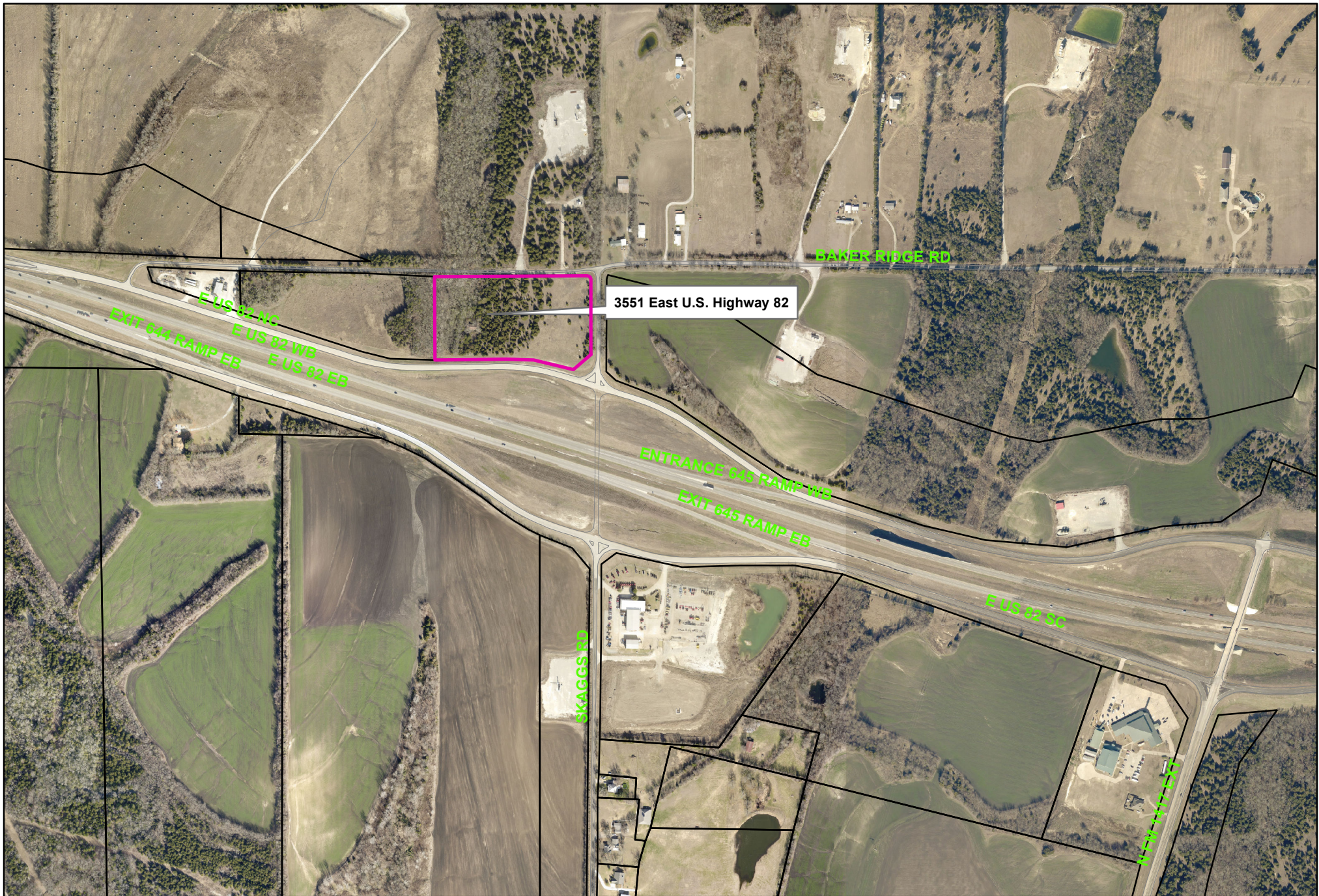
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
NAME: _____
CITY ATTORNEY



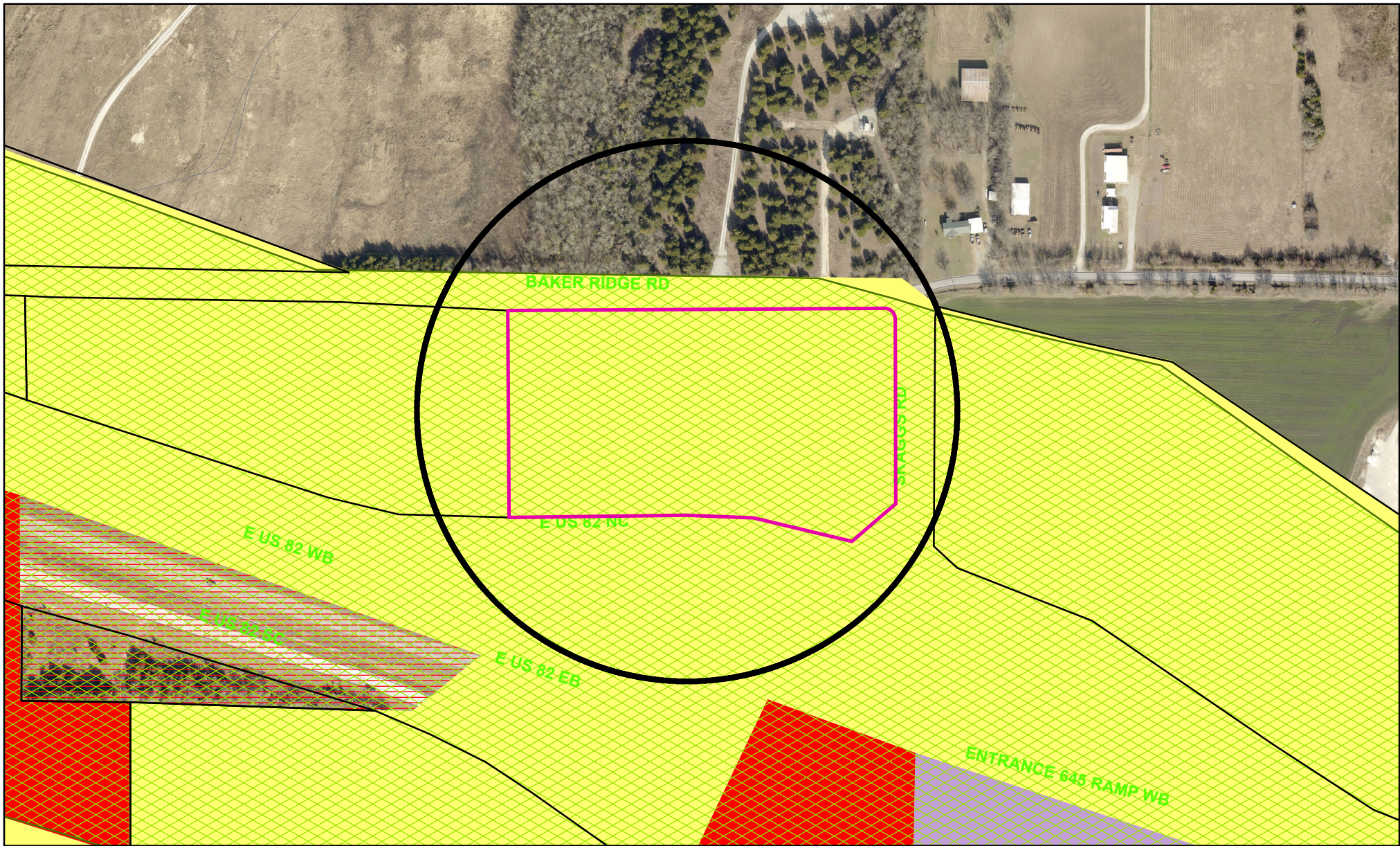
City of Sherman, Texas
Developmental Services Department

3551 East U.S. Highway 82



NOT TO SCALE

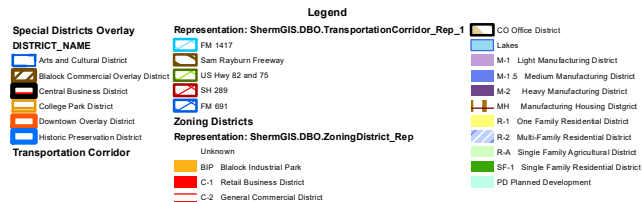
1 in = 700 ft



Zoning - 3551 East U.S.Highway 82



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 300 ft

3551 East U.S. Highway 82



Being a tract of land, situate in the Samuel M. McGlothlin Survey, Abstract No. 811, in Grayson County, Texas, and being all of that called 10.850 acre tract of land, described by deed to Pathway Church of God, as recorded in Volume 2859, Page 300, of the Deed Records, Grayson County, Texas (D.R.G.C.T.), and being more particularly described, as follows:

THENCE North 01°08'37" West, along the common line between said Simka tract and 10.850 acre tract, a distance of 463.39' to a 1/2" iron rod found in Baker Ridge Road, said corner being the northeasterly corner of said Simka tract and the northwesterly corner of said 10.850 acre tract;

South 88°55'21" East, a distance of 651.08' to a mag nail set for an angle point;

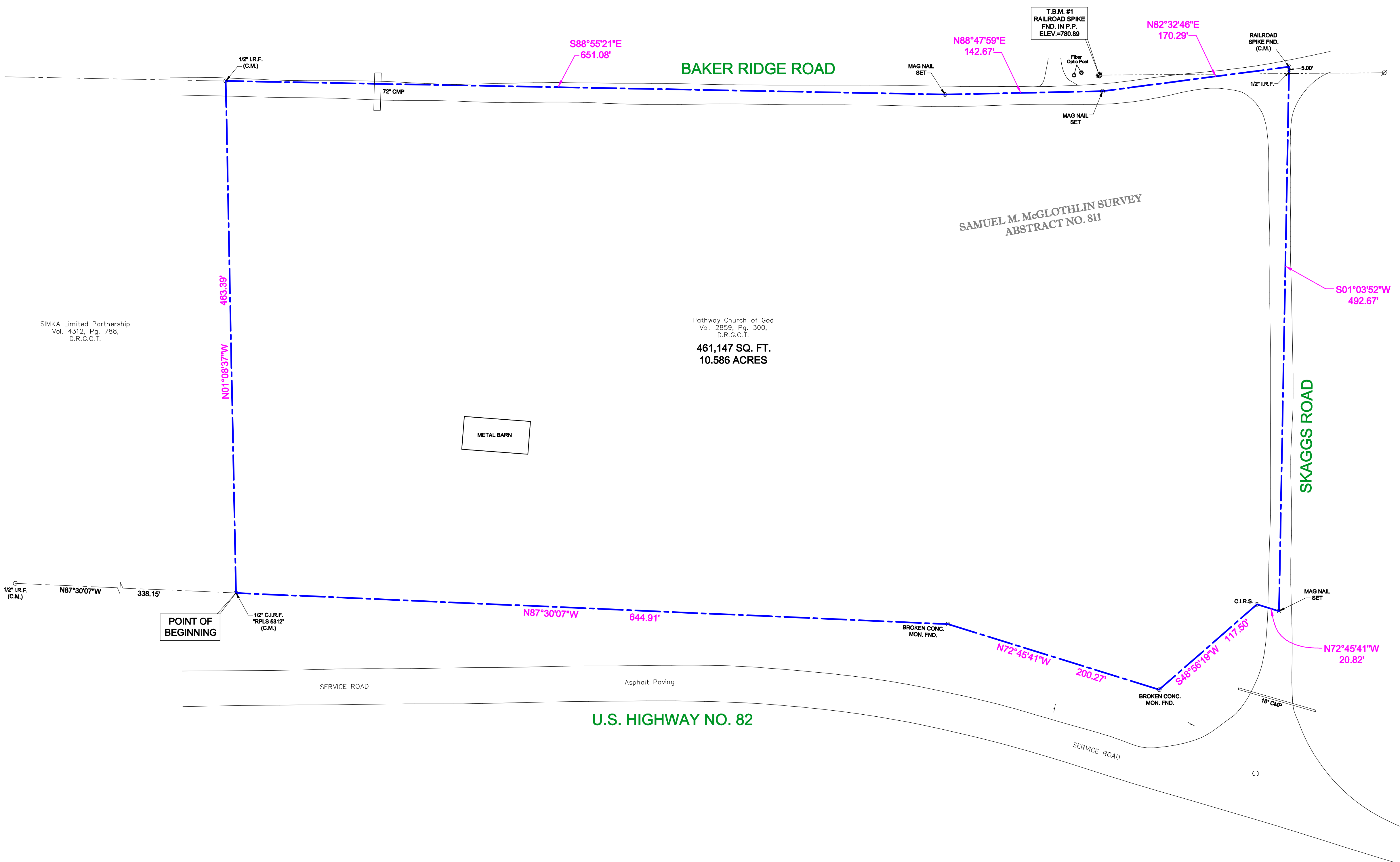
North 82°32'46" East, a distance of 170.29' to a railroad spike found for the northeasterly corner of said 10.850 acre tract, same being near the intersection of Baker Ridge Road and Skaggs Road;

THENCE South 01°03'52" West, along the easterly line of said 10.850 acre tract, same being along Skaggs Road, a distance of 492.67' to a mag nail set for corner in the northwesterly monumented line of U.S. Highway No. 82;

North 72°45'41" West, a distance of 20.82' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set for corner;

North 72°45'41" West, a distance of 200.27' to a point for corner near a broken concrete monument found;

North 87°30'07" West, a distance of 644.91' to the POINT OF BEGINNING and containing 461,147 square feet or 10.586 acres of land, more or less.



1. According to the Flood Insurance Rate Map of Grayson County, Texas, Map No. 48181C0290F, Map Revised September 29, 2010, the herein described property is located in Zone "X", described by said map to be, "areas determined to be outside the 0.2% annual chance floodplain". This flood statement does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor in any way.

2. The surveyor has relied on the Title Commitment provided by the Title Company listed herein with regard to any easements, restrictions, or rights-of-way affecting the herein described Property. No additional research regarding said easements, restrictions or rights-of-way has been performed by the surveyor.

3. Bearings, coordinates (surface) and elevations are based on the Texas State Plane Coordinate System, North Central Zone (4202), NAD83, as rectified to the City of Sherman GPS Monument No(s). 1-102 and 1-104. Surface to grid conversion factor is 0.99892553, at base point 0.0.

TO: Fidelity National Title Insurance Company (G.F. No. 2007-10SH); Wendy Ferguson and Pathway Church of God;

I, Michael B. Arthur, Registered Professional Land Surveyor in and for the State of Texas, hereby certify that the plat hereon represents an actual survey made on the ground and that all lines and dimensions shown are correct to the best of my knowledge. There were no visible conflicts found during the time of this survey, except as shown.

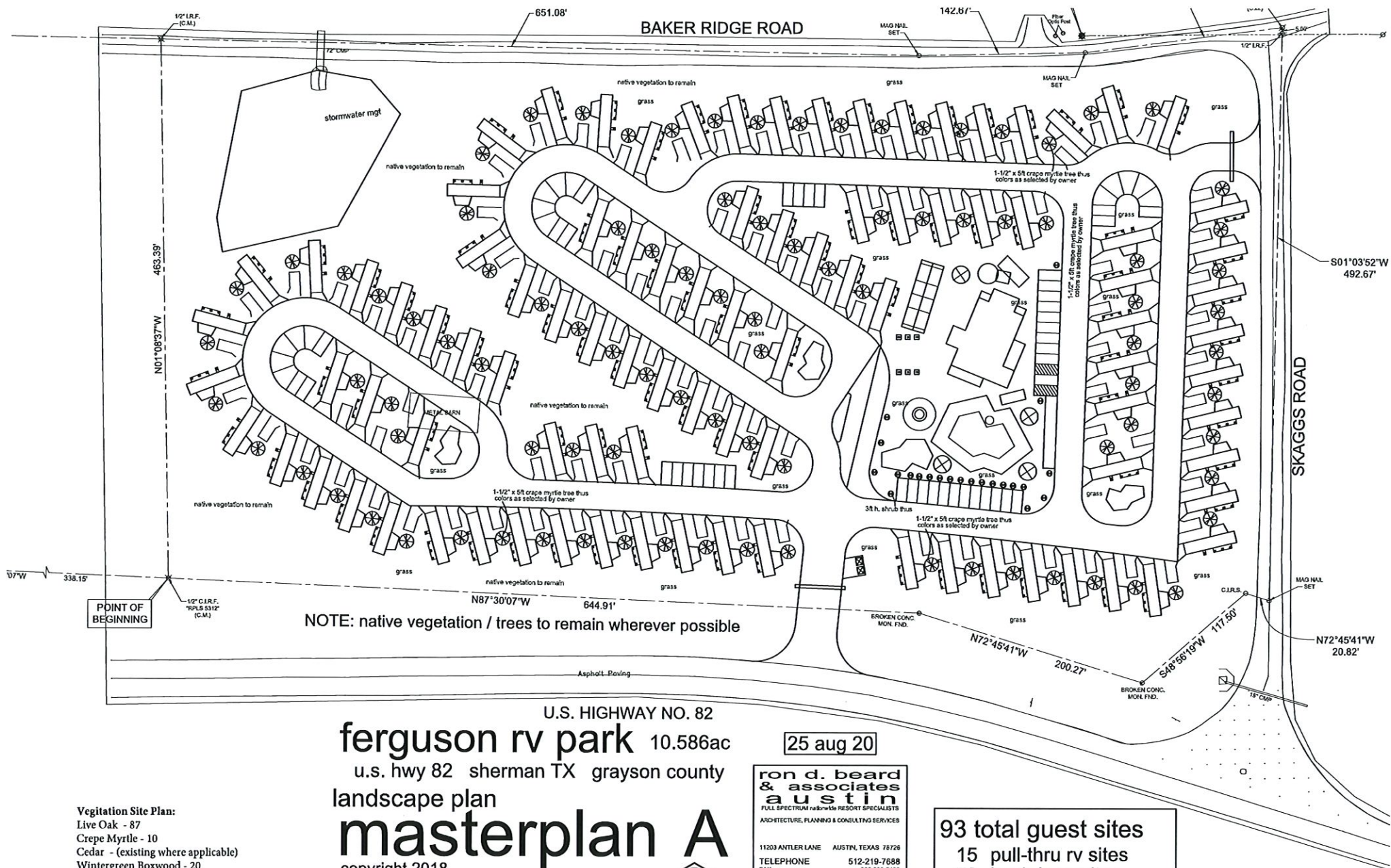
I.R.F. = Iron Rod Found
(C.M.) = Controlling Monument
C.I.R.F. = Capped Iron Rod Found
C.I.R.S. = 1/2" iron rod with yellow plastic cap stamped "RPLS 5686" set
M.R.G.C.T. = Map Records, Grayson County, Texas
D.R.G.C.T. = Deed Records, Grayson County, Texas

	Wire Fence		Water Valve
	Wood Fence		Water Meter
	Chain Link Fence		Fire Hydrant
	Concrete		Irrigation Control Valve
	Asphalt		Sanitary Sewer Cleanout
	Light Standard		Sanitary Sewer Manhole
	Guy Wire/Anchor		Storm Drain Manhole
	Utility Pole		Gas Meter
	Overhead Wires		Gas Valve

North Texas
Surveying, L.L.C.

Registered Professional Land Surveyors
1010 West University
McKinney, Tx. 75069
Ph. (469) 424-2074 Fax: (469) 424-1997
www.northtexasurveying.com
Firm Registration No. 10074200

DATE: 08/05/2020	SCALE: 1" = 50'	DRAWN BY: C.S.H.	CHK'D. BY: M.B.A.	JOB NO.: 2020-0078
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0' 25' 50' 100' 200'
 measure 1" for scale this sheet

reference north

STAFF REVIEW LETTER

September 14, 2020

Sherman Church of God
2001 East Lamar St.
Sherman, TX 75090

Ron D. Beard & Associates
11203 Antler Lane
Austin, TX 78726

Wendy Ferguson
146 CR 915
Anna, TX 75409

North Texas Surveying, LLC
1010 West University
McKinney, TX 75069

Dear Applicants,

The request for a zone change and Specific Use Permit to allow a Travel Trailer Park (Ferguson RV Park) in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District concerning the property at 3551 East U.S. Highway 82, has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 22, 2020 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, the O-1 (75 & 82) Overlay District, Article 3.09 Travel Trailers, the screening ordinance, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. The setback requirement is forty (40) feet from the front property line or twenty-five (25) feet plus the height of the building, whichever is greater.
3. Parking is permitted on paved surfaces only, a parking space is considered to be 9'x20'.
4. All parking shall be on private property and shall not encroach into Highway 82 access road right-of-way.
5. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
6. Screening is required and to be maintained abutting residentially zoned property.
7. Glare and illumination standards should ensure that the mechanisms providing light do not negatively impact the appearance of the site and ensure that light is contained to the extent that adjacent areas are not detrimentally affected. All lighting shall be shielded as not to produce intensive or excessive light or glare on adjacent property.
8. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way.
9. The trash dumpster will need to be located in the main building area.
10. Violation of the conditions of the SUP will terminate the Specific Use Permit.
11. Review the zoning and development ordinance for additional requirements.
12. 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:

13. Platting of the subject property is required.

14. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standard and a permit is required from City of Sherman Engineering Department.
15. Proposed approaches off U.S. Hwy. 82 and Skaggs Road do not meet City or TxDOT standard.
16. Entrances/Exits off U.S. Hwy. 82 service road will be right-in, right-out only.
17. Parking will be permitted on improved surfaces only.
18. Parking will be permitted on private property only.
19. Privately owned and maintained detention in accordance with City criteria is required. Engineering plans shall be provided to City of Sherman Engineering Department for review and approval. Ownership and maintenance information to be shown on plat.
20. Verify fire lane requirements with Fire Marshall.
21. City water does not serve subject property. On-site water or extension of water main by developer is required.
22. City sewer does not serve subject property. On-site sewage facility or extension of sewer main by developer is required.
23. Internal water and sewer lines will be privately owned and maintained.
24. Development Agreement required for public infrastructures.
25. The location of trash receptors must be approved by the Public Works 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.

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

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

Respectfully,



Rob Rae
Incoming Secretary, Planning and Zoning Board and Board of Adjustment

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

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



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

Agenda Item No. 14.

Meeting Date: 09/22/2020

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

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Requested Action/Proposed Use:

3551 EAST U.S. HIGHWAY 82

The request of Sherman Church of God AKA Pathway Church of God (Owners), Wendy Ferguson (Prospective Buyer), Ferguson RV Park (Proposed Tenant), Ron D. Beard & Associates (Architect) and North Texas Surveying, LLC (Surveyor) concerning the property at 3551 East U.S. Highway 82, being 10.586 acres in the Samuel M. McGlothlin Survey, Abstract No. 811, 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.
- Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Travel Trailer Park in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District.
- Site plan approval for Ferguson RV Park

Background:

The property is located at 3551 East U.S. Highway 82, the northwest corner of Skaggs Road and U.S. Highway 82. The property is zoned an R-1 (One Family Residential) District and located in the O-1 (75 & 82) Overlay District. The owners are requesting a zone change to a C-1 (Retail Buiness) District and a Specific Use Permit to allow a travel trailer park (Ferguson RV Park). The proposed park will have (93) ninety-three total sites (15 pull-thru and 78 back in RV sites). Amenities include a playground, pool, bark park, firepit, game areas and a lodge with a clubhouse, office, laundry and bath area. The exterior of the clubhouse/office will be hardi-plank siding with a composition roof.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Sherman Church of God AKA Pathway Church of God (Owners)
Wendy Ferguson (Prospective Buyer)
Ferguson RV Park (Proposed Tenant)
Ron D. Beard & Associates (Architect)
North Texas Surveying, LLC (Surveyor)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

Number of notices mailed:

2

Objections Received:

0

Attachments

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 5.

Meeting Date: 10/19/2020

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6331

Amending Chapter 9 of the Code of Ordinances, entitled "Personnel", Article 9.05, entitled "Civil Service for Firefighters and Police Officers", at Section 9.05.026, entitled "Authorized Number of Positions", to Revise the Number of Authorized Positions in the Police Department

Issue:

The City Council is required by state law to establish by ordinance the job titles and number of positions in each rank for members of the classified service in the City's Fire and Police Departments.

Background:

Effective October 1, 2020, the Sherman Police Department assumed responsibility for the City's Animal Services Department. In order to accomplish the goals of the City and provide the necessary support to effectively manage and supervise the additional personnel and processes, the Police Department requests to add one Lieutenant position and to eliminate one Sergeant position.

This Lieutenant position will supervise Communications, Animal Services, and Property and Evidence.

Police Department Titles	Current No. Positions	Proposed 10/19/2020
Patrolman	53	53
Corporal	5	5
Sergeant	9	8
Lieutenant	4	5
Assistant Chief - Appointed	3	3
Chief	1	1

Origination:

Police Chief Zachary Flores

Financial Consideration:

The impact of all of the changes related to the Police Department taking over Animal Control responsibilities and restructuring that department is a projected net annual savings to the City of about \$15,000.00.

Staff Recommendation:

Staff recommends adopting the proposed ordinance.

Alternatives:

No alternatives are recommended.

Attachments

Ordinance No. 6331

ORDINANCE NO. 6331

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

SECTION 1. That Chapter 9, Article 9.05 of the Code of Ordinances of the City of Sherman, be and is hereby amended at Section 9.05.026 so that such section shall read as follows:

Sec. 9.05.026 Authorized number of positions

The number of allocated positions for each job title in the fire and police departments are set forth below in order of ranking:

(1) Fire department

<u>Title</u>	<u>No. Positions</u>
Firefighter	46
Engineer	15
Captain	17
Battalion Chief	3
Division Chief	3
Assistant Chief	1
Fire Chief	1

- (a) Active staffing in the “engineer” position greater than the number allocated shall be considered overstaffed and said position shall not be filled upon the occurrence of vacancy due to promotion, demotion, attrition, termination, retirement, or any other reason.

- (b) Staffing in the “firefighter” position shall be increased with each occurrence of the number of active “engineer” positions being eliminated until the total number of “engineer” positions meets the number of allocated positions set forth in subsection (1) above.
- (c) Once the number of active “engineer” positions is reduced to meet the number of allocated positions set forth in subsection (1) above. The number of active “firefighter” positions shall be increased to meet the number of allocated positions set forth in subsection (1) above.

(2) Police department

<u>Title</u>	<u>No. Positions</u>
Patrolman	53
Corporal	5
Sergeant	9 8
Lieutenant	4 5
Assistant Chief-Appointed	3
Chief	1

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given all as required by law.

INTRODUCED this the _____ day of _____, 2020.

ADOPTED on this the _____ day of _____, 2020.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
NAME: _____
CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 6.

Meeting Date: 10/19/2020

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6332

Providing for Permanent "Stop" Signs on Quail Run Road at Swift Drive, on Swift Drive at Quail Run Road, on Blackbird Drive at Quail Run Road, on Blackbird Drive at Cormorant Drive, on Quail Run Road at Cormorant Drive, on Cormorant Drive at Quail Run Road, on Quail Run Road at Blue Jay Lane, on Blue Jay Lane at Quail Run Road, on Swan Ridge Drive at Quail Run Road, on Osprey Drive at Oriole Drive, on Gambel Drive at Quail Run Road, on Cardinal Drive at Swan Ridge Drive, on Falcon Drive at Swan Ridge Drive, on Hawk Lane at Swan Ridge Drive, on Raven Drive at Swan Ridge Drive, on Raven Drive at Pheasant Drive, on Snowbird Lane at Mallard Drive, on Falcon Drive at Mallard Drive, on Songbird Lane at Quail Run Road, on Pelican Drive at Quail Run Road, on Saratoga Drive at Quail Run Road and on Del Mar Drive at Quail Run Road, within the City Limits of the City of Sherman, Texas; Providing for a Penalty Provision

Issue:

To adopt an ordinance providing for permanent "Stop" signs at the following intersections:

- "All-Way Stop" signs on Quail Run Road and Swift Drive
- on Blackbird Drive at Quail Run Road, stopping southbound traffic on Blackbird Drive
- on Blackbird Drive at Cormorant Drive, stopping northbound traffic on Blackbird Drive
- on Quail Run Road at Cormorant Drive, stopping westbound traffic on Quail Run Road
- on Cormorant Drive at Quail Run Road, stopping southbound traffic on Cormorant Drive
- on Quail Run Road at Blue Jay Lane, stopping eastbound traffic on Quail Run Road
- on Blue Jay Lane at Quail Run Road, stopping northbound traffic on Blue Jay Lane
- on Swan Ridge Drive at Quail Run Road, stopping northbound and southbound traffic on Swan Ridge Drive
- on Osprey Drive at Oriole Drive, stopping northbound traffic on Osprey Drive
- on Gambel Drive at Quail Run Road, stopping southbound traffic on Gambel Drive
- on Cardinal Drive at Swan Ridge Drive, stopping westbound traffic on Cardinal Drive
- on Falcon Drive at Swan Ridge Drive, stopping eastbound and westbound traffic on Falcon Drive
- on Hawk Lane at Swan Ridge Drive, stopping eastbound and westbound traffic on Hawk Lane
- on Raven Drive at Swan Ridge Drive, stopping westbound traffic on Raven Drive
- on Raven Drive at Pheasant Drive, stopping eastbound traffic on Raven Drive
- on Snowbird Lane at Mallard Drive, stopping eastbound traffic on Snowbird Lane
- on Falcon Drive at Mallard Drive, stopping eastbound traffic on Falcon Drive
- on Songbird Lane at Quail Run Road, stopping southbound traffic on Songbird Lane
- on Pelican Drive at Quail Run Road, stopping southbound traffic on Pelican Drive

- on Saratoga Drive at Quail Run Road, stopping northbound traffic on Saratoga Drive
- on Del Mar Drive at Quail Run Road, stopping northbound traffic on Del Mar Drive

Background:

The Engineering Department reviewed the intersections and, based on engineering judgment, determined that "Stop" signs are recommended at these locations. The "Stop" signs have been in place for 90 days to allow staff sufficient time to evaluate the issues.

Origination:

Engineering Department

Financial Consideration:

The City's cost for installing the signs is approximately \$1,000.00 for time and materials.

Staff Recommendation:

It is recommended that the City Council adopt the proposed ordinance.

Alternatives:

As directed by the Council

Attachments

Ordinance No. 6332

Aerial Location Map

ORDINANCE NO. 6332

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT “STOP” SIGNS ON QUAIL RUN ROAD AT SWIFT DRIVE, ON SWIFT DRIVE AT QUAIL RUN ROAD, ON BLACKBIRD DRIVE AT QUAIL RUN ROAD, ON BLACKBIRD DRIVE AT CORMORANT DRIVE, ON QUAIL RUN ROAD AT CORMORANT DRIVE, ON CORMORANT DRIVE AT QUAIL RUN ROAD, ON QUAIL RUN ROAD AT BLUE JAY LANE, ON BLUE JAY LANE AT QUAIL RUN ROAD, ON SWAN RIDGE DRIVE AT QUAIL RUN ROAD, ON OSPREY DRIVE AT ORIOLE DRIVE, ON GAMBEL DRIVE AT QUAIL RUN ROAD, ON CARDINAL DRIVE AT SWAN RIDGE DRIVE, ON FALCON DRIVE AT SWAN RIDGE DRIVE, ON HAWK LANE AT SWAN RIDGE DRIVE, ON RAVEN DRIVE AT SWAN RIDGE DRIVE, ON RAVEN DRIVE AT PHEASANT DRIVE, ON SNOWBIRD LANE AT MALLARD DRIVE, ON FALCON DRIVE AT MALLARD DRIVE, ON SONGBIRD LANE AT QUAIL RUN ROAD, ON PELICAN DRIVE AT QUAIL RUN ROAD, ON SARATOGA DRIVE AT QUAIL RUN ROAD AND ON DEL MAR DRIVE AT QUAIL RUN ROAD, WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN, TEXAS; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; 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, permanent “Stop” signs shall be in place at the following locations within the corporate limits of the City of Sherman, Texas:

All-Way Stop Signs placed at the intersection of Quail Run Road and Swift Drive.

At the intersection of Blackbird Drive and Quail Run Road, stopping southbound traffic on Blackbird Drive.

At the intersection of Blackbird Drive and Cormorant Drive, stopping northbound traffic on Blackbird Drive.

At the intersection of Quail Run Road and Cormorant Drive, stopping westbound traffic on Quail Run Road.

At the intersection of Cormorant Drive and Quail Run Road, stopping southbound traffic on Cormorant Drive.

At the intersection of Quail Run Road and Blue Jay Lane, stopping eastbound traffic on Quail Run Road.

At the intersection of Blue Jay Lane and Quail Run Road, stopping northbound traffic on Blue Jay Lane.

At the intersection of Swan Ridge Drive and Quail Run Road, stopping northbound and southbound traffic on Swan Ridge Drive.

At the intersection of Osprey Drive and Oriole Drive, stopping northbound traffic on Osprey Drive.

At the intersection of Gambel Drive and Quail Run Road, stopping southbound traffic on Gambel Drive.

At the intersection of Cardinal Drive and Swan Ridge Drive, stopping westbound traffic on Cardinal Drive.

At the intersection of Falcon Drive and Swan Ridge Drive, stopping eastbound and westbound traffic on Falcon Drive.

At the intersection of Hawk Lane and Swan Ridge Drive, stopping eastbound and westbound traffic on Hawk Lane.

At the intersection of Raven Drive and Swan Ridge Drive, stopping westbound traffic on Raven Drive.

At the intersection of Raven Drive and Pheasant Drive, stopping eastbound traffic on Raven Drive.

At the intersection of Snowbird Lane and Mallard Drive, stopping eastbound traffic on Snowbird Lane.

At the intersection of Falcon Drive and Mallard Drive, stopping eastbound traffic on Falcon Drive.

At the intersection of Songbird Lane and Quail Run Road, stopping southbound traffic on Songbird Lane.

At the intersection of Pelican Drive and Quail Run Road, stopping southbound traffic on Pelican Drive.

At the intersection of Saratoga Drive and Quail Run Road, stopping northbound traffic on Saratoga Drive.

At the intersection of Del Mar Drive and Quail Run Road, stopping northbound traffic on Del Mar Drive.

SECTION 2. That the City Engineer is directed to designate this action by the appropriate markings and signs.

SECTION 3. That, from and after the erection of the stop signs herein authorized, it shall be unlawful for the driver of any vehicle approaching such stop signs to fail to bring such vehicle to a complete stop at a clearly-marked stop line; but, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection. Violators of this ordinance shall be subject to fine as provided in Section 1-6 of the Code of Ordinances of the City of Sherman, Texas, codified.

SECTION 4. That the provisions of this ordinance are severable and the invalidity of any word, phrase, or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

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

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

INTRODUCED on this the _____ day of _____, 2020.

ADOPTED on this the _____ day of _____, 2020.

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

CITY OF SHERMAN, TEXAS

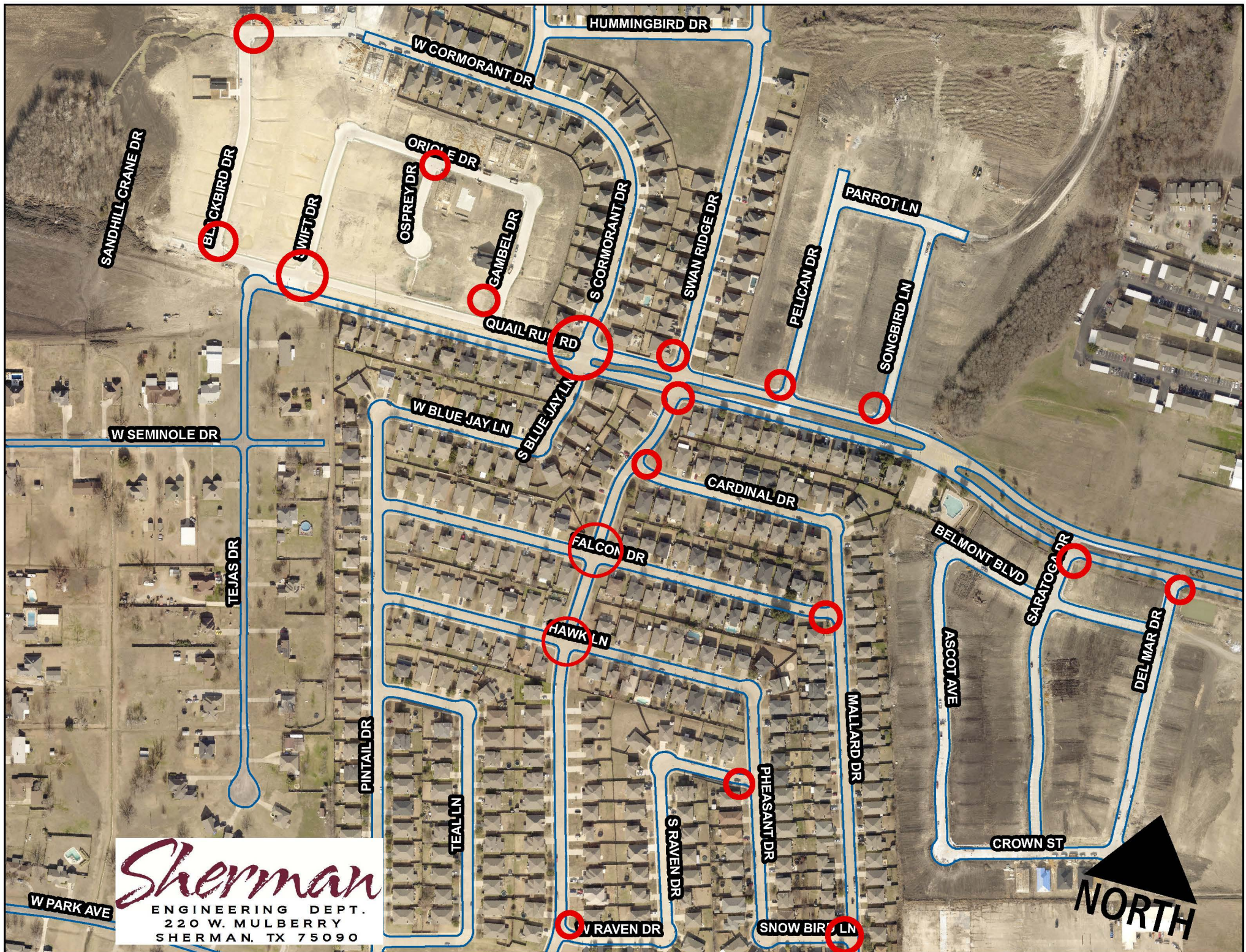
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
NAME: _____
TITLE: **CITY ATTORNEY**



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





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 7.

Meeting Date: 10/19/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 6327, 6328, 6329, 6330, 6331 and 6332

Issue:

- D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6327**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Commercial Amusement Center (The Wreck Room) in a C-1 (Retail Business) District at 700 East Houston Street, being Lots 19-24, Block 10, Chaffin's 1st Addition (Los Hermanos Partnership, LLC, Owners; The Wreck Room, Proposed Tenant; and Charles White, Applicant); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00
- D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6328**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Patio Homes in an R-1 (One-Family Residential) District at 2700, 2704, 2708, 2712, 2716, 2720, 2724 and 2728 Hillview Lane, being Lots 1-8, Block 3 of the Final Plat of Block 2 and Block 3, West Canyon Creek Estates, Section 3, and 2700, 2703, 2710 and 2711 Fawnwood Court, being Lots 1-4, Block 4, Amended Plat of West Canyon Creek Estates, Section 3, Lots 1-5, Block 1 and Tracts 1-5 and Canyon Creek Drive (V-Prop, LLC, Owners; Lynn Vessels, Representative; Highland Homes, General Contractor; and Underwood Drafting and Surveying, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00
- D. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6329**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Contractor's Office/Warehouse in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District at 310 West U.S. Highway 82, being 1.56 acres in the J.B. McAnair Survey, Abstract No. 763 (Edgar Wayne McCarley Trust, Owners; Aleman Roofing and Construction, Proposed Tenant; Anthony Aleman, Representative; Kent Hughlett, Architect; and Helvey-Wagner Surveying, Inc., Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a

Penalty not to Exceed \$2,000.00

D. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6330

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District and Section 8, Subsection (5)(a), Ordinance No. 2280 so as to Grant a Specific Use Permit to Allow a Travel Trailer Park (Ferguson RV Park) in a C-1 (Retail Business) District at 3551 East U.S. Highway 82, being 10.586 acres in the Samuel M. McGlothlin Survey, Abstract No. 811 (Sherman Church of God aka Pathway Church of God, Owners; Wendy Ferguson, Prospective Buyer; Ferguson RV Park, Proposed Tenant; Ron D. Beard & Associates, Architect; and North Texas Surveying, LLC, Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

D. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6330

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District and Section 8, Subsection (5)(a), Ordinance No. 2280 so as to Grant a Specific Use Permit to Allow a Travel Trailer Park (Ferguson RV Park) in a C-1 (Retail Business) District at 3551 East U.S. Highway 82, being 10.586 acres in the Samuel M. McGlothlin Survey, Abstract No. 811 (Sherman Church of God aka Pathway Church of God, Owners; Wendy Ferguson, Prospective Buyer; Ferguson RV Park, Proposed Tenant; Ron D. Beard & Associates, Architect; and North Texas Surveying, LLC, Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

D. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6332

Providing for Permanent "Stop" Signs on Quail Run Road at Swift Drive, on Swift Drive at Quail Run Road, on Blackbird Drive at Quail Run Road, on Blackbird Drive at Cormorant Drive, on Quail Run Road at Cormorant Drive, on Cormorant Drive at Quail Run Road, on Quail Run Road at Blue Jay Lane, on Blue Jay Lane at Quail Run Road, on Swan Ridge Drive at Quail Run Road, on Osprey Drive at Oriole Drive, on Gambel Drive at Quail Run Road, on Cardinal Drive at Swan Ridge Drive, on Falcon Drive at Swan Ridge Drive, on Hawk Lane at Swan Ridge Drive, on Raven Drive at Swan Ridge Drive, on Raven Drive at Pheasant Drive, on Snowbird Land at Mallard Drive, on Falcon Drive at Mallard Drive, on Songbird Lane at Quail Run Road, on Pelican Drive at Quail Run Road, on Saratoga Drive at Quail Run Road and on Del Mar Drive at Quail Run Road, within the City Limits of the City of Sherman, Texas; Providing for a Penalty Provision



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 1.

Meeting Date: 10/19/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6664

Authorizing the Execution of an Agreement for Public Improvement District (PID) Consulting and Administrative Services with MuniCap, Inc.

Issue:

An agreement with MuniCap, Inc. for professional consulting and administrative services in relation to public improvement districts

Background:

The Economic Development Committee and the City Manager and his staff have met on several occasions to consider the creation of a Public Improvement District (PID) for the proposed development at our south city limits. Staff evaluated three firms that provide this type of specialized consulting service and, based on that initial evaluation, chose to meet with two of those firms - MuniCap, Inc. and P3 Works, LLC. They recommend the City contract with MuniCap, Inc. for consulting and administrative services in relation to the creation and administration of PIDs.

MuniCap, Inc. is a public finance consulting firm based in Columbia, Maryland that specializes in the public finance aspects of redevelopment. MuniCap is headquartered in Columbia, Maryland, with additional offices located in Dallas, Texas, Charleston, South Carolina, Pittsburgh, Pennsylvania, and Richmond, Virginia.

As a result of MuniCap's commitment to and specialization with public financing related to real estate development, MuniCap is one of the most experienced firms in the country in this field. This high degree of expertise has resulted in MuniCap having the opportunity to assist with over 300 projects in more 23 states and the District of Columbia.

MuniCap's extensive experience in many states has facilitated a thorough knowledge of the many various techniques and methodologies employed in public-private partnerships across the country. As a result of this experience, MuniCap is aware of national best practices and evolving trends.

MuniCap has experience representing both local government agencies and many national developers. MuniCap understands both the public policy issues of local governments and the development

process, including constraints of the private capital markets related to real estate development. Public-private partnerships often involve extensive negotiations between the local government and developers. It is very valuable in these negotiations to understand the other side of the transaction. MuniCap is unique in its depth of experience on both the public and private sides of public-private partnerships.

MuniCap also understands the unique public policy issues that must be addressed by local governments for programs to stand up to public scrutiny. MuniCap has conducted extensive national research on industry recommended best practices and has summarized these recommendations into the key recommended policies. MuniCap takes a disciplined approach of applying these recommended best practices, along with any policies of local importance, to ensure a proposed public investment is objectively evaluated and meets the highest standards of public policy.

One of the strengths of MuniCap's experience is the successful public funding for numerous redevelopment and development projects. Successfully funding programs requires a discipline to research and documentation that exceeds the planning level. This experience has given MuniCap a highly practical perspective as to what works and what does not.

Since 1997, MuniCap has helped close over 300 project based bond issues, totaling over \$7.0 billion in public financing for development. Most of these programs have utilized some form of tax increment financing (TIF), special assessment, or special tax bonds. These programs have utilized many different and innovative features, such as project revenue financings and local agency backed bond issues, non-rated, rated and insured bond issues, private placements, limited public offerings, and full public offerings, long-term bonds, short-term bonds and super-sinker turbo bonds, "naked" TIFs and TIFs backstopped with minimum tax/assessment guarantees, mixed-financings involving HUD 108 loans, new market tax credits, and BEDI and EDI grants, and taxable and tax exempt bonds.

Origination:

Economic Development Subcommittee
City Manager Robby Hefton

Financial Consideration:

The cost of these professional consulting and administrative services will be funded solely by available funds of the PID.

Staff Recommendation:

It is recommended that the Agreement for PID Consulting and Administrative Services with MuniCap, Inc. be approved.

Alternatives:

Those as may be directed by the City Council

Attachments

Resolution No. 6664

Agreement for PID Consulting and Administrative Services

RESOLUTION NO. 6664

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT (PID) CONSULTING AND ADMINISTRATIVE SERVICES WITH MUNICAP, INC.; 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 for PID Consulting and Administrative Services with MuniCap, Inc., for professional consulting and administrative services in relation to the creation and administration of public improvement districts, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
NAME: _____
TITLE: CITY ATTORNEY

**AGREEMENT FOR
PID CONSULTING AND ADMINISTRATIVE SERVICES**

THIS AGREEMENT is made and entered into as of _____, 2020, by and between the **City of Sherman, Texas** hereinafter called "City" and **MuniCap, Inc.**, hereinafter called "Administrator," for consulting and administrative services related to the City's project. The City and Administrator, in consideration of the mutual promises and conditions herein contained, agree as follows.

WHEREAS, the City has created and/or is planning to create various Public Improvement Districts (the "PIDs") and will require specialized services related to the preparation of a service and assessment plans for the PIDs, which may or may not include the issuance of bonds for the PIDs; and

WHEREAS, upon creation of the PIDs, the City will require specialized services related to the administration of the PIDs, as more fully set forth in this Agreement; and

WHEREAS, Administrator has expertise to provide those specialized services; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, the Administrator and the City agree as follows:

1. Following signatures by both parties, this Agreement shall become effective. Capitalized terms not otherwise defined herein shall have the meaning given thereto in the Service and Assessment Plan, Indentures, or the applicable documents for debt or financing instrument(s).

2. In regards to the work and services to be performed,

- A. Administrator shall provide consulting and administrative services to the City related to the creation and administration of the PIDs as described in Exhibit A, "Administrator's Scope of Services" which is attached and incorporated by reference.
- B. Administrator shall supply all tools and means necessary to perform those services and produce those work products described in Exhibit A.
- C. As part of the work and services to be performed, Administrator shall furnish intermediate reports to the City from time to time, when requested, in such form and number as may be required by the City, and shall make such final reports as may be required by the City concerning the work and services performed.
- D. Should any errors caused by Administrator be found in any services or work products, Administrator will correct those errors, and if the errors are in final services or products, make such corrections at no additional charge, by revising the services and work products as necessary to eliminate the errors.

- E. The work and services shall be performed personally by Administrator, and no other person or corporation shall be engaged for the work or services by Administrator, except upon the written approval of the City, provided, however, that this provision shall not apply to arbitrage rebate calculations, secretarial, clerical, and similar incidental services needed by Administrator.

3. Administrator's compensation for these services shall be as provided for in Exhibit B attached and incorporated by reference. Compensation due to Administrator will be paid upon the submission to City of an invoice providing for compensation as provided for in Exhibit B. Compensation for additional services not included in Exhibit A shall require the approval of City.

4. The City shall provide access to all documents reasonably necessary to the performance of Administrator's duties under this Agreement. All such documents shall remain the property of the City. Except as may be necessary for performance of this Agreement, and to the extent not generally known as available to the public, the Administrator shall not use or disclose information concerning the City without prior written consent of the City.

5. Administrator may not disclose information relating to the work and services performed under this Agreement to any person not entitled to receive it. Notwithstanding the foregoing, City shall have full access to all information relating to work and services performed by Administrator under this Agreement.

6. In performance of work and services under this Agreement, Administrator shall act solely as an independent contractor, and nothing contained or implied in this Agreement shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venturers as between the City and Administrator.

7. This Agreement relates to the PIDs identified in Exhibit D and shall terminate on full repayment of the bonds, and/or other debt obligations and/or contractual obligations of the City, for each PID, or as otherwise provided herein. The City shall notify the Administrator whenever a new PID is created by the City and Exhibit D shall be updated from time to time accordingly. This Agreement may be terminated with or without cause effective on 60 days written notice. Administrator shall be compensated for services rendered up through the effective date of the termination and payment shall be rendered on a pro rata monthly basis based upon the annual payment due under Exhibit B.

8. Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail and shall be effective upon confirmation of receipt. Mailed notices shall be addressed to the parties at the addresses appearing below, or such other address as given by written notice from one party to the other.

To Administrator:

Abdi Yassin
MuniCap, Inc.
600 E. John Carpenter Freeway
Suite 333
Irving, Texas 75062

With a Copy to:

Keenan Rice
MuniCap, Inc.
8965 Guilford Road
Suite 210
Columbia, Maryland 21046

To City:

City of Sherman
220 W. Mulberry St
Sherman, Texas 75090
Attn: City Manager

With a Copy to:

City of Sherman
220 W. Mulberry St
Sherman, Texas 75090
Attn: City Attorney

9. This Agreement, including the Exhibits, supersedes any other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement (including any modification to an Exhibit) will be effective if it is in writing and signed by the parties to this Agreement.

10. Administrator is registered as a "municipal advisor" under Section 15B of the Securities Exchange Act of 1934 and rules and regulations adopted by the Securities Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"). Pursuant to MSRB Rule G-10, Administrator (MuniCap, Inc.) is required to provide City with the following information:

- A. Administrator has determined, after exercising reasonable diligence, that it has no known material conflicts of interest that would impair its ability to

provide advice to City in accordance with its fiduciary duty to municipal-entity clients and the standard of care required by MSRB Rule G-42(a)(i) concerning obligated person clients. To the extent any material conflicts of interest arise after the date of this Agreement, Administrator will provide information concerning any material conflicts of interest in the form of a written supplement to this Agreement.

- B. As part of this registration, Administrator is required to disclose any legal or disciplinary event that is material to the City's evaluation of the Administrator or the integrity of its management or advisory personnel. The Administrator has determined that no such event exists.
- C. Copies of Administrator filings with the SEC are available via the SEC's EDGAR system by searching "Company Filings," which is available via the Internet at: <https://www.sec.gov/edgar/searchedgar/companysearch.html>. Search for "MuniCap" or for Administrator's CIK number, which is 0001614774.
- D. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

11. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision of this Agreement.

12. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. Exclusive venue shall lie in Grayson County, Texas (the "County").

13. The law of the State of Texas governs the interpretation of this Agreement and its attachments. Venue for any litigation regarding this Agreement or its attachments must be filed in the state district or federal district courts located in the County.

14. This Agreement is for services and is governed by Subchapter I, Chapter 271 of the Local Government Code.

IN WITNESS WHEREOF this Agreement has been executed as of the date and year first above written.

MuniCap, Inc.
a Maryland corporation

BY: _____
Keenan S. Rice
President

Attest:

BY: _____
Name: _____
Its: _____

Approved as to Form and Content:

BY: _____
Name: _____
Its: Attorney of Record

IN WITNESS WHEREOF this Agreement has been executed as of the date and year first above written

City of Sherman
a Texas home rule municipality

BY: _____
Name: _____
Its: _____

Attest:

BY: _____
Name: Linda Ashby
Its: City Clerk

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

BY: _____
Name: _____
Its: City Attorney

Exhibit A

Administrator's Scope of Services for PIDs

Administrator shall provide services to the PIDs in accordance with this scope of services. There are eight sections to this scope of services relating to eight general types of consulting and administrative services provided. These eight sections are as follows: (i) consulting services related to service and assessment plan and bond issuance, if applicable, (ii) administrative support services related to the special assessments, (iii) delinquency management, (iv) prepayment of special assessments, (v) arbitrage rebate, (vi) continuing disclosure, (vii) IRS compliance monitoring, and (viii) accounting services. The specific services to be provided by Administrator are as follows:

I. CONSULTING SERVICES RELATED TO SERVICE AND ASSESSMENT PLAN AND BOND ISSUANCE, IF APPLICABLE

Consulting services are those services associated with assistance with development agreement and preparation of the Service and Assessment Plan ("SAP") with related assessment roll(s) for financing the public improvements of the development. The following services are typically provided by the Administrator on similar financings, but all services are provided on an as requested basis.

- (a) Administrator shall ensure compliance with the PID policy for each PID, if applicable.
- (b) Administrator shall assist the City with PID related sections of a development agreement, as applicable.
- (c) Administrator shall prepare the SAP for the PID. The SAP shall include among others the assessment methodology and the assessment roll for the PID. In conjunction with the preparation of the service plan, Administrator shall help estimate the assessments on various types of properties and revenues available to apply to the assessment and prepare projections for the financial commitments secured by the assessments.
- (d) Administrator shall also review descriptions of the service plan and assessment methodology included in any agreements, to help confirm these documents and the service plan are consistent.
- (e) Administrator shall provide services to assist with the issuance of any bonds or development agreements on an as requested basis, including attending meetings, participating in conference call, reviewing documents, providing advice, and preparing projections of revenues to repay any bonds or to satisfy any commitments or terms of any agreements.

II. ADMINISTRATIVE SUPPORT SERVICES RELATED TO THE SPECIAL ASSESSMENTS

Administrative and management support services are those services associated with the annual determination of the special assessments to be collected from the property subject thereto, updating the Service and Assessment Plan and the special assessment roll, management of Assessment funds and accounts, and providing public information.

A. Calculate and Allocate the Annual Installment

This task entails determining the Annual Installment to be collected from each parcel and includes the following sub-tasks:

1. Background Research

This task involves gathering and organizing the information required to form a database necessary to calculate and to allocate the Annual Installment and includes the following:

- a. Subdivision Research:** Identify parcel subdivisions and any other information relevant to collection of the Annual Installments.
- b. Assessor's Parcel Research:** Upon publication of property tax roll, review assessor parcel maps to compile a list of the assessor's parcels that will be valid for the collection of the Annual Installments and determine the assessed value of each parcel.
- c. Ownership/Exempt Property Research:** Research changes in ownership, dedication, and offers of dedication of property to public agencies and other exempt uses. Identify date property conveyed or offered to exempt entities.
- d. Database Management:** Prepare database to include all relevant property characteristics for the parcels in each PID.

2. Calculate the Annual Installment to be Collected

This task involves calculating the Annual Installment to be collected and includes the following sub-tasks:

- a. Preparation of Budget:** Prepare a budget for each PID for the subsequent fiscal year on the basis of the SAPs, as updated each year.
- b. Calculate Other Funds Available:** Calculate other funds available, such as TIRZ credits, capitalized interest and reserve fund income to be applied to the budget, as applicable.

- c. **Allocate Annual Assessment to the Assessed Lots:** Allocate the Annual Installment to be collected to the Assessed Lots in each PID on the basis of the SAPs as updated each year.

3. Determine Amendments to the Annual Assessment Roll

This task involves determining the amendments to the Annual Assessment Roll and making those amendments pursuant to the SAP.

4. Revise Service and Assessment Plan

This task involves updating the service and assessment plan to explain the research, methodology, and assumptions utilized in the preparation of the budget, the Annual Installments to be collected, the allocation of the Annual Installment to be collected from the Assessed Lots, and the amendments to the Annual Assessment Roll. In conjunction with the revised service and assessment plan, the Administrator shall monitor and report on opportunities to refund any bonds to reduce the costs of debt service.

5. Support Services Related to Billing of Annual Installments

- a. **Present Findings to the City:** The updated service and assessment plan prepared by the Administrator will be provided to the City for its approval.
- b. **Provide Assessment Roll to County:** The Administrator shall assist the City with its required notification to the County of the amount of the Annual Installments to be collected each year.
- c. **Supplemental Billing:** The Administrator shall assist the County or City with any supplemental billing that shall be necessary.

B. Administration of Assessment Funds

This task involves the review and reconciliation of the account statements for funds and accounts maintained by the Trustee. The accounts and transactions are checked for accuracy and consistency with the Indenture. This task includes evaluation and coordination of investment funds, including a review of qualified investment options pursuant to the Indenture.

C. Public Information

1. General Public Assistance

This task involves responding to telephone calls from property owners and other interested parties who have questions regarding the special assessments. These calls may be related to a tax bill or an inquiry related to the purchase or sale of property subject to the special assessments. The

Administrator shall provide a toll-free phone number for property owners to call with questions. Additionally, this number may be given to people who call the City or County to obtain information about the special assessments.

2. Homebuyer Disclosure

The Administrator shall monitor notice provided to prospective homebuyers by the developer and builders in accordance with the home buyer disclosure program, including without limitation, the following notices:

- a.** Notice of the special taxing district recorded in the appropriate land records for the property;
- b.** Notice of the special taxing district provided by builders in addendum to contracts or closing documents on brightly colored paper;
- c.** Collection of a copy of the addendum signed by each buyer from builders with such copy being provided to the City;
- d.** Signage indicating that the property for sale is located in a PID located in conspicuous places in all model homes;
- e.** An overview of each PID provided to builders to be included in sales packets;
- f.** Estimates of monthly ownership costs including special assessments;
- g.** Notification to settlement companies through the builders to include special assessments on HUD 1 forms and inclusion in total estimated assessments for the purpose of setting up tax escrows;
- h.** Notice of each PID in the homeowner association documents and provide assessment related information and copies on Administrator's website;
- i.** Announcements of each PID on the City's web site and community channel.

D. Administrative Review

At the request of the City, the Administrator shall review any notice from a property owner alleging an error in the calculation of any matters related to the Annual Assessment Roll, and if necessary, meet with the property owner, consider oral and written evidence regarding the alleged error and decide whether, in fact, such a

calculation error occurred, and take other corrective action as required to correct the error.

III. DELINQUENCY MANAGEMENT

These services are provided only if special assessments are levied and there are delinquencies in the payment of special assessments.

A. Delinquent Special Assessment Report

After the end of the collection period, the Administrator will prepare a report which lists each parcel delinquent in the payment of the Annual Installment and the corresponding amount of delinquency, plus penalties.

B. Delinquency Follow-Up

The Administrator will keep Trustee and City informed of special circumstances that come to the attention of the Administrator, such as bankruptcies and foreclosures.

IV. PREPAYMENT OF SPECIAL ASSESSMENTS

Administrator shall coordinate the prepayment of special assessments with the City, Trustee, property owners, and title companies. This coordination shall include calculation of the amount due to prepay the special assessment and transmittal of a letter with the prepayment amount, prepayment instructions, and the recordable form of the special assessment lien release to the title company or other such steps as required by the Indenture and related documents.

V. ARBITRAGE REBATE SERVICES

Arbitrage rebate services encompass those activities associated with computing the rebate liability (if any) related to the series of any bonds issued for each PID. The computations will be prepared as described in Section 148(f)(2) of the Internal Revenue Code of 1986, as amended. Administrator shall coordinate the arbitrage rebate requirements of any bonds, including the following:

A. Background Research

This task involves the review of documents, including the Indenture, non-arbitrage certificate, IRS form 8038-G, trustee fund/account statements, and prior rebate reports, and consultations with bond counsel or special counsel, as needed. The funds subject to arbitrage rebate and any available exceptions will be identified. The flow of funds in the accounts with the Trustee will be identified as necessary to perform the arbitrage rebate calculations.

B. Calculation of Bond Yield

This task involves preparation of a debt service table and an independent calculation of the yield on any bonds. The resulting yields will be verified with those stated on the non-arbitrage certificate.

C. Calculation of Rebate Liability

This task involves computation of the allowable arbitrage earnings and comparison of the results to the actual investment earnings for each issue.

D. Preparation of Rebate Report

This task involves the preparation of a written report containing the findings of the financial analysis and an explanation of the underlying methodology followed to compute the rebate liability for each issue. In addition to identifying any arbitrage liability, each report contains a separate investment yield comparison and analysis for each fund. Standard features also include the following items as defined by U.S. Treasury Regulations:

- Explanation of calculation methodology
- Overview of applicable rebate requirements and treasury regulations
- Summary of all pertinent dates
- Identification of major assumptions
- Review of sources and uses of funds
- Bond yield calculation
- Investment yield by fund with comparison to bond yield
- Rebate liability by fund
- Aggregate liability for the issue

E. Rebate Liability Discharge

This task involves coordination of the filing of IRS Form 8030-T and providing instructions for installment payments as necessary.

F. Assistance with IRS Inquiries

This task involves providing assistance in the event of an IRS inquiry related to any PID bond issue and includes providing supporting documentation used to prepare the calculations and explanation of the calculations in a meeting with the IRS, if necessary. These services are provided on a time and material basis and are not included in the base fee.

VI. CONTINUING DISCLOSURE SERVICES

Continuing Disclosure/Annual Report Preparation

1. Annual Report Preparation

The Administrator will prepare an annual report as required by the continuing disclosure agreements, as needed.

2. Developer Quarterly Reports

The Administrator will request from the Developer the reports pursuant to the continuing disclosure agreement.

3. Significant Event Notices

Upon notification by any responsible party or if Administrator independently becomes aware of such knowledge, Administrator will prepare notices of material events covering the events enumerated in the disclosure agreements. The Administrator will provide the information to the dissemination agent engaged at the time of any bond issuance.

4. Dissemination

The Administrator will work directly with the dissemination agent or be engaged directly as the dissemination agent at the time of any bond issuance as designated by the City. If the Administrator is engaged as the dissemination agent, the Administrator will disseminate the annual reports, quarterly reports from the Developer, and notices of significant events to the MSRB and the appropriate state information repository (SID) in a timely manner as set forth in the continuing disclosure agreement. The Administrator shall also disseminate information to any bond holders requesting information as provided for in the continuing disclosure agreements.

VII. IRS COMPLIANCE MONITORING

A. Compliance Monitoring

This task involves maintenance of an audit file and preparation of a report confirming compliance with applicable requirements of the tax certificate for any bonds. This task includes the following subtasks:

1. Ownership and Transfer of Public Improvements

Confirm that all public improvements have been transferred to a public entity, once appropriate, as required by the applicable agreement with the developer.

2. No Post-Closing Agreements

Confirm with any relevant parties to confirm that there are no post-closing agreements that give any private business user a special legal entitlement to any public improvement, except for those agreements reviewed by bond counsel.

3. No Disposition of the Public Improvements

Confirm that there have been no sales leases, or other dispositions of any public improvements, except for dispositions reviewed by bond counsel.

4. No Modifications

Confirm that there have been no modifications to any public improvement, except for those which are in compliance with agreement with the developer providing for the construction of the public improvements or as otherwise approved by bond counsel.

5. Maintenance of Audit File

Maintain an audit file with documentation to verify information related to compliance with the tax certificate.

6. Preparation of Report

Prepare a report to the City each year explaining the efforts of Administrator to verify confirmation of compliance with the tax certificate, documentation in the audit file, and identifying any missing information or requirements of the tax certificate not confirmed.

B. Tax Reporting

Administrator will request and compile all information related to IRS-required tax reporting (i.e. W-9's) from all vendors, as needed (including at the time of debt issuance) and report this information annually to all vendors and the IRS in accordance with IRS regulations.

VIII. ACCOUNTING SERVICES

This task includes the following subtasks:

A. Review and Track Invoices

Administrator shall enter any payment certifications received from each PID into the accounts receivable journal, check the invoice against approved contracts or purchase orders, prepare certificates for the payment of the invoice by the Trustees, and forward the invoice with the Administrator's and Trustee's certificate to an officer of the City authorized to approve the disbursement of funds by each PID.

B. Maintain General Ledger

Administrator shall enter transactions in a general ledger for each PID to maintain accounting records to be used for the preparation of financial statements, as needed.

C. Financial Statement Preparation

Administrator shall record financial transactions for each PID in the appropriate ledgers of each PID and prepare annual financial statements for each PID, as needed.

D. Annual Audit Coordination

The Administrator shall coordinate with the auditor the preparation of an audit of the financial records of each PID. Administrator shall incorporate internal controls as recommended by the auditor.

E. Requisition Review

The Administrator shall review all requisition documentation, as needed, and verify confirmation of compliance of compliance with the Development, Acquisition and Financing Agreement or any other applicable agreement, confirm proper documentation in the audit file, and identify any missing information or requirements not confirmed, as needed.

The Administrator may provide other services requested by the City for which the Administrator has expertise, such as evaluating options to refund any bonds at a lower interest rate. Such services shall be provided only if confirmed in writing (including by email) and shall be billed on a time and material basis as provided for in Exhibit B. Upon request and as additional services billed on an hourly basis, Administrator shall provide additional services to assist with matters related to any PID. The services provided herein do not include conducting due diligence on information provided to or used by Administrator. The Administrator will not rely on information it does not believe to be reasonable and valid, but it will not investigate the validity of information unless requested to do so as additional work. Administrator's services do not include any services not specified herein or specified at the time additional services are requested, including review of legal, engineering, and land use issues.

Exhibit B

Consulting and Administration Services Fee Schedule for PIDs

I. CONSULTING SERVICES RELATED TO THE SERVICE AND ASSESSMENT PLAN AND BOND ISSUANCE, IF APPLICABLE

Administrator shall provide services as described in Section I of Exhibit A for a fee not to exceed \$30,000 for each new PID plus out of pocket expenses as described below, dependent upon the size and scope of each PID. Such amount shall be billed by and paid to the Administrator from developer funds each month and/or from any bond proceeds. The Administrator shall also provide services as described in Section I of Exhibit A for a fee not to exceed \$17,500 for each subsequent phase of development requiring levy of assessments and/or bond issuance and an amount not to exceed \$17,500 for services related to refunding bonds. The estimated amount for each subsequent phase of development and refunding will be established upon receipt of additional information related to the PID.

II. ADMINISTRATIVE SERVICES RELATED TO THE SPECIAL ASSESSMENTS

Administrative services, as set forth in Section II of Exhibit A, shall be provided on a time and material basis for a total estimated annual cost of \$27,500 per PID, plus an amount not to exceed of \$4,000 for one-time initial set up costs, dependent upon the size and scope of each PID. Administrative services, as set forth in Section II of Exhibit A, shall be provided on a time and material basis with total estimated annual costs of \$15,000 per subsequent phase of each PID requiring separate levy of assessments. These costs should decrease after final plat subdivision for the PID. These amounts include preparation of and attendance at an annual meeting of the City to review the update of the annual service and assessment plan. Fees shall be billed based on the number of hours worked at Administrator's prevailing hourly rates, which are currently shown in the fee schedule below for "Additional Work", as agreed by City and Administrator.

III. DELINQUENCY MANAGEMENT

The costs of delinquency management services are provided on a time and material basis and are included in the total annual estimates described above in Section II of this Exhibit "B."

IV. PREPAYMENTS OF SPECIAL ASSESSMENTS

Services related to prepayment of special assessments, as set forth in Section IV of Exhibit A, are billed directly to the party requesting the prepayment and paid from prepayment proceeds.

V. ARBITRAGE REBATE SERVICES

Annual arbitrage rebate is provided for a cost of \$1,250 per bond series plus an initial setup fee of \$500 per bond series. Calculations provided each five (5) years in lieu of annual calculations are provided for a cost of \$4,000 per bond series plus an initial setup fee of \$500 per bond series.

VI. CONTINUING DISCLOSURE SERVICES

The costs of preparing the annual report and dissemination are provided on a time and material basis and are included in the total annual estimates described in Section II of this Exhibit “B.”

VII. IRS COMPLIANCE MONITORING

Services related to IRS compliance monitoring are estimated to cost \$1,500 a year per PID with one-time set costs of \$1,500 per PID.

VIII. ACCOUNTING SERVICES

The costs of accounting services are provided on a time and material basis and are included in the total annual estimates described above in Section II of this Exhibit “B.”

REIMBURSABLE EXPENSES

Out of pocket expenses are billed at actual costs without any mark up. Administrator shall receive written approval from the City before incurring any expenses in excess of one-hundred dollars (\$100).

The fees provided for herein may be increased from time to time to reflect increased costs of labor and services; provided however, that in no event shall such increase be made more than one time per year and such increase shall not exceed 10% of the fee charged immediately prior to the increase. Administrator shall provide City with one-hundred and twenty (120) days advance written notice of each such increase.

ADDITIONAL WORK

Services or meetings not included in the scope of work set forth in Exhibit “A” to this Agreement are identified as additional work and shall be billed at Administrator’s prevailing hourly rates, which currently are as follows:

Title	Hourly Rate
President	\$275
Senior Vice President	250
Vice President	225
Manager	200
Senior Associate	175
Associate	150

Administrator’s hourly rates may be adjusted from time to time to reflect increased costs of labor and services.

Administrator shall not provide additional work without City's prior written (including email) authorization.

Administrator shall send an invoice to City each month showing the work performed, the person performing the work, the date the work was performed, the amount of the time worked, and the hourly rates for the work. The invoice shall be accompanied by a certificate to the trustee, if applicable, to be signed by the City instructing the trustee to pay the invoice. Within thirty days of receiving the invoice, the City shall forward each correctly billed invoice to the trustee with a signed certificate instructing the trustee to pay the invoice. **Administrator's invoices shall be paid solely from available funds of the PID.**

Administrator specifically acknowledges that it shall have no recourse against City for payment of any fees associated with this Agreement.

Exhibit C

Timelines

I. CONSULTING SERVICES RELATED TO THE SERVICE AND ASSESSMENT PLAN AND BOND ISSUANCE, IF APPLICABLE

Administrator shall deliver work products described in Section I of Exhibit A based on the document delivery timeline to be set by the City and the Administrator on a case by case basis.

II. ADMINISTRATIVE SERVICES RELATED TO THE SPECIAL ASSESSMENTS

Administrator shall submit draft SAP updates for initial City staff review by _____ of each year.

Administrator shall submit draft annual continuing disclosure reports to the City 30 days prior to the due date for such disclosure reports.

Exhibit D

List of PIDs – to be updated with each new PID

1. Public Improvement District No. 1 – Bel Air Village



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 2.

Meeting Date: 10/19/2020

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6665

Authorizing Execution of an Economic Development Program Agreement with Highland Homes - Dallas, LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code

Issue:

Approving an Economic Development Program Agreement with Highland Homes - Dallas, LLC (the "Homebuilder") for the grant of incentives authorized under Chapter 380 (380 Agreement) of the Texas Local Government Code

Background:

City staff has reached an agreement with Highland Homes - Dallas, LLC to induce the home builder to remit Use Tax directly to the state instead of paying the supplier when and where the building materials are purchased. Most home builders simply pay sales tax directly to suppliers. However, the taxpayer is allowed to self-assess and pay Use Tax on its purchases of building materials. All Use Taxes are destination-based, meaning a home builder can voluntarily elect to pay its own taxes on materials based on the job site locations, which re-directs local taxes to cities where they construct new homes and where their customers live.

Highland Homes - Dallas, LLC is a home builder headquartered in Plano, which has 133 undeveloped lots in the Preserve Subdivision. Purchases of direct materials where the sales/use tax can be re-directed to Sherman are estimated to be about \$7.7 million during the build-out period, which could generate about \$152,000.00 in new local tax revenue. None of the home builder's suppliers have a place of business in Sherman. The Agreement calls for Highland to receive a grant of 80% of the Use Tax receipts from the collection of one percent (1%) general City Use Tax, or about \$60,000.00. The remaining portion of about \$92,000.00 would be retained by the City.

Origination:

Highland Homes - Dallas, LLC
Mary Lawrence, Director of Finance

Financial Consideration:

This agreement will provide a cash grant equal to 80% of the net receipts from the collection of one percent (1%) general City Use Tax. This agreement expires after ten (10) years.

Staff Recommendation:

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

Alternatives:

The City Council could deny the agreement.

Attachments

Resolution No. 6665
Chapter 380 Agreement
Aerial Location Map

RESOLUTION NO. 6665

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT WITH HIGHLAND HOMES – DALLAS, LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Highland Homes - Dallas, LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Economic Development Program Agreement with Highland Homes - Dallas, LLC for the grant of incentives pursuant to Chapter 380 of the Texas Local Government Code, to induce Highland Homes – Dallas, LLC to purchase items using a Texas Direct Payment Permit and generate economic development and local use tax revenue for the City, in the same or substantially same form as the contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
NAME: _____
TITLE: **CITY ATTORNEY**

**CHAPTER 380 GRANT AGREEMENT BY
AND BETWEEN THE CITY OF SHERMAN, TEXAS
AND HIGHLAND HOMES - DALLAS, LLC**

This **CHAPTER 380 GRANT AGREEMENT** ("Agreement") is made by and between the City of Sherman, Texas ("City", also referred to as "Grantor") and Highland Homes - Dallas, LLC (the "Company"), acting by and through their respective authorized officers and representatives.

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") has investigated and determined that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380, Texas Local Government Code, as amended ("Chapter 380"); and

WHEREAS, the Company will be engaged in the business of purchasing building materials for its use on construction projects within the City; and

WHEREAS, the Company has advised that it would like to partner with the City, and that a contributing factor that would induce the Company to purchase items using a Texas Direct Payment Permit and generate economic development and local use tax revenue for the City, that would otherwise not be available to the City, would be an agreement by the Grantor to provide an economic development grant to the Company; and

WHEREAS, the Company desires to purchase and use new building materials within the City that will generate additional economic development and use tax revenue for the City; and

WHEREAS, the City Council has investigated and determined that the Company meets the criteria for providing the grants (hereinafter defined), pursuant to Chapter 380, based on, among other things, the Company: (i) acquiring properties for development, and constructing improvements; (ii) adding taxable improvements to real property in the City; and (iii) creating employment opportunities for the citizens of Sherman ("Approved Project"); and

WHEREAS, the City has concluded that the Approved Project qualifies for a Grant under Chapter 380; and

WHEREAS, with the approval of this Agreement, the City hereby establishes a program authorized by Chapter 380 of the Texas Local Government Code to encourage and induce the generation of local use tax; and

WHEREAS, the Grantor has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the Grantor, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS

1.01 For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"City" and "Grantor" shall mean The City of Sherman, Texas.

"Company" shall mean Highland Homes - Dallas, LLC

"Commencement Date" shall mean October 19, 2020.

"Effective Date" shall mean October 19, 2020.

"Direct Payment Permit" also referred to herein as a "Texas Direct Payment Permit" shall mean that permit issued by the State of Texas authorizing Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of Company's taxable purchases. Texas Rule 3.288 of the Texas Administrative Code defines the requirements and responsibilities of Texas Direct Payment Permit holders along with any amendments, permutations, or recodifications of such Code or Rules whether renaming such permits or otherwise modifying such provisions.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

"Force Majeure" shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of the party.

"Program" shall mean the economic incentive program established by the City pursuant to Chapter 380 of the Texas Local Government Code together with any amendments, permutations, or recodifications of such Code provisions whether renaming such economic incentive or other modifications thereof.

"Program Grant" shall mean the periodic payments paid by the City to the Company in accordance with Section 3 of this Agreement.

“Grant Period” shall mean consecutive six (6) month periods during the term of this Agreement, except that the first Grant Period shall begin on the Effective Date and continue through and include the last day of December 2020 following the Effective Date. For illustration purposes, assume the Effective Date is October 19, 2020 then the first Grant Period would begin on October 19, 2020 and continue through and include December 31, 2020. The next Grant Period would begin on January 1, 2021 and continue through and include June 30, 2021. The final Grant Period for the initial 10-year term of the Agreement would be from July 1, 2030 and end on October 18, 2030.

“Taxable Items” shall have the same meaning assigned by Sections 151.010 and 151.0101, TEX. TAX CODE, as amended.

“Impositions” shall mean all use taxes that may be imposed by public or governmental authority on the Company or any taxable items purchased and used by Company within the City.

“Use Tax Receipts” shall mean the Grantor’s net receipts from the State of Texas from the collection of one percent (1%) general City use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, attributed to the collection of use tax by Company associated with the issuance of Company’s Texas Direct Payment for Taxable Items used or consumed in the City.

“Use Tax Certificate” shall mean a certificate or other statement in a form reasonably acceptable to the Grantor setting forth the Company’s collection of use tax imposed by and received by the Grantor from the State of Texas, for the use of Taxable Items by Company in the City for the applicable calendar month during a Grant Period which are to be used to determine Company’s eligibility for a Grant, together with such supporting documentation required herein, and as Grantor may reasonably request.

ARTICLE II TERM

2.01 Term. The term of this Agreement shall begin on the Effective Date and continue for a ten (10) year period.

2.02 This Agreement shall remain in effect until Grantor has made the Program Grants set forth in Section 3 of the Agreement, or until otherwise terminated under the provisions of this Agreement.

2.03 This Agreement may be extended for an additional period of time on terms mutually acceptable to both parties by a written agreement executed by both parties.

ARTICLE III ECONOMIC DEVELOPMENT GRANT

3.01 Grant. Subject to the Company's continued compliance of all the terms and conditions of this Agreement, the Grantor agrees to provide Company with an economic development grant from lawful available funds payable as provided herein in an amount equal to 80% of the Use Tax Receipts, as previously defined herein (the "Grant"). The Grant will be paid semi-annually at the end of June and the end of December with the potential exception of the final Grant Period during the ten (10) year period following the execution of the Agreement, commencing October 19, 2020. The Grant will never include any monies the Company pays or owes to the State of Texas for any penalties for late payments, failures to report in a timely manner, and the like, related to the Use Tax Receipts.

3.02 Grant Payment. Grantor shall pay the Grant for the applicable Grant Period within forty-five (45) days after receipt of a Use Tax Certificate from Company following the end of each Grant Period, pursuant to Section 4.01. Company shall submit Use Tax Certificates to Grantor within thirty (30) days following the end of the applicable Grant Period, beginning with the first Grant Period. For illustration purposes, assume the first Grant Period begins on October 19, 2020 and continues through and includes December 31, 2020. Company would submit a Use Tax Certificate to Grantor for the first Grant Period by January 30, 2021 and Grantor would pay the first Grant within forty-five (45) days after receipt of the Use Tax Certificate. Further assume that the Use Tax Receipts for the first Grant Period equal Five Thousand Dollars (\$5,000.00), then the amount of the first Grant would be Four Thousand Dollars (\$4,000.00).

3.03 Amended Returns and Audits. In the event the Company files an amended use tax return, or report, or if additional use tax is due and owing, as a result of an audit conducted by the State of Texas that increases the Use Tax Receipts for a previous period covered within the term of this agreement, the Grant payment for the Grant Period immediately following such State approved amendment shall be adjusted accordingly, provided the Grantor must have received the Use Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Company shall provide Grantor with a copy of such amended use tax report, tax return or audit adjustment, and the approval thereof by the State of Texas.

3.04 Refunds. In the event the State of Texas determines that the City erroneously received Use Tax Receipts, or that the amount of use tax paid to the City exceeds the correct amount of use tax for a previous Grant paid to the Company, the Company shall, within thirty (30) days after receipt of notification thereof from the City specifying the amount by which such Grant exceeded the amount to which the Company was entitled pursuant to such State of Texas determination, pay such amount to the Grantor. The Grantor may at its option adjust the Grant payment for the Grant Period immediately following such State of Texas determination to deduct there from the amount of the overpayment. As a condition precedent to payment of such refund, the City shall provide Company with a copy of such determination by the State of Texas.

ARTICLE IV
DOCUMENTATION SUPPORTING THE ECONOMIC DEVELOPMENT GRANT

The conditions contained in this Article IV are conditions precedent to the Grantor's obligation to make any Grant payment.

4.01 Use Tax Certificate. During the term of this Agreement, the Company shall within thirty (30) days after the end of each Grant Period, provide the Grantor with a Use Tax Certificate relating to Use Tax Receipts paid during the Grant Period. The Grantor shall have no duty to calculate the Use Tax Receipts or determine Company's entitlement to any Grant for a Grant Period, or pay any Grant during the term of this Agreement until such time as Company has provided the Grantor a Use Tax Certificate for such Grant Period and the Grantor has received the actual Use Tax Receipts from the State of Texas attributable to such calendar months within the Grant Period. Company shall provide such additional documentation as may be reasonably requested by Grantor to evidence, support and establish the use tax paid directly to the State of Texas pursuant to Company's Direct Payment Permit. The Use Tax Certificate for each Grant Period shall at a minimum contain, include or be accompanied by the following:

- a. A copy of all Texas Direct Payment Permit and self-assessment use tax returns and reports during the applicable Grant Period, use tax audit assessments or credits, including amended use tax returns or reports, filed by the Company during the Grant Period showing use tax paid directly to the State of Texas related to Company's operations for the Grant Period; and
- b. Information concerning any refund or credit received by the Company of use tax paid by the Company which has previously been reported by the Company as use tax paid for a previous Grant Period within the term of this agreement.

Company will provide to Grantor the Use Tax Certificates from time to time pursuant to the terms of the Agreement, which are confidential ("Confidential Information") and, except as otherwise provided herein, may not be disclosed to a third party without the Company's consent. To the extent that any disclosure of the Confidential Information may be required by law, Grantor will use reasonable efforts to inform Company of the request in sufficient time for Company to assert any objection it may have to such disclosure to an appropriate judicial or administrative body.

4.02 Grantor must have received a Use Tax Certificate for the months within the Grant Period for which payment of a Grant is requested, and Grantor must have received the actual Use Tax Receipts for all calendar months within the Grant Period.

4.03 The Company intends to issue its Texas Direct Payment Permit to specific suppliers or vendors that provide large quantities of building materials or other tangible personal property.

4.04 The Company shall provide the Grantor with a true and correct copy of its Texas Direct Payment Permit, which permit shall be kept in full force and effect throughout the term of the Agreement.

4.05 Company or the City shall not have an uncured material breach or default of this Agreement.

4.06 Undocumented Workers. Company represents and certifies that Company does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code. If during the Term of this Agreement, Company is convicted of a violation under 8 U.S.C. § 1324a(f), Company shall repay to the City an amount equal to all Program Grant payments tendered to Company under this Agreement and any other funds received by Company from City under this Agreement plus interest, at the rate of four percent (4%), not later than the 120th day after the date City notifies Company of the violation.

ARTICLE V TERMINATION

5.01 This Agreement may be terminated upon any one of the following:

- (a) by mutual written agreement of the parties;
- (b) by Grantor or Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the Grantor or Company, as the case may be;
- (c) by Grantor, if any Impositions owed to the Grantor or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions);
- (d) by Grantor, if Company suffers an Event of Bankruptcy or Insolvency;
- (e) by Grantor or Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
- (f) by Company, if the City does not pay the applicable Grant amount within 45 days of receipt of the Use Tax Receipts as required herein covered by a valid Use Tax Certificate issued by Company or fails to cure this breach within an additional 30 days and so long as the Company is not in default, or;
- (g) expiration of the term, or any subsequent renewal of the term.

The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the termination of this Agreement except for any rights, responsibilities and/or liabilities that accrued prior to such termination.

ARTICLE VI
MISCELLANEOUS

6.01 Binding Agreement. The terms and conditions of this Agreement are binding upon the parties to this agreement and their respective successors and permitted assigns. This Agreement may not be assigned without the express written consent of Grantor, which consent shall not be unreasonably withheld or delayed.

6.02 Limitation on Liability. It is understood and agreed between the parties that the Company and Grantor, in satisfying the conditions of this Agreement, have acted independently, and Grantor assumes no responsibilities or liabilities to third parties in connection with these actions. The Company agrees to indemnify and hold harmless the Grantor from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Company's performance of the conditions under this Agreement.

6.03 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the parties.

6.04 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.05 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered sent via fax.

If intended for City, to:

Attn: Mary Lawrence
Finance Director
405 N Rusk, P.O. Box 1106
Sherman, TX 75090

With a copy to:

Attn:

If intended for the Company:

Attn: Dan Miller
Chief Financial Officer
Highland Homes - Dallas, LLC
5601 Democracy, Suite 300
Plano, TX 75024

With a copy to:

Attn: Brad Gahm
General Counsel
Highland Homes - Dallas, LLC
5601 Democracy, Suite 300
Plano, TX 75024

6.06 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.07 Governing Law. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Sherman, Grayson County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Grayson County, Texas.

6.08 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

6.09 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Recitals. The recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument and any such counterparts shall be deemed to be incorporated herein.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 Sovereign/Governmental Immunity. The parties agree that the City has not waived its sovereign/governmental immunity by entering into and performing its obligations under this Agreement.

6.14 Dispute Resolution. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Grantor and Company shall share the costs of mediation equally. The mediation shall be held in Sherman, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

[SIGNATURE PAGES FOLLOW]

EXECUTED as of the ____ day of _____, 2020.

THE CITY OF SHERMAN, TEXAS

By: _____
Robby Hefton, City Manager

ATTEST:

City Secretary

By: _____

EXECUTED as of the ____ day of _____, 2020.

Highland Homes - Dallas, LLC
a Texas limited liability corporation

By: Highland Operating Dallas, LLC
a Texas corporation

By: _____
Name: Dan Miller
Title: Chief Financial Officer

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
CITY OF SHERMAN §

This instrument was acknowledged before me on the _____ day of _____, 2020 by Robby Hefton, City Manager of the City of Sherman, Texas, on behalf of said City.

Name: Robby Hefton, City Manager

Notary Public, State of Texas

My commission expires: _____

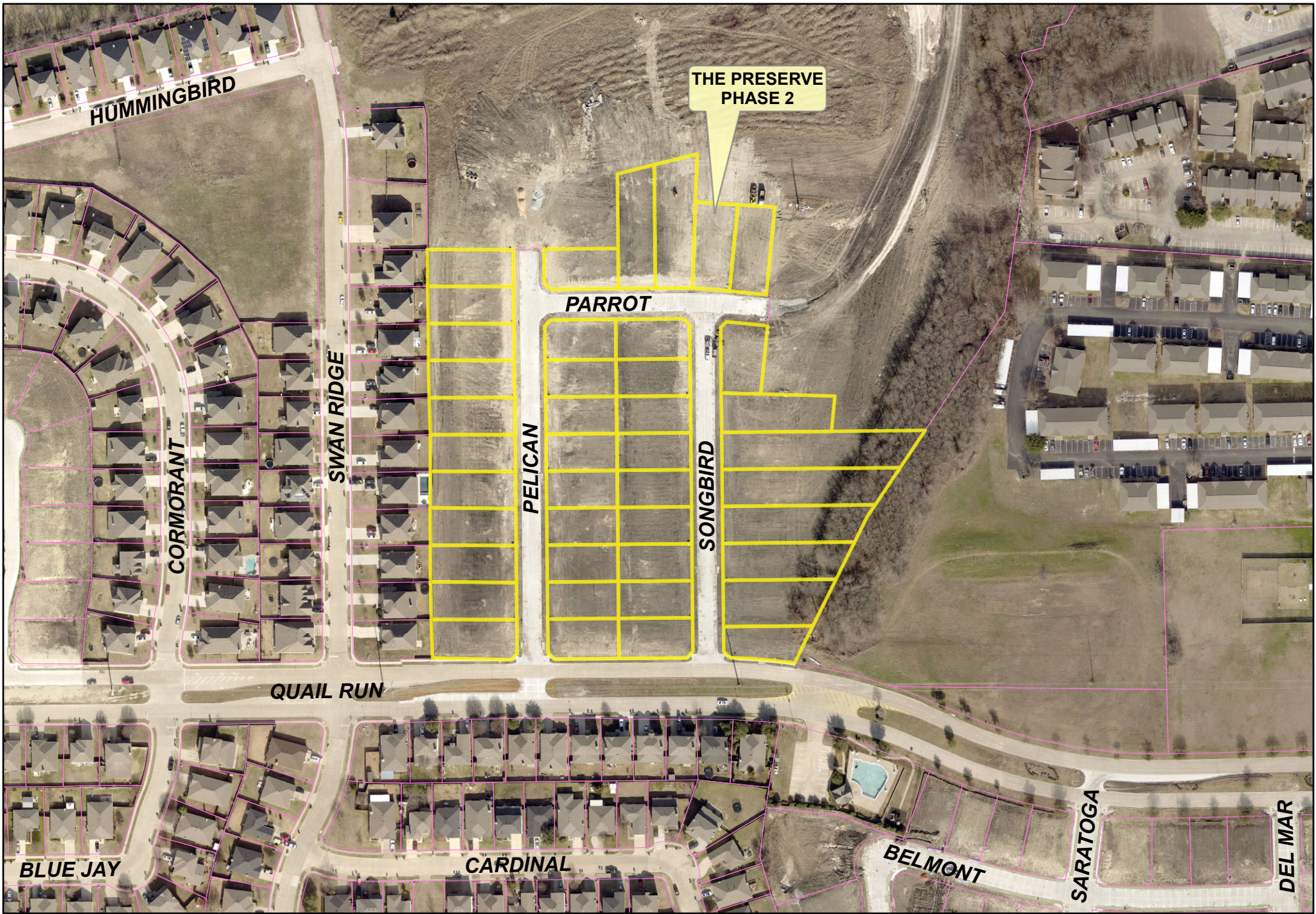
STATE OF TEXAS §
 §
CITY OF PLANO §

This instrument was acknowledged before me on the _____ day of _____, 2020 by Dan Miller, Chief Financial Officer of Highland Operating Dallas, LLC, a Texas limited liability corporation, Owner of Highland Homes – Dallas, LLC, a limited liability corporation, on behalf of said limited liability corporation.

Name: Dan Miller, Chief Financial Officer

Notary Public - State of Texas

My commission expires: _____





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 3.

Meeting Date: 10/19/2020

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6666

Authorizing the Execution of a Real Estate Sales Contract and the Acceptance of a Special Warranty Deed from the Sherman Economic Development Corporation for the Conveyance of a 10.000 acre tract of land in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas (CAD PROPERTY ID # 125123), and generally located at the southwest corner of West Travis Street and Northgate Drive, City of Sherman, Grayson County, Texas, as described on *Exhibit A* attached hereto ("Land"), together with Improvements to the Land ("Improvements")

Issue:

To consider the execution of a Real Estate Sales Contract and the acceptance of a Special Warranty Deed for the purchase of a 10.0 acre tract of land and improvements located at the southwest corner of West Travis Street and Northgate Drive in Sherman, Texas

Background:

City staff has identified a tract at the southwest corner of West Travis Street and Northgate Drive in south Sherman as a potential location for the new Sherman Police Station. The Sherman Economic Development Corporation has a 10.000 acre tract of unimproved real property that could be utilized for our purposes. The location of this tract of land is in Progress Park I is across the street from the new Fire Station and is near the new Sherman High School, making it ideal for our purposes. Based on the Grayson Appraisal District valuation, the City has agreed to a purchase price of \$1.60 per square foot or \$69,696.00 per acre, for a total cost of \$696,960.00 and, with the Council's approval, will enter into an agreement with SEDCO to purchase the property.

Origination:

City Manager Robby Hefton
Police Chief Zachary Flores

Financial Consideration:

Funds for the purchase of a Police Department site were budgeted in the fiscal year (FY) 2021 budget. The purchase price for this 10.000 acre tract of land and its improvements is \$696,960.00. All closing costs for the transaction will be the responsibility of the seller.

Staff Recommendation:

Staff recommends the Council authorize the City Manager to execute the Real Estate Sales Contract, accept the Special Warranty Deed, and take any further action required to purchase this property.

Alternatives:

No alternatives are recommended.

Attachments

Resolution No. 6666

Real Estate Sales Contract with Exhibits A and B

SEDCO Resolution for Sale of Land

Survey

RESOLUTION NO. 6666

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A REAL ESTATE SALES CONTRACT AND THE ACCEPTANCE OF A SPECIAL WARRANTY DEED FROM THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION FOR THE CONVEYANCE OF A 10.000 ACRE TRACT OF LAND IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (CAD PROPERTY ID #125123), AND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF WEST TRAVIS STREET AND NORTHGATE DRIVE, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS DESCRIBED ON *EXHIBIT A* ATTACHED HERETO (“LAND”), TOGETHER WITH IMPROVEMENTS TO THE LAND (“IMPROVEMENTS”); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Real Estate Sales Contract between the City of Sherman and the Sherman Economic Development Corporation for the acquisition of all that certain tract or parcel of land situated in the City of Sherman, County of Grayson, State of Texas, being a 10.000 acre tract of land in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas (CAD Property ID # 125123), generally located at the southwest corner of West Travis Street and Northgate Drive, City of Sherman, Grayson County, Texas, as described on *Exhibit A* attached hereto (“Land”), together with improvements to the Land (“Improvements”), in the same or substantially same form as the Real Estate Sales Contract and Exhibits attached hereto and incorporated herein for all purposes.

SECTION 2. That the City Manager be and is hereby authorized, subject to all legal documents being properly completed and approved as to form and content by the City Attorney, to accept a Special Warranty Deed from the Sherman Economic Development Corporation for the conveyance of the Land and Improvements referenced in **SECTION 1** above, in the same or substantially same form as the Special Warranty Deed and Exhibits attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
NAME: _____
TITLE: **CITY ATTORNEY**

Real Estate Sales Contract

This Real Estate Sales Contract (the "Contract") to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this Contract and by Title Company to acknowledge receipt of the Earnest Money. Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature before the Earnest Money Deadline provided in section A.1. for this Contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Buyer: City of Sherman, Texas
A Texas home-rule municipality
Address: 220 W. Mulberry Street
Sherman, Texas

Attn: Robby Hefton, City Manager
Phone: (903) 892-7201
E-mail: robbyh@cityofsherman.com

Buyer's Attorney: Bob Roeder, Abernathy Roeder Boyd & Hullett, P.C., City Attorney

Seller: **Sherman Economic Development Corporation**
a Texas non-profit corporation
307 W. Washington Street # 102
Sherman, Texas 75090

Attn: Kent Sharp, President
Telephone: (903) 868-2566
E-mail: kents@sedco.org

Seller's Attorney: Brown & Hofmeister, LLP
740 East Campbell Road, Suite 800
Richardson, Texas 75081

Attn: Jeffrey L. Moore
Telephone: (214) 747-6100
E-mail: jmoore@bhlaw.net

Property: **the 10.000 acre tract of land in the Elizabeth Jones Survey, Abstract No. 625 , City of Sherman, Grayson County, Texas, and generally located at the southwest corner of West Travis Street and Northgate Drive, City of Sherman, Grayson County, Texas (CAD Property ID #125123), as described on Exhibit A attached hereto ("Land"), together with improvements to the Land ("Improvements").**

Title Company:

Address: Chapin Title Company

Phone: (903) 868-1415

Fax: (903) 870-0444

E-mail: Tamara.Noyes@chapintitle.com or Crystal.Hill@chapintitle.com

Underwriter:

Purchase Price

Cash portion: \$696,960.00

Total purchase price: \$696,960.00

Earnest Money \$1,000.00

County for Performance: Grayson County, Texas

A. Deadlines and Other Dates

All deadlines in this Contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. Earnest Money Deadline: Five (5) days after the Effective Date.
2. Delivery of Title Commitment: Fifteen (15) days after the Effective Date.
3. Delivery of Survey: Fifteen (15) days after the Effective Date.
4. Delivery of legible copies of instruments referenced in the Title Commitment and Survey: Twenty (20) days after the Effective Date.
5. Delivery of Title Objections: Fifteen (15) days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.
6. Delivery of Seller's records as specified in **Exhibit B**: Fifteen (15) days after the Effective Date.
7. End of Inspection Period: Ninety (90) days after the Effective Date.
8. Additional Earnest Money Deadline: N/A

9. Closing Date: Thirty (30) days after the end of the Inspection Period.
10. Closing Time: 10:00 a.m. [CST]

B. Closing Documents

1. At closing, Seller will deliver the following items:

Special Warranty Deed

Evidence of Seller's authority to close this transaction

2. At closing, Buyer will deliver the following items:

Purchase Price

Evidence of Buyer's authority to consummate this transaction

The documents listed in this section B are collectively known as the "Closing Documents." Unless otherwise agreed by the parties before closing, the deed will be prepared using the forms contained in the current edition of the *Texas Real Estate Forms Manual* (State Bar of Texas).

C. Exhibits

The following are attached to and are a part of this Contract:

Exhibit A - Description of the Land

Exhibit B - Seller's Records

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this Contract are the consideration for the formation of this Contract.

E. Interest on Earnest Money

Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

F. Title and Survey

1. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

2. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this Contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

4. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2.; the Survey by the deadline stated in section A.3.; and legible copies of the instruments referenced in the Title Commitment and Survey by the deadline stated in section A.4.

5. *Title Objections.* Buyer has until the deadline stated in section A.5. ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five (5) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this Contract is terminated or Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through or under Seller after the Effective Date of this Contract, and cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

1. *Review of Seller's Records.* Seller will deliver to Buyer copies of Seller's records specified in **Exhibit B**, or otherwise make those records available for Buyer's review, by the deadline stated in section A.6.

2. *Entry onto the Property.* Buyer may enter the Property before closing to inspect it, subject to the following:

- a. Buyer must deliver evidence to Seller that Buyer has insurance for its proposed inspection activities, in amounts and with coverages that are substantially the same as those maintained by Seller or in such lesser amounts or with such lesser coverages as are reasonably satisfactory to Seller;
- b. Buyer may not interfere in any material manner with existing operations or occupants of the Property;
- c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;
- d. If the Property is altered because of Buyer's inspections, Buyer must return the Property to its preinspection condition promptly after the alteration occurs;
- e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three (3) days after their preparation or receipt; and
- f. Buyer must abide by any other reasonable entry rules imposed by Seller.

3. *Buyer's Right to Terminate.* Buyer may terminate this Contract for any reason by notifying Seller before the end of the Inspection Period. If Buyer does not notify Seller of Buyer's termination of the Contract before the end of the Inspection Period, Buyer waives the right to terminate this Contract pursuant to this provision.

4. *Buyer's Indemnity and Release of Seller.*

- a. *Indemnity.* To the extent allowed by law, Buyer will indemnify, defend and hold Seller harmless from any loss, attorney's fees, expenses or claims arising out of Buyer's investigation of the Property, except for repair or remediation of existing conditions discovered by Buyer's inspection. The obligations of Buyer under this provision will survive termination of this Contract and closing.

- b. *Release.* Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property.

H. Representations

The parties' representations stated herein are true and correct as of the Effective Date and must be true and correct on the Closing Date.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

1. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Until the end of the Inspection Period, Seller will not enter into, amend or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is given within three (3) days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days. After the end of the Inspection Period, Buyer may terminate this Contract if Seller enters into, amends or terminates any contract that affects the Property without first obtaining Buyer's written consent.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this Contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen (15) days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen (15) days before closing). If Buyer does not terminate this Contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this Contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage.

3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this Contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen (15) days before closing). The condemnation will be deemed to

materially affect Buyer's intended use of the Property. If Buyer does not terminate this Contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken, and (d) no change in the Purchase Price will be made.

4. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that involves or directly affects the Property.

5. *Cooperation.* Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit or study of the Property prepared by, for or at the request of Buyer.

6. *No Recording.* Buyer may not file this Contract or any memorandum or notice of this Contract in the real property records of any county. If, however, Buyer records this Contract or a memorandum or notice, Seller may terminate this Contract and record a notice of termination.

J. Termination

1. Disposition of Earnest Money after Termination

- a. *To Buyer.* If Buyer terminates this Contract in accordance with any of Buyer's rights to terminate, Seller will, within five (5) days after receipt of Buyer's termination notice, authorize Title Company to deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this Contract.
- b. *To Seller.* If Seller terminates this Contract in accordance with any of Seller's rights to terminate, Buyer will, within five (5) days after receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller.

2. *Duties after Termination.* If this Contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this Contract, except for those obligations that cannot be or were not performed before termination of this Contract and those obligations that survive termination under the express terms of this Contract.

K. Closing

1. *Closing.* This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

- a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
- b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this Contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
- c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this Contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- d. *Delivery of Originals.* Seller will deliver to Buyer the originals of Seller's Records.
- e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing and any lien and security interest in favor of Seller if the sale is seller-financed.

2. Transaction Costs

- a. *Seller's Costs.* Seller will pay the basic premium charge for the Title Policy if a Title Policy is requested by Buyer; one-half of the escrow fee charged by Title Company; the costs to prepare the deed; the costs to obtain, deliver and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in section A.4.; and Seller's expenses and attorney's fees.
- b. *Buyer's Costs.* Buyer will pay one-half of the escrow fee charged by Title Company; the costs to obtain, deliver and record all documents other than those to be recorded at Seller's expense; the additional premiums for additions or deletions in the Title Policy, if requested by Buyer; the costs to obtain the Survey and the costs of work required by Buyer to have the survey reflect matters other than those required under this Contract; and Buyer's expenses and attorney's fees.

- c. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at closing as an adjustment to the Purchase Price. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year; and Buyer and Seller will adjust the prorations in cash within thirty (30) days of when the actual assessment and taxes are known. All taxes due as of closing will be paid at closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code with respect to any period before the closing and additional taxes are assessed pursuant to section 23.55 thereof, the following will apply:
- (1) If Seller changes the use of the Property before closing, resulting in the assessment of additional taxes for periods before closing, Seller will pay the additional taxes.
 - (2) If this sale or Buyer's use of the Property results in the assessment of additional taxes for periods before closing, Buyer will pay the additional taxes.
- d. *Income and Expenses.* Income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after closing for operating expenses incurred on or before the Closing Date and not adjusted at closing will be prorated between the parties as of the Closing Date; and Seller will pay its share within ten (10) days after notice of Buyer's invoice.
- e. *Postclosing Adjustments.* If errors in the prorations made at closing are identified within ninety (90) days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen (15) days of receipt of notice of the errors.
- f. *Brokers' Commissions.* N/A

3. *Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing if Title Policy is requested by Buyer.

L. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its obligations under this Contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

- a. *Termination; Liquidated Damages.* Buyer may terminate this Contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less \$100 as described above, returned to Buyer.
- b. *Specific Performance.* Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's obligations under this Contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this Contract ("Buyer's Default"), Seller may elect either of the following as its sole and exclusive remedy:

- a. *Termination; Liquidated Damages.* Seller may terminate this Contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller.
- b. *Specific Performance.* Seller may enforce specific performance of Buyer's obligations under this Contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

3. *Attorney's Fees.* If either party retains an attorney to enforce this Contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

M. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this Contract must be in writing. Any notice required by this Contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, electronic mail, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

2. *Entire Contract.* This Contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this Contract.

3. *Amendment.* This Contract may be amended only by an instrument in writing signed by the parties.

4. *Prohibition of Assignment.* Buyer may not assign this Contract or any of Buyer's rights under it without Seller's prior written consent; and any attempted assignment is void. This Contract binds, benefits, and may be enforced by the parties and their respective heirs, successors and permitted assigns.

5. *Survival.* The obligations of this Contract that cannot be performed before termination of this Contract or before closing will survive termination of this Contract or closing; and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents will control.

6. *Choice of Law; Venue; Alternative Dispute Resolution.* This Contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the County for Performance, except as otherwise provided by applicable law. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this Contract.

7. *Waiver of Default.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this Contract.

9. *Severability.* The provisions of this Contract are severable. If a court of competent jurisdiction finds that any provision of this Contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship; and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. *Counterparts.* If this Contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract.

N. Special Provisions

1. This Contract is subject to the approval of the Board of Directors of the Seller.

2. _____.

SELLER:

**SHERMAN ECONOMIC DEVELOPMENT
CORPORATION,**

A Texas non-profit corporation

Kent Sharp, President

Date Signed: _____

BUYER:

CITY OF SHERMAN, TEXAS,

A Texas home-rule municipality,

Robby Hefton, City Manager

Date: _____

Title Company acknowledges receipt of Earnest Money in the amount of \$100.00 and a copy of this Contract executed by both Buyer and Seller.

TITLE COMPANY:

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Description of the Land

The following described real property:

Situated in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, and being a part of the same tract of land described as 211.212 acres conveyed to Sherman Economic Development Corporation by deed recorded in Volume 2660, Page 656, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a found 3/4" pipe at the Northwest corner of said 211.212 acre tract;

Thence North 73°39'57" East a distance of 1070.54 feet to a set 1/2" steel rod, the True Point-of-Beginning;

Thence North 73°39'57" East, a distance of 813.53 feet to a set 1/2" steel rod;

Thence South 61°20'01" East, a distance of 21.46 feet to a set 1/2" steel rod;

Thence South 16°20'01" East, a distance of 174.03 feet to a set 1/2" steel rod;

Thence with a tangent curve to the right having a radius of 1010.02 feet, (chord bears South 13°05'32" East, a distance of 114.13 feet) an arc length of 114.19 feet to a set 1/2" steel rod;

Thence South 09°51'22" East, a distance of 230.18 feet to a set 1/2" steel rod;

Thence South 76°11'05" West, a distance of 851.85 feet to a set 1/2" steel rod;

Thence North 10°00'56" West, a distance of 497.44 feet to the Point-of-Beginning and containing 10.000 acres of land.

Exhibit B

Seller's Records

To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in section A.6.:

Land

Soil reports

Environmental inspections and/or reports on all buildings and land associated with the property

Prior surveys

Site plans

RESOLUTION NO. SEDCO-2020.10

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION (“SEDCO”), SHERMAN, TEXAS, AUTHORIZING THE SALE OF APPROXIMATELY 10 ACRE PARCEL OF VACANT LAND LOCATED AT THE SOUTHWEST CORNER OF WEST TRAVIS STREET AND NORTHGATE DRIVE IN PROGRESS PARK I IN SHERMAN, TEXAS. TO THE CITY OF SHERMAN, TEXAS, FOR USE AS A LAW ENFORCEMENT CENTER.

WHEREAS, SEDCO owns one parcel of raw land, which is currently vacant; and,

WHEREAS, the parcel is described as approximately 10 acres of vacant land located at the southwest corner of West Travis Street and Northgate Drive in Progress Park I in Sherman, Texas; and,

WHEREAS, the City of Sherman has plans to build a new Law Enforcement Center in Sherman Texas; and,

WHEREAS, SEDCO was contacted by the City of Sherman to assess the willingness of SEDCO to sell this 10-acre tract to the City of Sherman for use as a Law Enforcement Center; and,

WHEREAS, SEDCO staff used the Grayson County Appraisal District valuations to determine fair market value of the 10-acre tract to be \$1.60 per sq. ft., or \$69,696.00 per acre; and

WHEREAS, SEDCO staff engaged a local surveyor to work with the City of Sherman’s architectural firm to determine the boundary lines of the 10-acre tract, and that surveyor will provide a formal survey to SEDCO and the City of Sherman prior to closing; and

WHEREAS, SEDCO’s sale is contingent upon approval by the SEDCO Board of Directors and the Sherman City Council; and,

WHEREAS, SEDCO staff recommends closing the transaction using SEDCO’s attorney and the legal counsel for the City of Sherman; and,

WHEREAS, staff requests the SEDCO Board approve the sale of one parcel of land as described above.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION, SHERMAN, TEXAS, THAT:

PART 1. SEDCO hereby authorizes the sale of one approximately 10-acre parcel of vacant land located at the southwest corner of West Travis Street and Northgate Drive in Progress Park I in Sherman, Texas to the City of Sherman for use as a Law Enforcement Center (Total \$696,960.00).

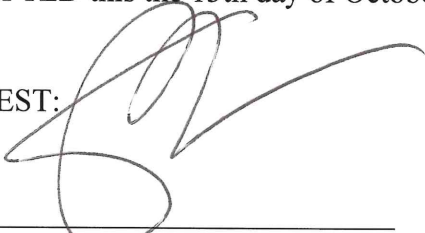
PART 2. SEDCO hereby authorizes the expenditure of necessary closing costs reasonable and customary to the seller in this transaction.

PART 3. This Resolution is contingent upon execution of all necessary agreements. The funding commitment authorized under this Resolution for necessary closing costs reasonable and customary to the seller in this transaction shall expire without notice 180 days from the date of adoption of same unless all required documents and agreements are executed prior to that expiration date or the commitment herein is extended in writing by SEDCO.

PART 4. The President of the Sherman Economic Development Corporation is hereby authorized to enter into and execute final contracts and all other related documents on behalf of SEDCO.

ADOPTED this the 13th day of October, 2020.

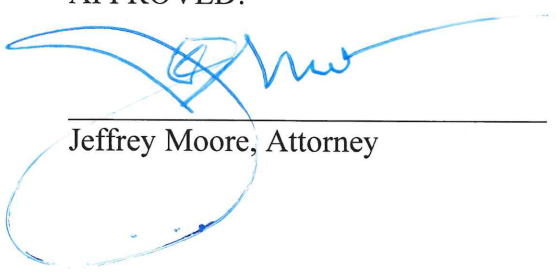
ATTEST:



Scott Bandemir
Secretary/Treasurer

Janie Bates
Chair

APPROVED:



Jeffrey Moore, Attorney

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This survey is also unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice shall apply:

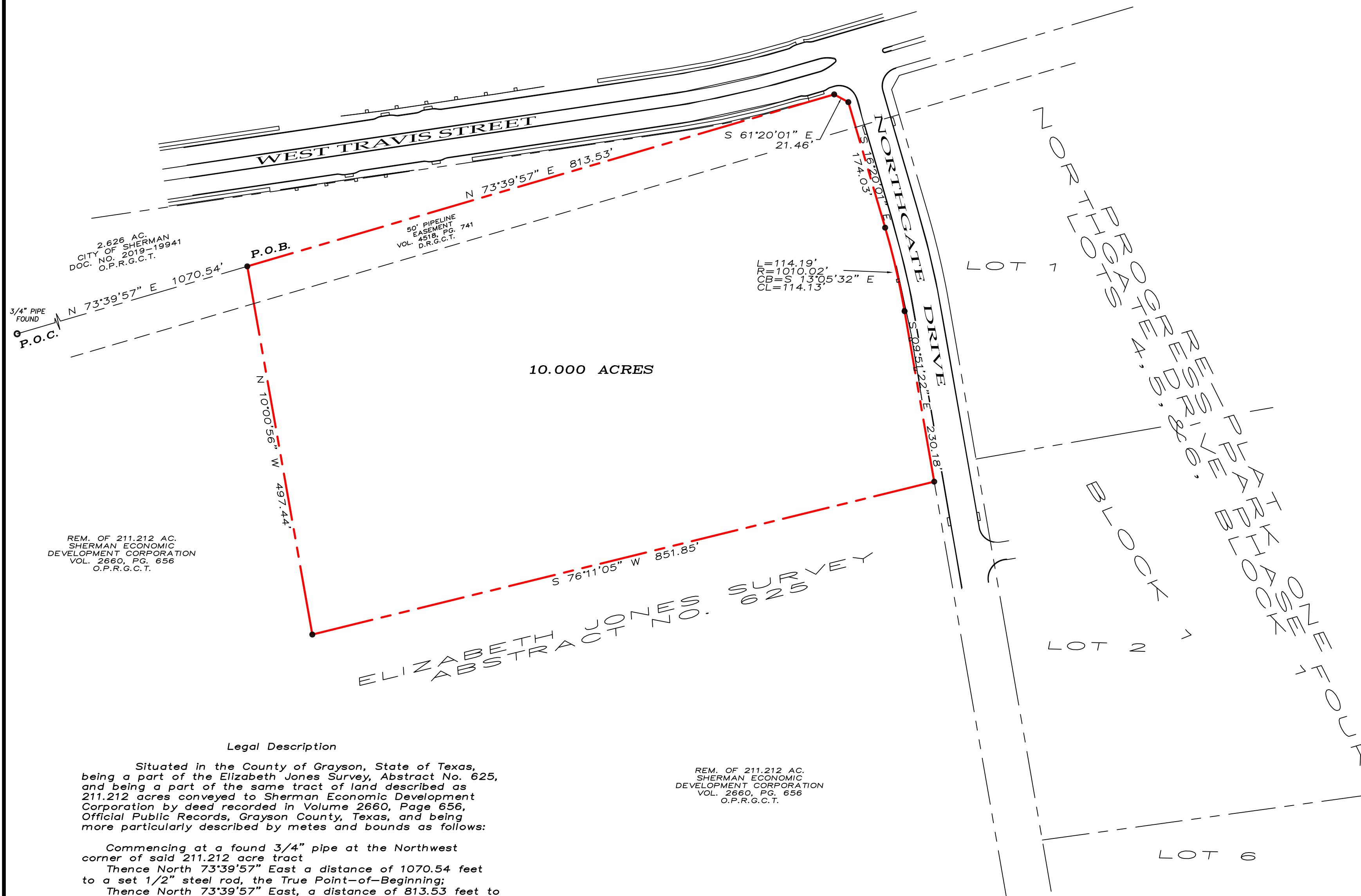
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~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

LEGEND

- 1/2" STEEL ROD SET
- 3/4" PIPE FOUND
- BOUNDARY LINE
- PROPERTY LINE
- EASEMENT LINE

SCALE
1" = 100'



Legal Description

Situated in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, and being a part of the same tract of land described as 211.212 acres conveyed to Sherman Economic Development Corporation by deed recorded in Volume 2660, Page 656, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a found 3/4" pipe at the Northwest corner of said 211.212 acre tract
Thence North 73°39'57" East a distance of 1070.54 feet to a set 1/2" steel rod, the True Point-of-Beginning;
Thence North 73°39'57" East, a distance of 813.53 feet to a set 1/2" steel rod;
Thence South 61°20'01" East, a distance of 21.46 feet to a set 1/2" steel rod;
Thence South 16°20'01" East, a distance of 174.03 feet to a set 1/2" steel rod;
Thence with a tangent curve to the right having a radius of 1010.02 feet, (chord bears South 13°05'32" East, a distance of 114.13 feet) an arc length of 114.19 feet to a set 1/2" steel rod;
Thence South 09°51'22" East, a distance of 230.18 feet to a set 1/2" steel rod;
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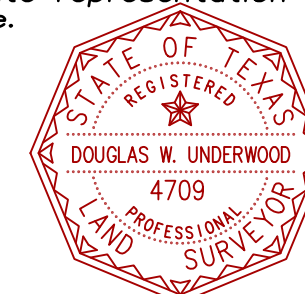
REM. OF 211.212 AC.
SHERMAN ECONOMIC
DEVELOPMENT CORPORATION
VOL. 2660, PG. 656
O.P.R.G.C.T.

UNDERWOOD

DRAFTING & SURVEYING

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

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



Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY:
10/12/2020



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 4.

Meeting Date: 10/19/2020

Prepared By: Danny Jones, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6667**

Authorizing the Purchase of a 2020 Frazer Type I 14' Module Ambulance for the Sherman Fire Department from Mac Haik Dodge Chrysler Jeep and Frazer, Ltd. through the Houston-Galveston Area Council of Governments (H-GAC)

Issue:

To consider the purchase of a 2020 Frazer Type I 14' Module Ambulance for the Sherman Fire Department

Background:

The purchase of a 2020 Frazer Type I 14' Module Ambulance will replace City vehicle 122, a 2014 Dodge Ram 4500 ambulance with more than 74,000 miles. The Unit 122 chassis will be re-purposed and used to upgrade Unit 129, which is a flatbed truck used to transport various equipment and trailers.

Purchasing through the H-GAC conforms to the requirements of Texas statutes that are applicable to competitive bids and competitive proposals. No product or service is offered by H-GAC that has not been subjected together competitive bid or competitive proposal process.

Origination:

Fire Chief Danny Jones

Financial Consideration:

A quote was received from Frazer LTD for the purchase of a new ambulance from Mac Haik Dodge Chrysler Jeep and Frazer, Ltd. through the H-GAC in the amount of \$274,000.00. This quote includes the H-GAC cooperative fee of \$1,000.00. Funds for the purchase and fee were appropriated in the fiscal year 2020-2021 budget.

Staff Recommendation:

The staff recommends the City Council authorize the purchase of the new ambulance from Mac Haik Dodge Chrysler Jeep and Frazer, Ltd. for the Sherman Fire Department.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6667

Frazer Quote dated August 20, 2020

H-GAC Interlocal Agreement

RESOLUTION NO. 6667

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2020 FRAZER TYPE I 14' MODULE AMBULANCE FOR THE SHERMAN FIRE DEPARTMENT FROM MAC HAIK DODGE CHRYSLER JEEP AND FRAZER, LTD. THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC); 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 Mac Haik Dodge Chrysler Jeep and Frazer, Ltd., through the Houston-Galveston Area Council of Governments (H-GAC), a 2020 Frazer Type I 14' Module Ambulance for the Sherman Fire Department at a total price of Two Hundred Seventy-Four Thousand Dollars and No Cents (\$274,000.00), in accordance with the provisions of the H-GAC proposal and 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 2020-2021 budget.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
NAME: _____
CITY ATTORNEY

Customer Quote

Invoice To:

Sherman Fire Department
 City of Sherman
 P. O. Box 1106
 Sherman TX 75091
 US

Attention:

Logistics Division Chief
 Thomas Brown
 tomb@cityofsherman.com

Order No.: Q1801-0001
Quote Date: 8/20/2020
Expiration Date: 10/31/2020
Salesperson: Kasey Gillum
 kgillum@frazerbilt.com

No.	Item	Quantity	U/M		Unit Price		Net Amount
1	MODULE Type I 14' Module	1.000	EA	\$	221,975.00	\$	221,975.00
2	CHASSIS 2020 RAM 4500 Diesel	1.000	EA	\$	50,750.00	\$	50,750.00
3	DELIVERY CUSTOMER PICK UP-FOB FRAZER	0.000	M	\$	0.00	\$	0.00
4	14109 Regulator-Oxygen, Preset 50 PSI	1.000	EA	\$	275.00	\$	275.00
5	HGAC-NEW HGAC Fee for a New Unit	1.000	EA	\$	1,000.00	\$	1,000.00



Customer Quote

Order No.: Q1801-0001
Quote Date: 8/20/2020
Expiration Date: 10/31/2020

Remit To:

Per TMVCC, we are quoting this through our
licensed franchise dealer, Mac Haik Dodge Chrysler
Jeep

Mac Haik Dodge Chrysler Jeep
11000 I - 45 North Freeway
Houston TX 77037

Sale Amount: 274,000.00
Sales Tax: 0.00
Total Amount: 274,000.00

Payment Terms: Net 30

Special Instructions:

Email this quote along with your PO to sales@frazerbilt.com.
Graphics pricing includes two hours' design time in the base price.
More extensive graphics or multiple changes will be billed at \$100/hr.



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For your convenience, all pricing has been itemized below per quote Q1801-0001 for Sherman Fire Department

Base Module	\$ 114,750.00
Chassis Exterior	\$ 19,950.00
Module Exterior	\$ 32,550.00
Chassis Interior	\$ 4,725.00
Module Interior	\$ 50,000.00
Total	\$ 221,975.00

Items included in above totals:

- | | |
|---|-------------|
| 1. Type I 14' Module - Side Entry Door Forward of Front I/O Configuration | \$ 4,850.00 |
| 2. This is a CAAS Unit | \$ incl |

Chassis Exterior:

- | | |
|---|--------------|
| 3. Heat Shielding for Diesel Chassis | \$ 1,575.00 |
| 4. Chassis Options: In Dash monitor with factory back up camera | \$ incl |
| 5. Chassis : 2020 RAM 4500, Diesel, 4x2, Regular, 108" Cab to Axle, Dodge Red (PR4) | \$ incl |
| 6. Suspension: LiquidSpring | \$ 11,550.00 |
| 7. Wheel type: Factory Aluminum | \$ incl |
| 8. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator | \$ 275.00 |
| 9. Chassis Steps: ArcRite with Sure Grip | \$ 1,050.00 |
| 10. Grille Guard: Ranch Hand Grille Guard with Wraparounds | \$ incl |
| 11. Chassis Mud Flaps | \$ 325.00 |
| 12. Led Go-Light with Black Housing with Control Pad at Chassis Headliner | \$ 1,325.00 |
| 13. 10" and 12" Air Horns | \$ 1,125.00 |
| 14. Compressor Type: Fast Recovery | \$ 1,475.00 |
| 15. Switching Options: Momentary | \$ 75.00 |
| 16. Window Tint on Chassis Doors | \$ 275.00 |
| 17. Plymovent Exhaust | \$ 600.00 |
| 18. Passenger's side Grille Light: Whelen M4 Blue/Red Light | \$ 75.00 |
| 19. Driver's side Grille Light: Whelen M4 Red/Blue Light | \$ 75.00 |
| 20. Passenger's side Intersect Light: Whelen M4 Blue/Red Light | \$ 75.00 |
| 21. Driver's side Intersect Light: Whelen M4 Red/Blue Light | \$ 75.00 |
| 22. Magnetic Plymovent | \$ incl |

Chassis Exterior Subtotal \$ 19,950.00

Module Exterior:



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23. Power Source: Onan 5.5kW Generator	\$	10,000.00
24. Onan Tank Size: 20 Gallon Tank	\$	2,000.00
25. Locking Gas Cap	\$	incl
26. Module Paint Layout: Non-White One Tone - Dodge Red (PR4)	\$	2,625.00
27. Rear Wall 3M Conspicuity Layout - Chevron : Fluorescent Yellow/Green Base Color and Red - Translucent Overlay	\$	1,575.00
28. Entry Door Conspicuity Layout - Squares : White Base Color	\$	325.00
29. Compartment Conspicuity Layout - Strips : White Base Color	\$	175.00
30. Frazer Provided Graphics	\$	3,000.00
31. Body Drop on the Passenger's Side Forward of Rear Wheels	\$	incl
32. Hidden Switch Behind the Passenger's Side of the Wrap Around	\$	225.00
33. GPS Opticom	\$	5,775.00
34. Opticom Switching: On with Primary and Cut-off with park	\$	incl
35. Shore Power: Single 30 Amp on Front Wall	\$	incl
36. Pigtail/Plug Option: Pigtail	\$	incl
37. Install Ignition Kill Switch	\$	275.00
38. Coax 1: Run coax from location 1 to Chassis	\$	incl
39. Coax 2: Run coax from location 2 to Electrical Compartment terminated to GPS Opticom	\$	incl
40. Coax 3: Run coax from location 3 to Electrical Compartment	\$	incl
41. Coax 4: Run coax from location 4 to Electrical Compartment	\$	incl
42. UNOC # - Install customer provided Motorola APX 8500 radio with base in the electrical compartment, head in console slot 3 with speaker off the front of the console and mic on P/S of console slot 1; with head, speaker and mic at the action wall with antenna on module roof - wired battery hot	\$	1,000.00
43. Front Wall Light Layout: M Pattern Light	\$	incl
44. Front Wall Light #1: Whelen M6 Amber Light	\$	incl
45. Front Wall Light #2: Whelen M6 Red Light	\$	incl
46. Front Wall Light #3: Whelen M6 Clear Light	\$	incl
47. Front Wall Light #4: Whelen M6 Red Light	\$	incl
48. Front Wall Light #5: Whelen M6 Amber Light	\$	incl
49. Front Wall Driver Side Box Light: Whelen M6 Red Light	\$	incl
50. Front Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
51. Driver Wall Front Box Light: Whelen M6 Red Light	\$	incl
52. Driver Wall Rear Box Light: Whelen M6 Red Light	\$	incl



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53. Driver Wheel Well Light: Whelen M6 Red/Blue Light	\$	75.00
54. Scene Light Option: Spectra SPA900	\$	incl
55. O2 Compartment Layout: 76" O2 Standup with Divider	\$	incl
56. O2 Cylinder Bracket Type: Ratchet Straps for H Cylinder	\$	incl
57. O2 Cylinder Changing Wrench	\$	75.00
58. Intermediate Compartment Style: Left T-Split	\$	225.00
59. Additional Shelf in the Intermediate Compartment	\$	75.00
60. Electrical Compartment Style: Taller Electrical Compartment	\$	incl
61. Dometic Self-Contained A/C with Exhaust Fan	\$	incl
62. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets	\$	225.00
63. (2) SC-50-H-6-SF SCBA brackets raised 10" off the Floor of the Compartment	\$	1,050.00
64. Coat Hooks: Four Hooks - 1 on Front Wall, 1 on Rear Wall, and 2 on an angle on the Ceiling	\$	225.00
65. UNOC # - Furnish and install (2) SC-50-H-5-SFPHS SCBA brackets in the rear corners of the D/S rear storage compartment	\$	incl
66. Module Window Option: Sliding Window	\$	incl
67. Limo Tint on Entry Doors	\$	275.00
68. Upper Rear Wall Light Layout: 3 Across	\$	incl
69. Upper Light #1: Whelen M6 Load Light	\$	incl
70. Upper Light #2: Whelen M6 Amber Light	\$	incl
71. Upper Light #3: Whelen M6 Load Light	\$	incl
72. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
73. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
74. Lower Light #3: Whelen M6 Red/Blue Light	\$	75.00
75. Lower Light #4: Whelen M6 Red/Blue Light	\$	75.00
76. Rear Wall Driver Box Light: Whelen M6 Red Light	\$	incl
77. Rear Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
78. Lower BTTs: 2 M6 Lights on each side	\$	750.00
79. Rear Bumper	\$	incl
80. Door Grabbers	\$	incl
81. License Plate Light	\$	incl
82. Passenger Wall Front Box Light: Whelen M6 Red Light	\$	incl
83. Passenger Wall Rear Box Light: Whelen M6 Red Light	\$	incl
84. Passenger Wheel Well Light: Whelen M6 Red/Blue Light	\$	75.00



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85. Interior Step Option: Double Step Well	\$	incl
86. Passenger Rear Compartment Style: Onan Genset Compartment	\$	incl
87. Door Locks on Entry Doors and Compartments	\$	2,375.00
Module Exterior Subtotal	\$	32,550.00

Chassis Interior:

88. Siren Speakers: Whelen SA 315 Speakers	\$	incl
89. Tap-2 on Primary Siren	\$	incl
90. Siren Option: Whelen C9 Siren in Console	\$	incl
91. Mic 1 on driver's side slot 1	\$	incl
92. Slot 1: Extended MDT plate - swivel with fuel gauge (swivel on passenger side)	\$	475.00
93. Slot 2: Single Slot Switch Panel	\$	incl
94. Slot 3: Radio Plate: 7.5 L X 2.5 W opening dims	\$	incl
95. Slot 4: Siren 1	\$	incl
96. Console Switch Layout : Primary - Secondary - Air Horn - Blank - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Start/Stop Genset -	\$	incl
97. New Armrest	\$	225.00
98. Console Layout: 4-Slot Console	\$	incl
99. Front Base of Console: 120VAC	\$	525.00
100. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	\$	175.00
101. Rear of Console: Single Mapholder	\$	225.00
102. Chassis Rear Wall: 3 High Glove Box Holder	\$	225.00
103. Camera System: Dodge OEM Back-up Camera System	\$	525.00
104. Aftermarket Vinyl Seats	\$	850.00
105. UNOC# - Furnish and install docking station for Panasonic CF-31 on MDT swivel	\$	1,500.00
Chassis Interior Subtotal	\$	4,725.00

Module Interior:

106. Protek Cushions	\$	incl
107. Blue Interior	\$	incl
108. Stainless Steel Countertops	\$	incl
109. Safety Yellow Powdercoated Grab Rails	\$	175.00
110. Stacked Cabinet with Medvault Opening	\$	1,275.00
111. Medvault w/ Wifi	\$	2,850.00



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112. (2) Glove Box Holders on the Front Wall	\$	325.00
113. UNOC# - Custom I/O Cabinet and squad bench on 14' door forward design:	\$	incl
- Door forward remains as-is.		
- I/O cabinet will be made longer to fill the void floor space between the squad bench riser and the current I/O cabinet. The exterior door opening will remain the same creating some inside only space. Life Defender sliding doors on I/O in lieu of standard lexan.		
- There will be no swiveling chair.		
- Standard rear backboard storage under squad bench and the trash can space at the front.		
- There will be 2 harnessed seating positions at the squad bench - location 1 and 2 (location 3 will not have back cushions - no restraint).		
114. UNOC - Furnish and install Valor seat backs with 4 pt retractor in position 1 and 2 of squad bench and at CPR seat location in lieu of Wise seating	\$	4,000.00
NOTE: Use single seat cushions for each seating position, incorporate a support for the backboard (maybe stored between the cushions).		
115. UNOC # - Install D cylinder holder in the compartment below the front I/O	\$	incl
116. Location 1: 8 Switch panel	\$	incl
117. Location 2: Single O2 Outlet	\$	incl
118. Location 3: Electric O2 panel with monitor	\$	1,800.00
119. Location 4: Dual USB receptacles	\$	225.00
120. Location 6: Thermostat	\$	incl
121. Location 7: Blank	\$	incl
122. Location 8: Quad 120 VAC	\$	incl
123. Location 9: Suction	\$	incl
124. Door Lock Switch at Action Wall	\$	125.00
125. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Electric O2; Unlock/Lock; Blank; Blank; Blank;	\$	incl
126. Technimount ZOLL X Monitor Mount (Heavy Duty) on the Action Wall Countertop	\$	1,525.00
127. Sharps Container at Action Wall	\$	incl
128. Acrylic Holder at the Action Wall Cabinet	\$	incl
129. Acrylic Holder Aft CPR Seat	\$	incl
130. Genset Start/Stop Switch at Rear Doors	\$	incl
131. Rear Door Switch Layout : Acknowledge; Start/Stop Genset; Dump/Bypass (Suspension); Rear Load;	\$	incl
132. 2 High Glove Box Low and Sharps Container High on Rear Wall	\$	350.00
133. Head knocker options: With Clock only	\$	475.00



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134. Large Acrylic Holder	\$	350.00
135. Shorter Squad Bench with Interior Storage and 4pt. Captain's Chair Forward of Squad Bench	\$	incl
136. Harness Type for Seat Position 3: No Harness	\$	incl
137. Triple Squad Bench Cabinet	\$	950.00
138. Trashcan With Lid at the Rear of the Squad Bench	\$	incl
139. O2 Outlet Above the Front I/O	\$	incl
140. Door Forward Front I/O with Hospital Grade Power Strip with Lexan Doors	\$	incl
141. 2 High "D" Cylinder Holder in the Front I/O	\$	175.00
142. Duplex Outlet Above the Front I/O	\$	incl
143. O2 Outlet in Ceiling Raceway	\$	325.00
144. Install Evergreen UV-C air and surface disinfection lamp in ceiling raceway with control unit in electrical compartment	\$	4,750.00
145. IV Hanger on Ceiling Raceway	\$	incl
146. Overhead Grabrails on Both Sides	\$	225.00
147. IV Hanger on Squad Bench Ceiling	\$	incl
148. Floor Options: Stryker Power-LOAD System	\$	28,000.00
149. Stryker cot tower only (no antler and bar)	\$	incl
150. Loncoin II Onyx Floor	\$	incl
151. Captain's Chair Type: Valor's Captain's Chair with Child Safety Seat and 4pt. Harness	\$	1,850.00
152. Customer Provided Items Processing Fee	\$	250.00
Module Interior Subtotal		\$ 50,000.00

All new Frazer EMS Vehicles come standard with the following features:

- 120V generator-powered electrical system independent of the chassis electrical
- 120V self-contained module heater & proprietary best-in-class air conditioner
- Easily accessible electrical compartment located on exterior of vehicle
- All aluminum module construction - No wood products!
- Shear-plate method of attachment securing the module to the chassis
- All aluminum powder-coated 12" deep interior cabinetry
- Seamless cushions
- All LED emergency warning and scene lighting
- All LED interior ceiling lights
- 120VAC outlets conveniently located throughout unit



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Three oxygen outlets

Action area with hinged service access panel to back of oxygen outlets and switches

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA
NUMBER:

91-15399-6

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(j)(2c) V.T.C.S.) by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 1555 Timmons Lane, Suite 500, Houston, Texas 77027 and CITY OF SHERMAN, hereinafter referred to as the local government having its principal place of business at 400 N. RUSK, SHERMAN, TX 75090.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Chapter 391 Texas Local Government Code; and

WHEREAS, H-GAC has entered into an agreement with the local government on the 18TH day of MARCH, 1991 and

WHEREAS, the local government desires to purchase certain governmental administrative functions, goods or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The local government's governing body has authorized the signatory official(s) to enter into this Agreement and bind the local government to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

H-GAC and the local government agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 1990 and ends 10/31/91, 1991. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

H-GAC or the local government may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the local government.

ARTICLE 5 SCOPE OF SERVICES

The local government appoints H-GAC its true and lawful purchasing agent for the purchase of certain materials and services through the Council's Cooperative Purchasing Program, as enumerated through the submission of a duly executed purchase order, order form or resolution. All material purchased hereunder shall be in accordance with specifications established by H-GAC.

The materials and services shall be procured in accordance with procedures governing competitive bidding by H-GAC; and at the unit prices and administrative fee as indicated in the current H-GAC Order Form and Price Lists.

Ownership (title) of material purchased shall transfer directly from the vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of material within five (5) days of acceptance of same.

ARTICLE 6 PAYMENTS

The local government agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to the local government during the current fiscal year, on or before the date of the delivery of materials and services to be provided under this agreement.

ARTICLE 7 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8 TERMINATION PROCEDURES

Either H-GAC or the local government may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, including penalties, less payment of any compensation previously paid.

ARTICLE 9 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11 VENUE

Venue and jurisdiction of any suit, or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

CITY OF ERIAN
Local Government
BY [Signature]
TAMMAGE M. BUE
CITY MANAGER
DATE 3/18/91
Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL
BY [Signature] Date 3/27/91
Manager of Cooperative Purchasing
BY [Signature] Date 3/31/91
Jack Steele
Executive Director
March 28, 1991



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 5.

Meeting Date: 10/19/2020

Prepared By: Danny Jones, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6668**

Authorizing the Purchase of a 2021 Spartan S-180 Pumper Fire Engine for the Sherman Fire Department from Metro Fire Apparatus Specialists, Inc. through the Houston-Galveston Area Council of Governments (H-GAC)

Issue:

To consider the purchase of a 2021 Spartan S-180 Pumper Fire Engine for the Sherman Fire Department

Background:

The purchase of the 2021 Spartan S-180 Fire Engine will replace City vehicle 111, a 2006 Pierce Fire Engine with approximately 128,000 miles. Unit 111 will be sold at auction.

Purchasing through the H-GAC conforms to the requirements of Texas statutes that are applicable to competitive bids and competitive proposals. No product or service is offered by H-GAC that has not been subjected together competitive bid or competitive proposal process.

Origination:

Fire Chief Danny Jones

Financial Consideration:

A quote was received from Metro Fire Apparatus Specialists, Inc. for the purchase of a 2021 Spartan S-180 Fire Engine through the H-GAC in the amount of \$609,999.00. This quote includes the H-GAC cooperative fee of \$2,000.00. Funds for the purchase and fee were appropriated in the fiscal year 2020-2021 budget. Lead time on receipt of these vehicles is six to nine months, so we would expect to take delivery in Spring/Summer of 2021.

Staff Recommendation:

The staff recommends the City Council authorize the purchase of the new Fire Engine from Metro Fire Apparatus Specialists, Inc. for the Sherman Fire Department.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6668

Metro Quote dated August 18, 2020

H-GAC Interlocal Agreement

RESOLUTION NO. 6668

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2021 SPARTAN S-180 PUMPER FIRE ENGINE FOR THE SHERMAN FIRE DEPARTMENT FROM METRO FIRE APPARATUS SPECIALISTS, INC. THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC); 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 Metro Fire Apparatus Specialists, Inc., through the Houston-Galveston Area Council of Governments (H-GAC), a 2021 Spartan S-180 Pumper Fire Engine for the Sherman Fire Department at a total price of Six Hundred Nine Thousand Nine Hundred Ninety-Nine Dollars and No Cents (\$609,999.00), in accordance with the provisions of the H-GAC proposal and 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 2020-2021 budget.

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

PASSED AND APPROVED on this the _____ day of _____, 2021.

CITY OF SHERMAN, TEXAS

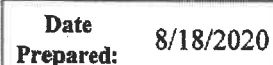
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
NAME: _____
CITY ATTORNEY



Buying Agency:	City of Sherman (Fire Department)	Contractor:	Metro Fire Apparatus Specialists, Inc.
Contact Person:	Division Chief Tom Brown	Prepared By:	Brian Russell
Phone:	903-892-7343	Phone:	713-475-2411
Fax:	903-813-0411	Fax:	713-475-2428
Email:	tomb@ci.sherman.tx.us	Email:	brussell@mfas.com
Product Code:	EEC09	Description:	Pumper, Midship, 1250 GPM, Aluminum Body, Spartan Metro Star, 4-Door, Tilt Cab, Single Axle
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:			\$421,298
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)			
Description	Cost	Description	Cost
Total from Published Options Page	\$127,437		
		Subtotal B:	\$127,437
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)			
Description	Cost	Description	Cost
Total from Unpublished Options Page	\$59,264		
		Subtotal C:	\$59,264
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).			For this transaction the percentage is: 11%
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)			
Quantity Ordered:	1	X Subtotal of A + B + C:	\$607,999 = Subtotal D: \$607,999
E. H-GAC Order Processing Charge (Amount Per Current Policy)			Subtotal E: \$2,000
F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation			
Description	Cost	Description	Cost
		Subtotal F:	\$0
Delivery Date: 180 Days ARO		G. Total Purchase Price (D+E+F): \$609,999	

PUBLISHED OPTIONS

[illegible]

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA
NUMBER:

91-15399-6

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(j)(2c) V.T.C.S.) by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 1555 Timmons Lane, Suite 500, Houston, Texas 77027 and CITY OF SHERMAN, hereinafter referred to as the local government having its principal place of business at 400 N. RUSK, SHERMAN, TX 75090.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Chapter 391 Texas Local Government Code; and

WHEREAS, H-GAC has entered into an agreement with the local government on the 18TH day of MARCH, 1991 and

WHEREAS, the local government desires to purchase certain governmental administrative functions, goods or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The local government's governing body has authorized the signatory official(s) to enter into this Agreement and bind the local government to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

H-GAC and the local government agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 1990 and ends 10/31/91, 1991. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

H-GAC or the local government may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the local government.

ARTICLE 5 SCOPE OF SERVICES

The local government appoints H-GAC its true and lawful purchasing agent for the purchase of certain materials and services through the Council's Cooperative Purchasing Program, as enumerated through the submission of a duly executed purchase order, order form or resolution. All material purchased hereunder shall be in accordance with specifications established by H-GAC.

The materials and services shall be procured in accordance with procedures governing competitive bidding by H-GAC; and at the unit prices and administrative fee as indicated in the current H-GAC Order Form and Price Lists.

Ownership (title) of material purchased shall transfer directly from the vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of material within five (5) days of acceptance of same.

ARTICLE 6 PAYMENTS

The local government agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to the local government during the current fiscal year, on or before the date of the delivery of materials and services to be provided under this agreement.

ARTICLE 7 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8 TERMINATION PROCEDURES

Either H-GAC or the local government may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, including penalties, less payment of any compensation previously paid.

ARTICLE 9 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11 VENUE

Venue and jurisdiction of any suit, or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

CITY OF ERIAN

Local Government

BY [Signature]

THOMAS M. BUE

CITY MANAGER

DATE 3/18/91

Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL

BY [Signature] Date 3/27/91
Manager of Cooperative Purchasing

BY [Signature] Date 3/31/91
Jack Steele
Executive Director

March 28, 1991



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 6.

Meeting Date: 10/19/2020

Prepared By: Danny Jones, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6669**

Authorizing the Purchase of a 2021 Ford F550 Super Cab Brush Truck and Equipment for the Sherman Fire Department from Wildfire Truck & Equipment Sales through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a 2021 Ford F550 Super Cab Brush Truck and equipment from the BuyBoard for use within the Sherman Fire Department

Background:

The purchase of the 2021 Ford F550 Super Cab Brush Truck and equipment will add an additional Brush Truck to our fleet, bringing the total to two.

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:

Fire Chief Danny Jones

Financial Consideration:

A quote was received from Wildfire Truck & Equipment Sales for the purchase of a 2021 Ford F550 Super Cab Brush Truck and equipment in the amount of \$103,316.00. This quote includes the BuyBoard fee of \$400.00. Funds for the purchase and fee were appropriated in the fiscal year 2021-2021 budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase a new Brush Truck and equipment through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6669

Wildfire Quote dated September 16, 2020

BuyBoard Interlocal Agreement

RESOLUTION NO. 6669

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2021 FORD F550 SUPER CAB BRUSH TRUCK AND EQUIPMENT FOR THE SHERMAN FIRE DEPARTMENT FROM WILDFIRE TRUCK & EQUIPMENT SALES THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); 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 Wildfire Truck & Equipment Sales, through the Texas Local Government Purchasing Cooperative (BuyBoard), a 2021 Ford F550 Super Cab Brush Truck and equipment for the Sherman Fire Department at a total price of One Hundred Three Thousand Three Hundred Sixteen Dollars and No Cents (\$103,316.00), in accordance with the provisions of the proposal and 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 2020-2021 budget.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
NAME: _____
CITY ATTORNEY

QUOTE# 002-WILDFIRE

CONTRACT PRICING WORKSHEET

End User: CITY OF SHERMAN FIRE	Contractor: ROCKDALE COUNTRY
Contact Name: DON GIBSON	ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY
Email: DON@WILDFIRETRUCK.COM	Prepared By: Averyt Knapp
Phone #: 817-783-3833	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: SHERMAN, TX	Fax #: 979-567-4376
Date Prepared: SEPTEMBER 16, 2020	Address: P. O. Box 72, ROCKDALE, TX 76567
Contract Number: BUY BOARD #601-19	Tax ID # 27-3037856
Product Description: 2021 FORD F550 SUPER CAB (60CA) X5H	

A Base Price & Options:

\$42,770

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X4-SUPER CAB, 168" WHEELBASE, 60" CA, 18,000#GVWR, 7.3L-V8 GAS, 10-SPD AUTOMATIC, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO W/SYNC, TILT, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, HD FRONT SUSPENSION, TRANSFER CASE SHIELD, (NO REAR VISION CAMERA PREP KIT)	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	
	WILDFIRE LOGISTICS	\$59,173.33 \$972.67			
Subtotal B					\$60,146

C Unpublished Options

Code	Description	Cost	Code	Description	Cost
Subtotal C					

D Other Price Adjustments (Installation, Delivery, Etc...)

Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	\$102,916
Quantity Ordered	1
Subtotal E	\$102,916
F Non-Equipment Charges (Trade-In, Warranty, Etc...)	
BUY BOARD FEE	\$400
G. Color of Vehicle: RACE RED	
H. Total Purchase Price (E+F)	\$103,316
Estimated Delivery Date: 210-240 DAYS APPX	

WILDFIRE TRUCK & EQUIPMENT SALES

**5313 Big Six St.
Alvarado, TX 76009
888-452-2701 fax 817-783-3038**

Quote for Caldwell Country Ford

City of Sherman Fire Dept.

September 16, 2020

Chassis: Add Ons

Front-End Replacement Brush Guard with winch cradle
Reflective Striping & Sherman Lettering Per Department Specifications
Rear Chevron Lime/Red Striping
Black Side Step Bars for Super Cab
Tire Upgrade, Seven Conti Terra Plus HD3 Off Road Tires

Body: Overall length of truck not to exceed 19.5'

Flatbed Steel Body Painted Black J&I 108" Long X 96" Wide with Walkway and Self-closing inward opening gates at each end of walkway
Headache Rack Lightbar Mounting
Rear Tow Hooks
Rear Tube Style Bumper with Receiver Tube
Aluminum Tool Compartment 18"T x 18"D x 72"L with single lift up door & gas shocks mounted on driver side
Aluminum Tool Compartment 18"T x 18"D x 48"L with single lift up door & gas shocks mounted on passenger side
Aluminum Stamped Side Opening Tool Basket 12"T x 16"D x 72"L with single lift up door mounted on driver side body
Aluminum Stamped Tool Basket 12"T x 18"D x 48"L with open top mounted on passenger side body
Aluminum Hose Tray 12"T x 72"L x 4"W mounted on drivers side body between basket and tank

Electrical:

1-Master Disconnect Switch
1-Havis Plastix Plus Console for mounting of Siren & Switch Control
1-Whelen 54" Liberty Red / Blue LED Lightbar with Takedown and Alley Work Lights
2-Whelen M6 Series Red / Amber LED Rear Warning Lights
2-Whelen M4 Series Red / Blue LED Lower Front Warning Lights
4-Whelen ION Series Red LED Rear Side Warning Lights
2-Whelen M4 Red / Blue LED Front Intersector Warning Lights
1-Whelen Cen-Corn Siren Amplifier & Switch Control
4-LED Stop, Tail, Turn Lights
2-LED Backup Lights
5-2" LED DOT Red Marker Lights
2-2" LED DOT Amber Marker Lights

Electrical Continued:

- 1-Whelen SA315P Siren Speaker with mount
- 2-Whelen NANO 3 LED Work Lights mounted at rear of tank
- 1-Whelen Back-up alarm
- 1-Rechargeable Flash Light mount in the cab
- 1-Kusssmaul Auto Charge 100 Battery Charger with Super Auto Eject at left rear of bed
- 1-FRC BCA 2111A00 Backup Camera with 7" Monitor
- 1-Rigid 20" LED Off Road Flood Light, mounted to front brush guard
- 1-Warn Zeon 12,000 lb. Electric Winch #89120 w/Synthetic Rope
- 1-Install One Customer supplied Motorola Radio, Coax & Antenna
- 2-Whelen PSL1BB Pioneer Side Scene Lighting one passenger and one driver side

Skid:

- 300-gallon Poly Water Tank with 10 Foam Cell & Limited Lifetime Warranty
- Rowe RPM2/K19 Pump with Kohler 19HP Fuel Injected Gasoline Engine (100 GPM & 150PSI)
- Pump Fuel Plumbed to Chassis Fuel Source
- Hannay Graphite Painted Electric Hose Reel Mounted for Rear Deployment on Passenger Side.
- Lighted Control Panel with pressure gauge, throttle, start button
- Class 1 Electronic LED water level Indicator with Mini LED Tank Level Gauge in Cab
- Guzzler Hand Primer
- Brass Water Service Valves & Stainless-Steel Block Manifold & Plumbing
- One 1.5" Discharge in walkway with 1 1/2" gated wye with 1 1/2" x 1" reducers for whip-lines
- One 1.5" Discharge with Valve, chrome adapter, cap & chain
- One 1" Tank Fill / Re-Circulate Valve
- One 2.5" Tank to Pump Valve
- One 2.5" Suction Valve with chrome swivel adapter, plug & chain
- Two Ground Spray Nozzles mounted on front brush guard with electric valves controlled in the cab
- Cascade "Foam Flo" Class "A" Around the Pump Foam System

Equipment:

- One Hydrant & Spanner Wrench Set
- 150' x 1" Booster Hose
- Two 8' x 1" Whip Lines
- Three 1" TFT Bubble Cup Dual Gallonage with Pistol Grip
- Three PAC Nozzle Mounting Brackets

TOTAL-----\$59,175.33

David Evans

david@wildfiretruck.com

Don Gibson

don@wildfiretruck.com

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

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

WITNESSETH:

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

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

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

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

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

TERMS AND CONDITIONS

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

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

GENERAL PROVISIONS

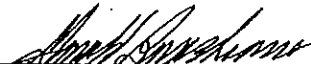
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable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

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

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

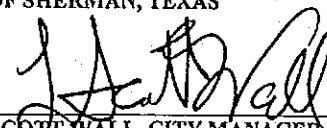
TO BE COMPLETED BY THE COOPERATIVE:

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

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

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

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

Coordinator for the Cooperative Member is:

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 1.

Meeting Date: 10/19/2020

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

REQUEST TO ADVERTISE

Contracting with a Construction Manager-at-Risk (CMAR) for the Construction of a New Police Headquarters Facility

Issue:

Requesting permission to advertise for CMAR proposals to manage future construction of a new police headquarters facility, to be located at the southwest corner of West Travis Street and Northgate Drive

Background:

The current Sherman Police Headquarters Facility was built in 1966 and has reached its maximum occupancy and potential for future growth. The plan is to relocate it to the southwest corner of West Travis Street and Northgate Drive, allowing for immediate and future growth. At a regularly scheduled meeting on August 5, 2019, the City Council authorized the execution of a professional consulting services agreement with Hidell and Associates Architects, Inc. for this site to be master planned for the new Police Headquarters Facility.

This request is to advertise for CMAR management services that will be used initially to garner an estimate of construction costs for the new PD facility. Once design work is completed and an estimate of cost is obtained (Spring/Summer of 2021), staff would seek Council approval on timing of construction, project funding, etc, most likely as part of the fiscal year (FY) 2022 budget development process.

Origination:

Police Department

Financial Consideration:

Funding was approved and is available in the Capital Improvement Fund.

Staff Recommendation:

It is recommended that the City Council approve the request to advertise.

Alternatives:

As may be directed by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 1.

Meeting Date: 10/19/2020

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive an Update on the City of Sherman's Ongoing Projects

Issue:

Staff seeks to provide periodic aerial updates to keep the Council abreast of the newest developments in City projects.

Background:

Using the City of Sherman's drone, City staff has cataloged several projects underway or contemplated around town, including the Highway 75 GAP Project, the FM 1417 expansion, the Sherman ISD High School, housing development and others.

Origination:

City Manager Robby Hefton

Financial Consideration:

None

Staff Recommendation:

The Council need take no action on this agenda item - for information purposes only.

Alternatives:

None



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 2.

Meeting Date: 10/19/2020

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Final Plat Approval of Parkhaven Estates, Phase II, being 9.994 acres in the Elizabeth Jones Survey, Abstract No. 625; Kritt Concrete, LLC, Owner; Cross Engineering Consultants, Civil Engineer; and Underwood Drafting and Surveying, Inc., Surveyor (800 block of Baker Park Drive)

Issue:

To consider Final Plat approval of Parkhaven Estates, Phase II, being 9.994 acres in the Elizabeth Jones Survey, Abstract No. 625; Kritt Concrete, LLC, Owner; Cross Engineering Consultants, Civil Engineer; and Underwood Drafting and Surveying, Inc., Surveyor (800 block of Baker Park Drive)

Background:

The property is located in the 800 block of Baker Park Drive, between West Center Street and Brossard Drive. The property is zoned an R-1 (One Family Residential) District. The owner would like to plat the property into 40 lots for residential development.

Origination:

Kritt Concrete, LLC (Owner)
Cross Engineering Consultants (Civil Engineer)
Underwood Drafting and Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 22, 2020 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

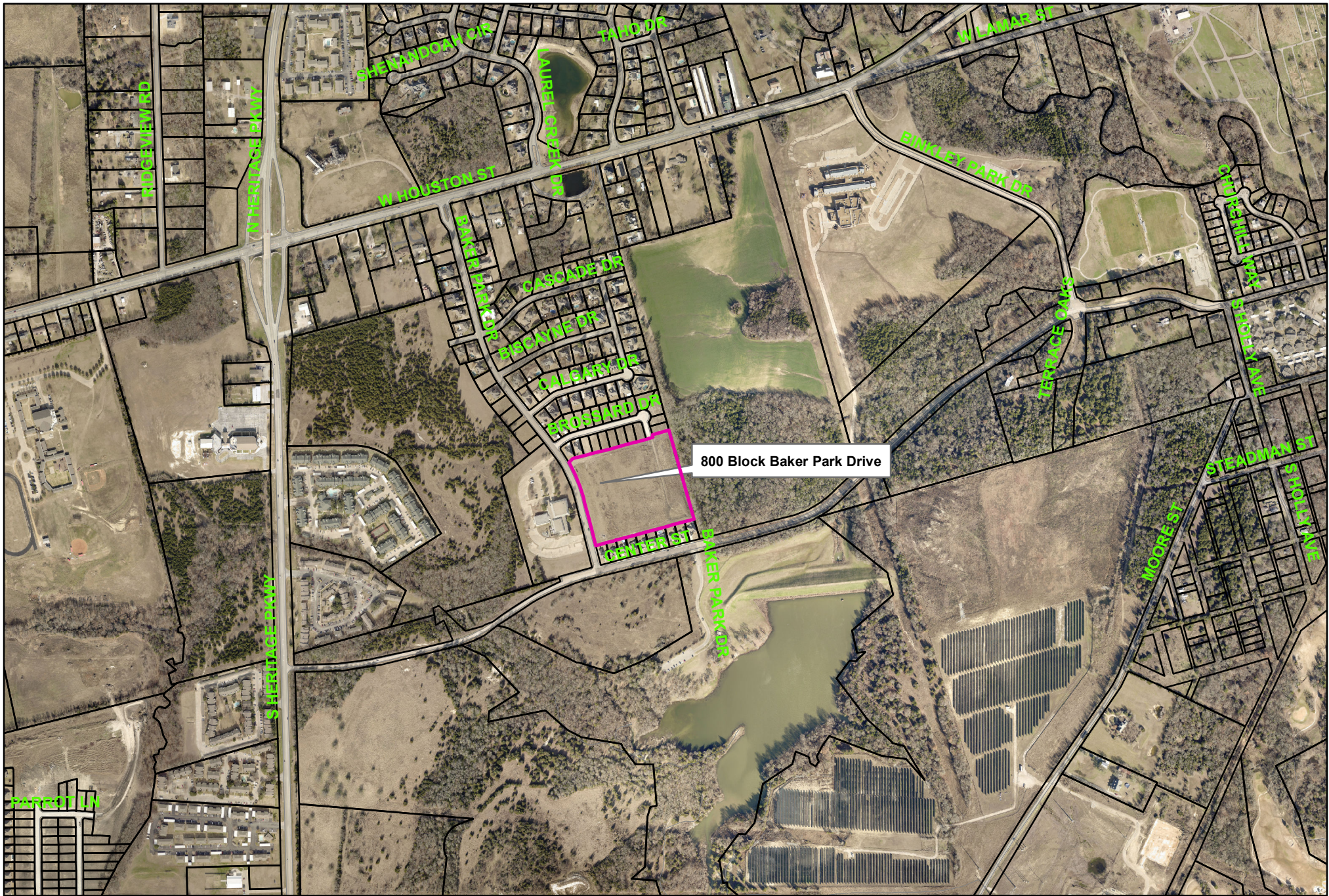
Aerial Location Map

Zoning Map

Parkhaven Estates Phase II

Staff Review Letter

P&Z Communication



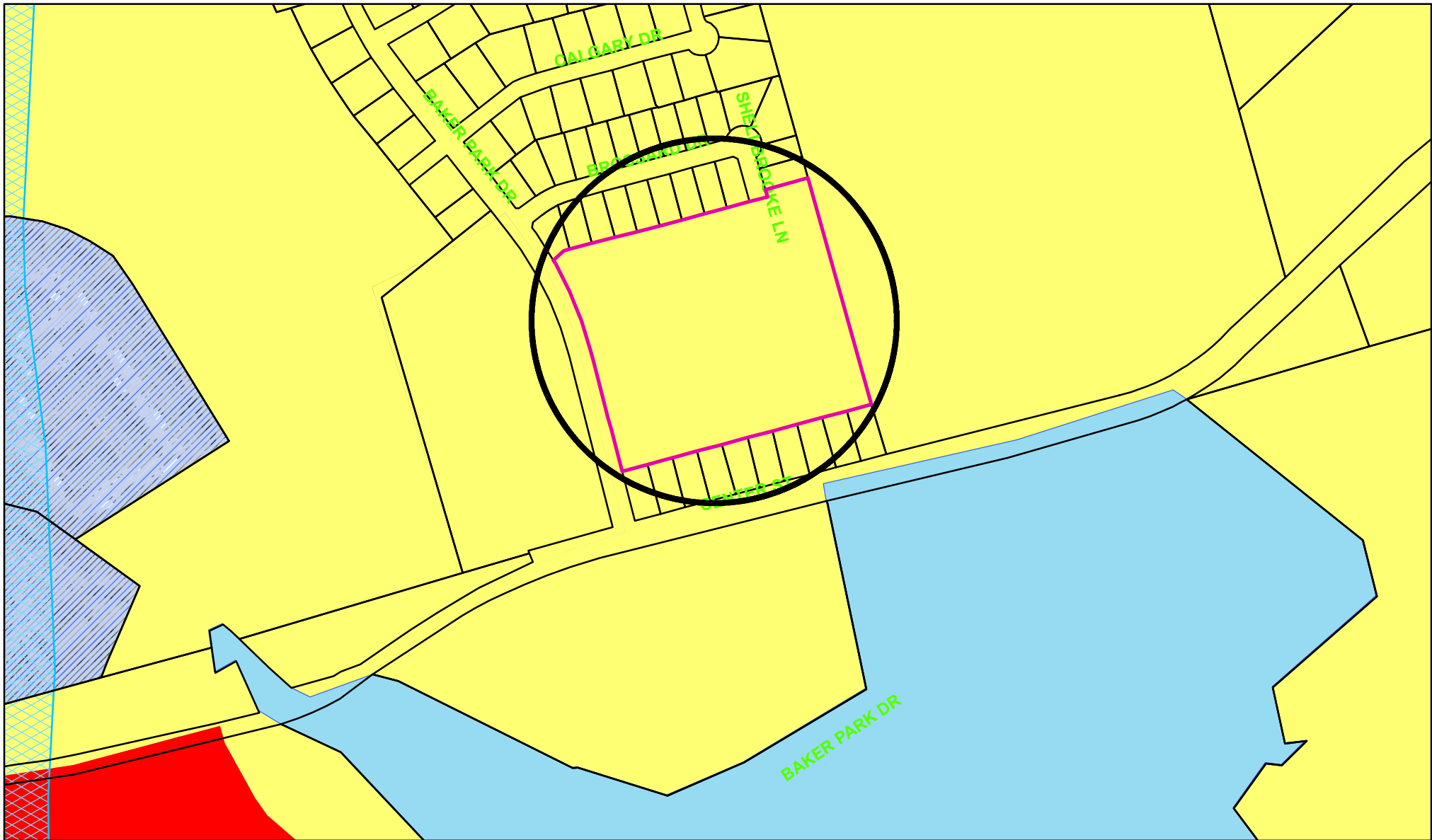
800 Block Baker Park Drive

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 870 ft



Zoning - 800 Block Baker Park Drive



City of Sherman, Texas
Developmental Services Department

Special Districts Overlay

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

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

Unknown
BIP: Blalock Industrial Park
C-1: Retail Business District
C-2: General Commercial District

Legend

CO Office District
Lakes
M-1: Light Manufacturing District
M-1.5: Medium Manufacturing District
M-2: Heavy Manufacturing District
MH: Manufacturing Housing District
R-1: One Family Residential District
R-2: Multi-Family Residential District
R-A: Single Family Agricultural District
SF-1: Single Family Residential District
PD: Planned Development

ImageGIS.DBO.ORTHOS_2020

RGB
Red: Band_1
Green: Band_2
Blue: Band_3



NOT TO SCALE

1 in = 369 ft



LOT	AREA (AC.)	BEARING	DISTANCE
1	0.202	S 15°30'49" E	120.00'
2	0.194	S 15°30'49" E	120.00'
3	0.194	S 15°30'49" E	120.00'
4	0.194	S 15°30'49" E	120.00'
5	0.194	S 15°30'49" E	120.00'
6	0.194	S 15°30'49" E	120.00'
7	0.194	S 15°30'49" E	120.00'
8	0.194	S 15°30'49" E	120.00'
9	0.194	S 15°30'49" E	120.00'
10	0.194	S 15°30'49" E	120.00'
11	0.194	S 15°30'49" E	120.00'
12	0.194	S 15°30'49" E	120.00'
13	0.194	S 15°30'49" E	120.00'
14	0.194	S 15°30'49" E	120.00'
15	0.194	S 15°30'49" E	120.00'
16	0.194	S 15°30'49" E	120.00'
17	0.260	S 15°30'49" E	120.00'

CURVE	RADIUS	CHORD	BEARING	CHORD
1	100.00'	15.71'	S 63°04'42" E	15.71'
2	100.00'	15.71'	S 63°04'42" E	15.71'
3	100.00'	15.71'	S 63°04'42" E	15.71'
4	100.00'	15.71'	S 63°04'42" E	15.71'
5	100.00'	15.71'	S 63°04'42" E	15.71'
6	100.00'	15.71'	S 63°04'42" E	15.71'
7	100.00'	15.71'	S 63°04'42" E	15.71'
8	100.00'	15.71'	S 63°04'42" E	15.71'
9	100.00'	15.71'	S 63°04'42" E	15.71'
10	100.00'	15.71'	S 63°04'42" E	15.71'
11	100.00'	15.71'	S 63°04'42" E	15.71'
12	100.00'	15.71'	S 63°04'42" E	15.71'
13	100.00'	15.71'	S 63°04'42" E	15.71'
14	100.00'	15.71'	S 63°04'42" E	15.71'
15	100.00'	15.71'	S 63°04'42" E	15.71'
16	100.00'	15.71'	S 63°04'42" E	15.71'
17	100.00'	15.71'	S 63°04'42" E	15.71'

LEGAL DESCRIPTION

Situated in the City of Sherman, Grayson County, Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, and being a part of the same tract of land described as 15.44 acres as conveyed to Krit Concrete, LLC by deed recorded in document No. 2015-21417, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the Southwest corner of said 15.44 acre tract in the east line of Baker Park Drive, said rod also maintaining the Northwest corner Parkhaven Addition Section Six to said City of Sherman as shown by plat of record in Volume 10, Page 56, Plat Records, Grayson County, Texas;

Thence North 14°32'47" West with the east right-of-way line of Baker Park Drive, a distance of 339.64 feet to a set 1/2" steel rod;

Thence continuing with said east right-of-way line and a curve to the left having a radius of 975.41 feet, (chord bears North 22°22'59" West, 265.51 feet) an arc length of 266.33 feet to a found 1/2" steel rod at the southwest corner of Block 2, Parkhaven Estates, Phase 1, an addition to the City of Sherman as recorded in Volume 24, Page 34, Plat Records, Grayson County, Texas;

Thence with the south line of said addition the following calls and distances:

North 51°31'40" East, a distance of 37.43 feet to a found 1/2" steel rod;

North 74°56'13" East, a distance of 571.81 feet to a set 1/2" steel rod;

North 15°30'49" West, a distance of 20.14 feet to a set 1/2" steel rod;

North 74°29'11" East, a distance of 120.00 feet to a found 1/2" steel rod at the southeast corner of said addition;

Thence South 15°30'49" East with the east line of said 15.44 acre tract, a distance of 638.94 feet to a found 1/2" steel rod at the northeast corner of said Parkhaven Addition Section Six;

Thence South 74°56'13" West with the north line of said addition, a distance of 700.26 feet to the Point of Beginning and containing 9.994 acres or 435,343 square feet of land.

KNOWN ALL MEN BY THESE PRESENTS:

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

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

Date

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

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

WITNESS MY HAND this _____ day of _____, 2016.

KRITT CONCRETE, LLC

STATE OF TEXAS
 COUNTY OF GRAYSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

Notary Public in and for
 the State of Texas
 Commission Expires: _____

CITY ACCEPTANCE

Approved this _____ day of _____, 2020, by the
 City Planning Commission to the City of Sherman, Texas.

Chairman

Secretary

Accepted by the City Council of the City of Sherman

Mayor, City of Sherman, Texas

Date

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, PARKHAVEN ESTATES, PHASE II, an addition to the City of Sherman, Texas, was submitted to the City Council on the _____ day of _____, 2020, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this _____ day of _____, 2020.

Clerk, City of Sherman, Texas

FINAL PLAT

LOTS 15-31, BLOCK ONE,
LOTS 10-17, BLOCK TWO &
LOTS 1-16, BLOCK THREE
PARKHAVEN ESTATES
PHASE II
 BEING 9.994 ACRES IN THE
 ELIZABETH JONES SURVEY, ABSTRACT NO. 625
 CITY OF SHERMAN
 GRAYSON COUNTY, TEXAS
 07-22-2020

OWNERS/DEVELOPER
 KRITT CONCRETE, LLC
 1116 JORDAN CREEK RD.
 COLLINSVILLE, TEXAS 76233

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

UNDERWOOD
 DRAFTING & SURVEYING
 3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151



STAFF REVIEW LETTER

September 11, 2020

Kritt Concrete, LLC
1116 Jordan Creek Rd.
Collinsville, TX 76233

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of the Final Plat of Parkhaven Estates, Phase II has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 22, 2020 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates with \$0.00 balance shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on the plat.
5. Privately owned and maintained detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval. Maintenance and Ownership information to be shown on plat.
6. Show point of beginning on drawing.
7. All of Lot 23, Block 1 shall show as Variable Width Drainage Easement and shall be shown on plat as being owned and maintained by HOA.
8. Dedicate Private Drainage Easement of 25x51' along rear property line of Lot 15, Block 1 to match plans.
9. Verify fire requirements with Fire Marshall.
10. Water and sewer shall be extended to serve the development. Sewer capacity shall be verified for proposed use.
11. Development Agreement required for public infrastructures.
12. Drawing must match metes and bounds exactly.
13. Dates on signature blocks must all be 2020.
14. Drainage issue on Brossard Drive must be rectified prior to approval of new public infrastructure with this subdivision, Parkhaven Estates, Phase II.
15. 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.

16. 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,



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

cc: Robby Hefton, City Manager
Rob Rae, Incoming Director of Development Services
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager

Scott Shadden, Director of Development Services
Brandon Shelby, City Attorney
Billy Hartsfield, Fire Marshal



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

Agenda Item No. 7.

Meeting Date: 09/22/2020

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

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Requested Action/Proposed Use:

*** 800 BLOCK BAKER PARK DRIVE**

The request of Kritt Concrete LLC (Owners), Cross Engineering Consultants (Civil Engineer) and Underwood Drafting and Surveying, Inc. (Surveyor) concerning the property in the 800 block of Baker Park Drive, being 9.994 acres in the Elizabeth Jones Survey, Abstract No. 625, as follows:

Planning and Zoning Commission

Final Plat approval of Parkhaven Estates, Phase II.

Background:

The property is located in the 800 block of Baker Park Drive between West Center Street and Brossard Drive. The property is zoned an R-1 (One Family Residential) District. The owner would like to plat the property into 40 lots for residential development.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Kritt Concrete LLC (Owners)
Cross Engineering Consultants (Civil Engineer)
Underwood Drafting and Surveying, Inc. (Surveyor)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Aerial Location Map

Zoning Map

Parkhaven Estates Phase II

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 3.

Meeting Date: 10/19/2020

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of Fuller-Weems Addition, a Replat of Lots 1 and part of Lot 2, Block 1, Fuller's 2nd Addition in the City of Sherman's Extra Territorial Jurisdiction (ETJ), being 2.464 acres in the William Atchison Survey, Abstract No. 23, also being Lots 1 and part of Lot 2, Block 1, Fuller's 2nd Addition; Michael and Brenda Fuller and Rudy and Cynthia Weems, Owners; and Underwood Drafting and Surveying, Inc., Surveyor (16 and 60 Tee Taw Circle)

Issue:

To consider Replat Approval of Fuller-Weems Addition, a Replat of Lots 1 and part of Lot 2, Block 1, Fuller's 2nd Addition in the City of Sherman's ETJ, being 2.464 acres in the William Atchison Survey, Abstract No. 23, also being Lots 1 and part of Lot 2, Block 1, Fuller's 2nd Addition; Michael and Brenda Fuller and Rudy and Cynthia Weems, Owners; and Underwood Drafting and Surveying, Inc., Surveyor (16 and 60 Tee Taw Circle)

Background:

The property is located at 16 and 60 Tee Taw Circle in southwest Sherman, off of W.D. Hill Road in the City of Sherman's ETJ. The owners would like to Replat two lots to enlarge one of the lots.

Origination:

Michael and Brenda Fuller and Rudy and Cynthia Weems (Owners)
Underwood Drafting and Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 22, 2020 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Aerial Location Map

Replat - Fuller Weems Addition

Staff Review Letter

P&Z Communication

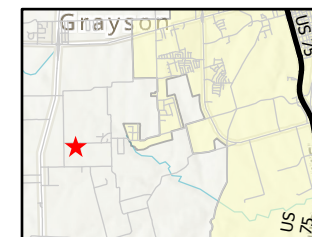
diagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Administration\Administration.aprx



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

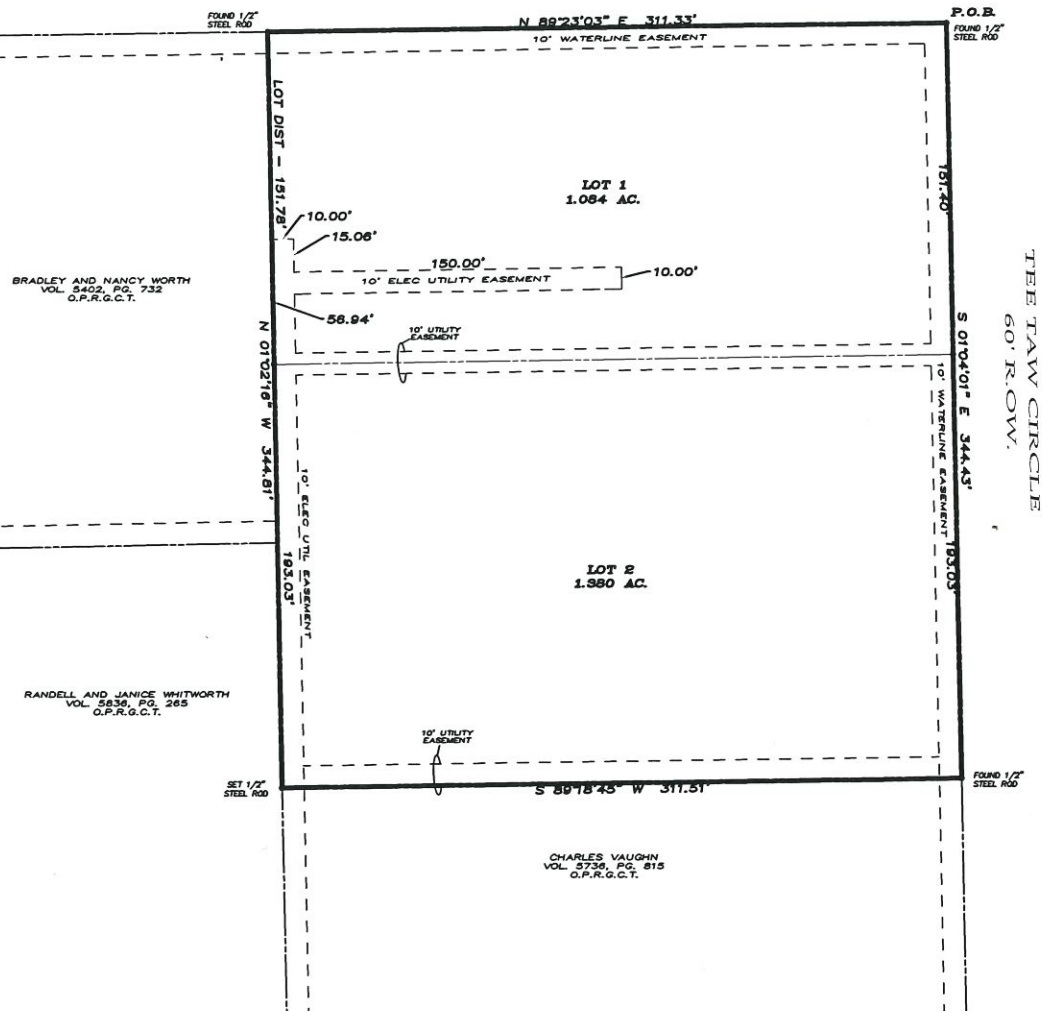


CITY OF SHERMAN
16 & 60 Tee Taw Circle



CHARLES MAC HILL
VOL. 1787, PG. 715
O.P.R.G.C.T.

W.D. HILL ROAD
60' RIGHT-OF-WAY



BRADLEY AND NANCY WORTH
VOL. 5402, PG. 732
O.P.R.G.C.T.

RANDELL AND JANICE WHITWORTH
VOL. 5839, PG. 265
O.P.R.G.C.T.

CHARLES VAUGHN
VOL. 5736, PG. 815
O.P.R.G.C.T.

JESUS TOBAR
VOL. 5695, PG. 920
O.P.R.G.C.T.

BRIAN AND TERA NORRIS
VOL. 5102, PG. 520
O.P.R.G.C.T.

BOB AND KELLY TAYLOR
VOL. 3897, PG. 20
O.P.R.G.C.T.

MICHAEL AND ANITA MARSH
VOL. 2573, PG. 646
O.P.R.G.C.T.

~ BASIS OF BEARINGS ~
GRID NORTH: NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

RE-PLAT

FULLER-WEEMS ADDITION

Being a replat of Lot 1 and part of Lot 2, Block One, of
Fullers 2nd Addition, to the City of Sherman, of record in
Volume 8, Page 75, of the Plat Records, Grayson County,
Texas.

BEING 2.464 ACRES

SURVEYOR

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

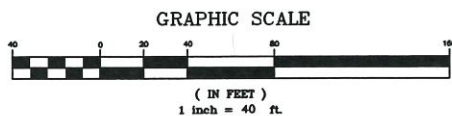
OWNERS/DEVELOPER

MICHAEL AND BRENDA FULLER RUDY AND CYNTHIA WEEMS
16 TEE TAW CIRCLE 60 TEE TAW CIRCLE
SHERMAN, TEXAS 75092 SHERMAN, TEXAS 75092

8-26-2020



DRAFTING & SURVEYING



LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being part of the
William Acheson Survey, Abstract No. 23 and being Lot 1 and part of Lot 2,
Block 1 of the Fullers 2nd Addition, Volume 8, Page 75 Plat Records, Grayson
County, Texas, and being more particularly described by metes and bounds as
follows:

Beginning at a found 1/2" steel rod at the northeast corner of said Lot 1
and being in the South Right-of-way of Hill Road and being in the west
Right-of-Way of Tee Taw Circle;

Thence South 01°04'01" East, with said west Right-of-Way a distance of
344.43 feet to a found 1/2" steel rod;

Thence South 89°18'45" West, with the North line of a tract of land
conveyed to Charles Vaughn, Recorded in Volume 5736, Page 815, Official
Public Records, Grayson County, Texas a distance of 311.51 feet to a set 1/2"
steel rod;

Thence North 01°02'16" West, with the west line of said Lot 1 and 2 a
distance of 344.82 feet to a found 1/2" steel rod in said Hill Road
Right-of-Way;

Thence North 89°23'03" East, with said Hill Road Right-of-Way a distance
of 311.33 feet to the Point of Beginning and containing 2.464 acres of land.

ACCEPTANCE

Approved this _____ day of _____, 2020, by the
City Planning Commission to the City of Sherman, Texas.

Chairman Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

Mayor, City of Sherman, Texas Date

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

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

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

Date

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the
foregoing, FULLER-WEEMS ADDITION, an addition to the City of Sherman, Texas,
was submitted to the City Council on the _____ day of _____, 2020, and the City
Council by formal action then and there accepted the dedication of streets,
alleys, easements and public places, as shown and set forth in and upon said map
or plat, and said City Council further authorized the Mayor to note the
acceptance thereof by signing his name as herein above subscribed.

Witness my hand this _____ day of _____, 2020.

Clerk, City of Sherman, Texas

~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Dorchester.
2. Sewer service at a minimum to be provided by individual on-site
sewage treatment systems (OSSF), permitted and approved by
Grayson County. OSSF evaluations, reports and permits must be
obtained and submitted to the City for each lot to regarding the
suitability of the system based on user and type of development.
The City of Sherman reserves the right to require connection to
the City's system by sewer connection or main extension based
on user and availability.
3. Electrical service is provided by Onco Electrical Delivery.
4. Blocking the flow of water or construction of improvements in
drainage easements, and filling or obstruction of the roadway is
prohibited.
5. Any existing creeks or drainage channels traversing along or
across the addition will remain as open channels and will be
maintained by the individual owners of the lot or lots that are
traversed by or adjacent to the drainage courses along or across
said lots.
6. The City of Sherman will not be responsible for the maintenance
and operation of said drainage ways or drainage easements for
the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be
responsible for any damage, personal injury, or loss of life or
property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state
and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument
Network.
10. The City of Sherman reserves the right to require submission of
Development Plat based on proposed use of each lot.

RE-PLAT

FULLER-WEEMS ADDITION

Being a replat of Lot 1 and part of Lot 2, Block One, of
Fullers 2nd Addition, to the City of Sherman, of record in
Volume 8, Page 75, of the Plat Records, Grayson County,
Texas.

BEING 2.464 ACRES

SURVEYOR

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

OWNERS/DEVELOPER

MICHAEL AND BRENDA FULLER RUDY AND CYNTHIA WEEMS
16 TEE TAW CIRCLE 60 TEE TAW CIRCLE
SHERMAN, TEXAS 75092 SHERMAN, TEXAS 75092

8-26-2020



DRAFTING & SURVEYING

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, RUDY AND CYNTHIA WEEMS AND MICHAEL AND BRENDA FULLER, do
hereby adopt this plat designating the hereinabove property as the
FULLER-WEEMS ADDITION, an addition to the City of Sherman, and do hereby
dedicate to the public use forever the streets and easements shown on this
plat for the mutual use and accommodation of all public and private utilities
dealing to use or using same. Any public or private utility shall have the right
to remove and keep removed all or part or any buildings, fences, trees, shrubs
or other improvements or growths which in anyway endanger or interfere with
the construction, maintenance, or efficiency of its respective systems on any
of these easements strips and any public or private utility shall, at all times,
have a right of ingress and egress to and from and upon the said easement
strips for the purpose of constructing, reconstructing, inspecting, patrolling,
maintaining and adding to or removing all or part of its respective system
without the permission of anyone. This plat approved subject to all ordinances,
rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this _____ day of _____, 2020

RUDY L. WEEMS

CYNTHIA L. WEEMS

MICHAEL P. FULLER

BRENDA G. FULLER

STATE OF TEXAS
COUNTY OF GRAYSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

Notary Public in and for
the State of Texas
Commission Expires: _____

STATE OF TEXAS
COUNTY OF GRAYSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

Notary Public in and for
the State of Texas
Commission Expires: _____

STATE OF TEXAS
COUNTY OF GRAYSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

Notary Public in and for
the State of Texas
Commission Expires: _____

STATE OF TEXAS
COUNTY OF GRAYSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

Notary Public in and for
the State of Texas
Commission Expires: _____



STAFF REVIEW LETTER

September 11, 2020

Michael and Brenda Fuller
16 Tee Taw Circle
Sherman, TX 75092

Rudy and Cynthia Weems
60 Tee Taw Circle
Sherman, TX 75092

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of the Final Plat of Fuller-Weems Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 22, 2020 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates with \$0.00 balance shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on the plat.
5. City of Sherman water and sewer are not available to the site.
6. Development Agreement required for public infrastructures.
7. Dedicate 15' Private Drainage Easement centered along drainage swale that runs diagonally through proposed Lots 1 & 2.
8. Title block must read "Fuller-Weems Addition being a Replat of"
9. General Notes No. 2 shall have the City of Sherman removed from all mentions.
10. General Notes No. 10 shall be deleted.
11. Metes and bounds must match drawing.
12. 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.

13. 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,



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

cc: Robby Hefton, City Manager
Rob Rae, Incoming Director of Development Services
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager

Scott Shadden, Director of Development Services
Brandon Shelby, City Attorney
Billy Hartsfield, Fire Marshal



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

Agenda Item No. 13.

Meeting Date: 09/22/2020

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

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Requested Action/Proposed Use:

*** 16 & 60 TEE TAW CIRCLE (ETJ)**

The request of Michael & Brenda Fuller and Rudy & Cynthia Weems (Owners) and Underwood Drafting and Surveying, Inc. (Surveyor) concerning the properties at 16 and 60 Tee Taw Circle, being 2.464 acres in the William Atchison Survey, Abstract No. 23, also being Lots 1 and part of Lot 2, Block 1, Fuller's 2nd Addition, as follows:

Planning and Zoning Commission

Replat approval of Fuller-Weems Addition, a Replat of Lots 1 and part of Lot 2, Block 1, Fuller's 2nd Addition in the City of Sherman's Extra Territorial Jurisdiction (ETJ).

Background:

The property is located at 16 and 60 Tee Taw Circle in southwest Sherman off W.D. Hill Road in the City of Sherman's extra territorial jurisdiction (ETJ). The owners would like to Replat two lots to enlarge one of the lots.

Adjacent Zoning:

Outside City.

Origination:

Michael & Brenda Fuller and Rudy & Cynthia Weems (Owners)
Underwood Drafting and Surveying, Inc. (Surveyor)

Master Plan Designation:

Was not included in Master Plan.

Number of notices mailed:

31

Objections Received:

0

Attachments

Aerial Location Map
Fuller - Weems Replat
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 4.

Meeting Date: 10/19/2020

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Approve Quarterly Investment Report for Quarter Ended September 30, 2020

Issue:

To approve the Investment Report for the quarterly period ending September 30, 2020

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 as required by the Investment Policy. The reports were given to the Investment Committee prior to submittal to the Council.

As of September 30, 2020, the portfolios were in compliance with applicable state laws and the Investment Policy. The operating investment portfolio had a book value of about \$11.4 million, a decrease of about \$4.3 million from the prior quarter of \$15.7 million, due to a maturities of State of Texas political subdivision obligations and U.S. Agency Securities and withdrawals from the the Local Government Investment Pools. The underlying investments were adequately diversified among four different types of securities. This portfolio is appropriately liquid; and its weighted-average maturity was about 460 days, a decrease of 17 days from last quarter. The portfolio yield of 1.31% for the quarter is 119 basis points above the benchmark yield of 0.12%. The portfolio value on the City's books approximates market value.

The debt proceeds portfolio balance of \$15.3 million was invested in a Local Government Investment Pool and an FDIC insured money market account. Transactions in this portfolio included interest income and payments for capital projects. The yield of 0.23% was above the benchmark yield of 0.08% for this portfolio. Book value and market value were the same.

Origination:

Finance Department

Financial Consideration:

None

Staff Recommendation:

It is recommended that the Council accept the Investment Report as presented.

Alternatives:

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

Attachments

Investment Committee Memo with Investment Reports for QE September 30, 2020



memorandum

DATE: Monday, October 12, 2020

TO: The City of Sherman Investment Committee
Councilwoman Sandra Melton
Councilwoman Pam Howeth
Robby Hefton, City Manager

FROM: Mary Lawrence, Director of Finance 

SUBJECT: Investment Reports for the Quarter Ended September 30, 2020

Enclosed is a copy of the quarterly investment reports for September 30, 2020. As of that date, the City was in compliance with all applicable state laws and internal policies for the portfolio.

The total operating portfolio market value of about \$11.4 million decreased by about \$4.3 million from the previous quarter due to maturities of State of Texas political subdivision obligations and US. Agency Securities, and from withdrawals from Local Government Investment Pools. The underlying investments were adequately diversified among four different types of securities. The portfolio's weighted-average maturity of about 460 days increased from 443 days last quarter. The portfolio yield of 1.31% was 119 basis points above our benchmark 1-year Constant Maturity Treasury Index of 0.12%. Book value of \$11.4 million was about the same as market value.

The debt proceeds portfolio balance of \$15.3 million had decreased by about \$2.3 million due to payments for capital projects. The portfolio includes a Local Government Investment Pool and an FDIC insured investment account. The portfolio's weighted-average maturity of 1 day is the same as last quarter. The portfolio yield of 0.23% was 15 basis points above the benchmark yield for this portfolio, the 4-week Constant Maturity Index, of 0.08%. Book value was the same as market value.

The investment reports will be on the October 19, 2020 City Council agenda for their review and approval. Please call me if you have any questions about this item.

attachment (as stated above)

CITY OF SHERMAN, TEXAS
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ending September 30, 2020

Total Portfolio Summary			
	Current Quarter 9/30/2020	Prior Quarter 6/30/2020	Change From Prior Quarter
Book Value	\$ 11,364,928	\$ 15,721,467	\$ (4,356,539)
Market Value	\$ 11,428,915	\$ 15,791,776	\$ (4,362,861)
Weighted Average Maturity - Days	460	443	17
Weighted Average Yield	1.31%	1.19%	0.12%
Earned Income	\$ 68,456	\$ 56,068	\$ 12,388
Earned Income - Year-to-Date	\$ 233,404	\$ 164,948	\$ 68,456

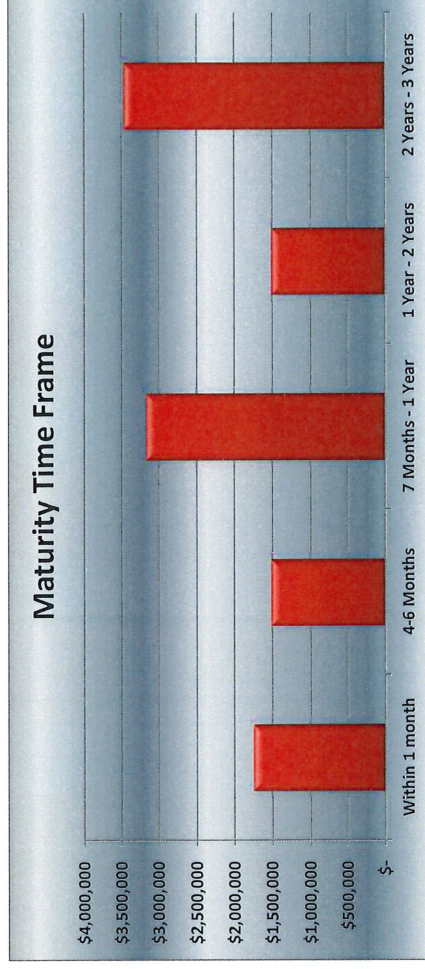
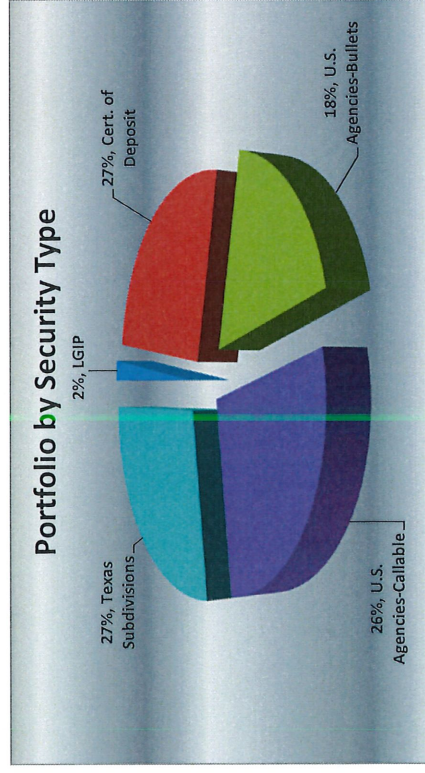
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of September 30, 2020, the City's portfolio had a book value of \$11.36 million, with a market value of approximately \$11.43 million. Of this amount, approximately \$0.2 million was held in Local Government Investment Pools (LGIP), \$3.0 million was held in Certificates of Deposit (CD), \$5.0 million was held in U.S. Agency Securities and \$3.1 million was held in State of Texas political subdivision obligations.

The portfolio value decreased by \$4.35 million from the previous quarter due to \$1.1 million in maturities of State of Texas political subdivision obligations, offset by purchases of \$0.25 million in State of Texas political subdivision obligations; \$2.5 million withdrawn from Local Government Investment Pools (LGIP); and \$1.0 million in called U.S. Agency Securities.

The weighted average yield of the portfolio was 1.31%, which is 119 basis points above the 1-year Constant Maturity Treasury Index of 0.12% and 12 basis points above the previous quarter.

The weighted average maturity of the portfolio increased from 443 days at June 30, 2020 to 460 days at September 30, 2020.



Mary Lawrence

Mary Lawrence, Finance Director and City of Sherman Investment Officer

Tammy Davis

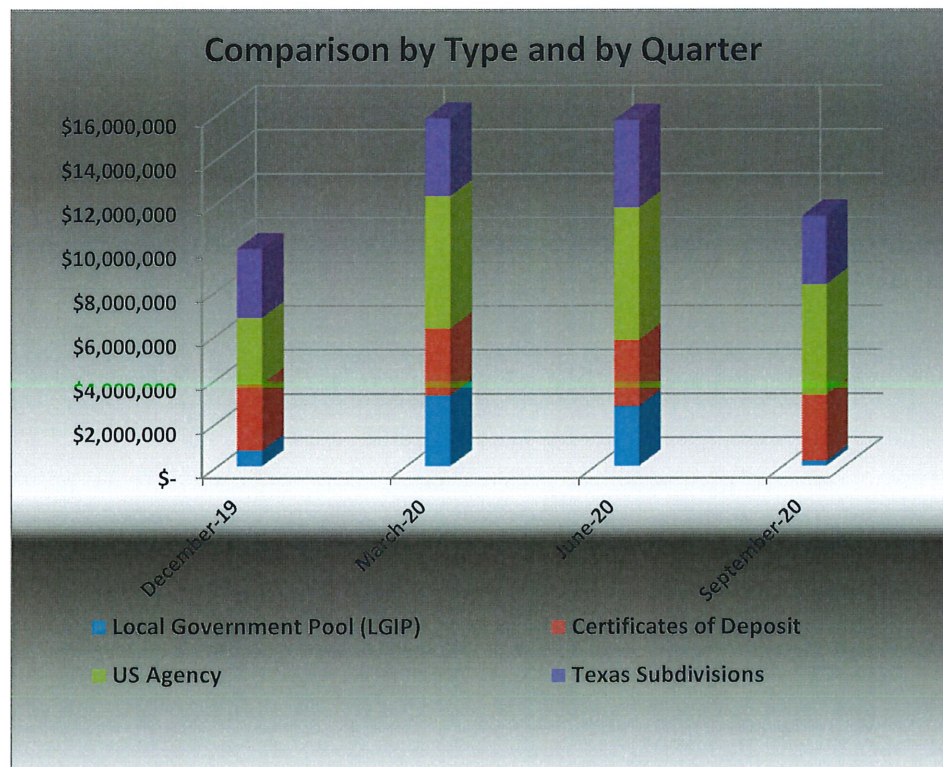
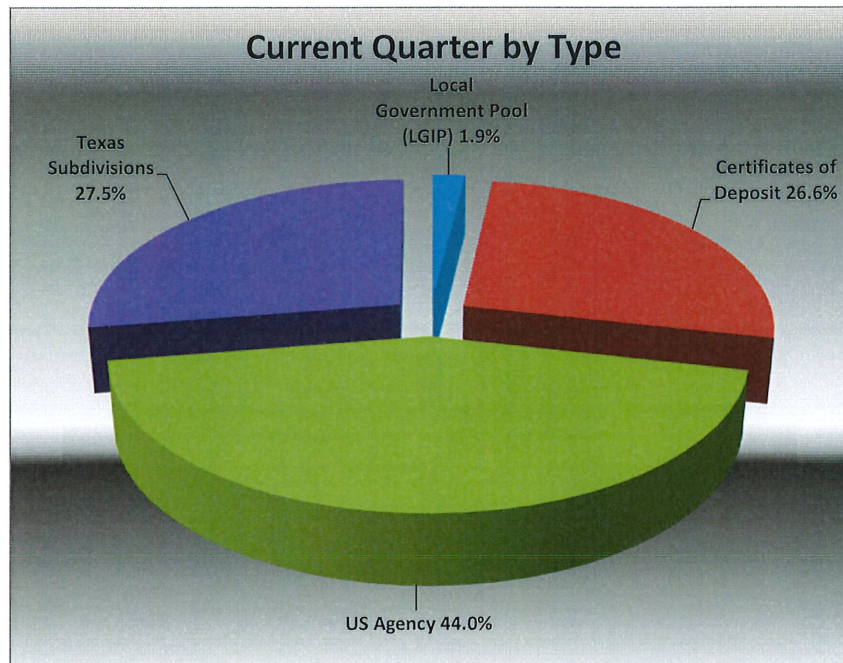
Tammy Davis, Controller and City of Sherman Investment Officer

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			AAA/m	\$ 54,906	100.00	\$ 54,906	\$ 54,906	100.00	\$ 54,906	1	0.18%
TexStar		LGIP	TexSTAR			AAA/m	166,041	100.00	166,041	166,041	100.00	166,041	1	0.17%
CDARS 1023157035	10/24/2019	CDARS	Simmons Bank	1.75%	10/22/2020		1,500,000	100.00	1,500,000	1,518,160	100.00	1,518,160	22	1.76%
CD 197679947	5/28/2020	CD	Simmons Bank	0.70%	5/29/2021		1,500,000	100.00	1,500,000	1,502,647	100.00	1,502,647	241	0.70%
6678257C1	12/4/2019	Texas Subdivision	Northwest TX ISD	5.00%	2/15/2021	AA+	500,000	103.92	519,580	506,133	101.40	507,005	138	1.68%
3134GSFE0	2/27/2018	Agency Bullet	FHLMC	2.50%	2/26/2021	AA+	1,000,000	100.00	1,000,000	1,000,000	100.96	1,009,635	149	2.50%
64542WAX8	6/14/2019	Texas Subdivision	New Hope Cultrl Edu TX A&M Univ	1.81%	4/1/2021	AA+	500,000	99.50	497,500	499,304	100.76	503,805	183	2.09%
8800644Z0	9/10/2020	Texas Subdivision	City of Temple, TX CO	3.00%	8/1/2021	AA+	250,000	102.45	256,118	255,717	102.29	255,720	305	0.25%
926293YY1	3/20/2020	Texas Subdivision	City of Victoria Ref	4.00%	8/15/2021	AA+	100,000	102.68	102,681	101,672	103.36	103,362	319	2.05%
34679RNB1	6/6/2017	Texas Subdivision	Fort Bend Co TX MUD #23-A	2.00%	9/1/2021	A3	500,000	101.43	507,125	501,542	101.48	507,380	336	1.65%
41420QGV4	3/17/2020	Texas Subdivision	Harris Cnty TX MUD #400	3.00%	9/1/2021	AA+	300,000	101.53	304,590	301,842	100.20	300,594	336	2.75%
549188UJ7	6/25/2019	Texas Subdivision	City of Lubbock TX Txbi-Ref	2.32%	2/15/2022	AA+	500,000	101.00	504,985	502,597	102.29	511,470	503	1.93%
3134GBRT1	6/29/2017	Agency Bullet	FHLMC	2.00%	6/29/2022	AAA	1,000,000	100.00	1,000,000	1,000,000	103.19	1,031,876	637	2.00%
3134GVZT8	6/30/2020	Agency Callable	FHLMC	0.35%	11/28/2022	AA+	1,000,000	100.00	1,000,000	1,000,000	100.04	1,000,390	789	0.35%
31422BB74	6/2/2020	Agency Callable	FAMACA	0.48%	6/2/2023	AA+	1,000,000	100.00	1,000,000	1,000,000	100.02	1,000,182	975	0.48%
3135G05B5	6/25/2020	Agency Callable	FNMA	0.45%	6/30/2023	AA+	1,000,000	100.00	1,000,000	1,000,000	100.01	1,000,080	1,003	0.45%
413946PC2	6/25/2020	Texas Subdivision	Harris Cnty TX MUD #278 GO	4.000%	9/1/2023	AA+	420,000	108.17	457,439	454,367	108.49	455,662	1,066	1.14%
Total							\$ 11,290,947		\$ 11,370,965	\$ 11,364,928		\$ 11,428,915		

CUSIP	Settle Date	Security Description	Maturity Date	Market Value 6/30/2020	Change in Market Value	Market Value 9/30/2020
Tex-Pool		TexPool		\$ 1,554,666	\$ (1,499,760)	\$ 54,906
TexStar		TexSTAR		1,165,859	(999,818)	166,041
CD 197679947	2/27/2019	Simmons Bank	5/27/2021	1,500,000	2,647	1,502,647
CDARS 1023150735	10/23/2019	Simmons Bank	10/22/2020	1,518,160	-	1,518,160
414935LK0	5/3/2016	Harris Co TX MUD #120	8/1/2020	395,411	(395,411)	-
4146PHWO	9/6/2016	Harris-Montgomery TX MUD #386	9/1/2020	350,788	(350,788)	-
038395EPO	9/6/2016	Aquilla TX Water SUD Series A	9/1/2020	200,830	(200,830)	-
038395FD6	9/6/2016	Aquilla TX Water SUD Series B	9/1/2020	160,544	(160,544)	-
6678257C1	12/4/2019	Northwest TX ISD	2/15/2021	511,355	(4,350)	507,005
3134GSFE0	2/27/2018	FHLMC	2/26/2021	1,013,381	(3,746)	1,009,635
64542WAX8	6/14/2019	New Hope Cultrl Edu TX A&M Univ	4/1/2021	504,775	(970)	503,805
8800644Z0	9/10/2020	City of Temple, TX CO	8/1/2021	-	255,720	255,720
926293YY1	3/20/2020	City of Victoria Ref	8/15/2021	104,178	(816)	103,362
34679RNB1	6/6/2017	Fort Bend Co TX MUD #23-A	9/1/2021	508,105	(725)	507,380
41420QGV4	3/17/2020	Harris Cnty TX MUD #400	9/1/2021	301,050	(456)	300,594
549188UJ7	6/25/2019	City of Lubbock TX Txbl-Ref	2/15/2022	510,250	1,220	511,470
3134GBRT1	6/29/2017	FHLMC	6/29/2022	1,035,428	(3,552)	1,031,876
3134GUW55	1/13/2020	FHLMC	7/13/2022	1,000,464	(1,000,464)	-
3134GVZT8	6/30/2020	FHLMC	11/28/2022	999,742	648	1,000,390
31422BB74	6/2/2020	FAMACA	6/2/2023	1,000,086	96	1,000,182
3135G05B5	6/25/2020	FNMA	9/1/2023	1,000,000	80	1,000,080
413946PC2	6/25/2020	Harris Cnty TX MUD #278 GO	9/1/2023	456,704	(1,042)	455,662
Total				\$15,791,776	\$ (4,362,861)	\$ 11,428,915

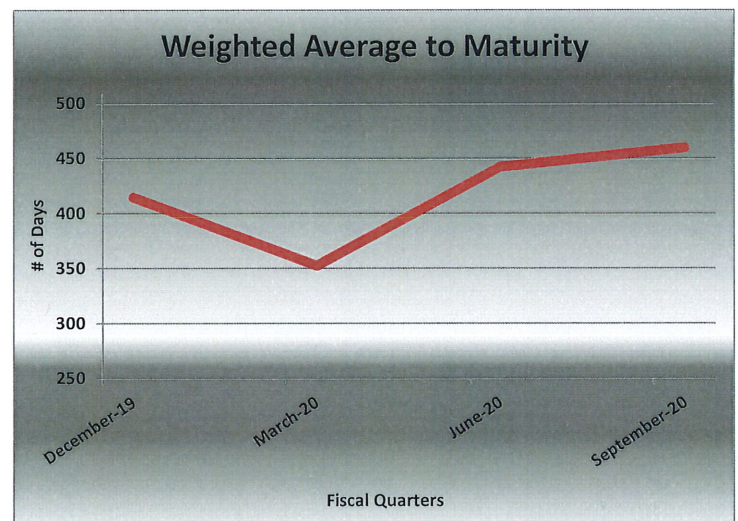
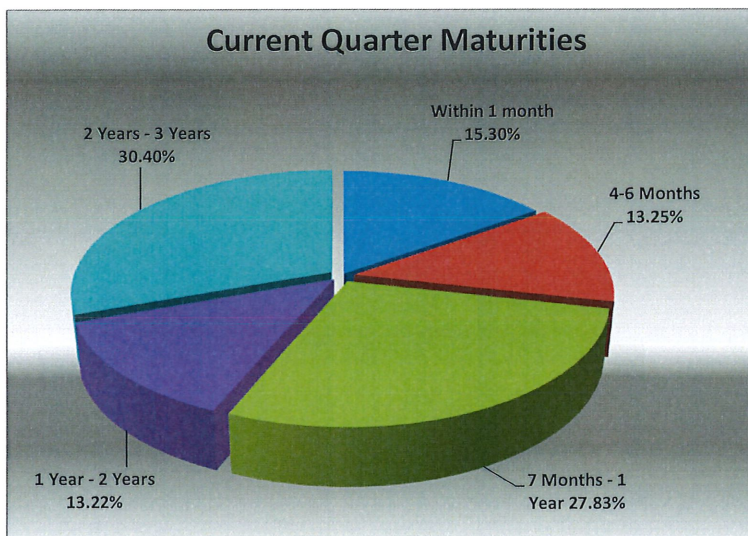
Trade Date	Settle Date	CUSIP	Security Description	Coupon	Maturity Date	Call Date	Par Value	Principal Amount	Interest Purchased/Received	Total Amount	YTM
Maturities & Calls											
	7/21/2020	Texstar	LGIP				\$ 1,000,000	\$ 1,000,000	\$ -	\$ 1,000,000	
	7/21/2020	Texpool	LGIP				1,000,000	1,000,000	-	1,000,000	
	8/4/2020	Texpool	LGIP				500,000	500,000	-	500,000	
	7/13/2020	3134GUW55	FHLMC	1.65%	7/13/2022	7/13/2020	1,000,000	1,000,000	8,250	1,008,250	1.65%
	8/1/2020	414935LKO	Harris CO MUD	2.00%	8/1/2020		395,000	395,000	3,950	398,950	1.49%
	9/1/2020	41456PHWO	Harris CO MUD #386	2.00%	9/1/2020		350,000	350,000	3,500	353,500	1.20%
	9/1/2020	038395FD6	Aquilla TX Water SUD Series B	3.25%	9/1/2020		160,000	160,000	2,600	162,600	1.45%
	9/1/2020	038395EP0	Aquilla TX Water SUD Series A	1.20%	9/1/2020		200,000	200,000	3,250	203,250	1.20%
Purchases											
	9/10/2020	8800644Z0	City of Temple, TX CO	3.00%	8/1/2021		250,000	256,118	-	256,118	0.25%
Income Payments											
	9/30/2020	TexPool	LGIP	0.18%					246	246	0.18%
	9/30/2020	TexStar	LGIP	0.17%					28,021	28,021	0.17%
	9/30/2020	CD 197679947	Simmons Bank CD	0.70%	5/29/2021				2,647	2,647	0.70%
	8/15/2020	6678257C1	Northwest TX ISD	5.00%	2/15/2021				12,500	12,500	1.68%
	8/15/2020	926293YY	City of Victoria TX Ref	4.00%	8/15/2021				2,000	2,000	2.05%
	8/15/2020	549188UJ7	City of Lubbock TX GO-Ref	2.32%	2/15/2022				5,800	5,800	1.93%
	8/26/2020	3134GSFE0	FHLMC	2.50%	2/26/2021				12,500	12,500	2.50%
	9/1/2020	34679RNB1	Ft Bend Cnty TX MUD #23	2.00%	9/1/2021				5,000	5,000	1.65%
	9/1/2020	4143946PC2	Harris Cnty TX MUD #278 GO	4.00%	9/1/2023				4,200	4,200	1.14%
	9/1/2020	41420QGV4	Harris Cnty TX MUD #400	3.00%	9/1/2021				4,500	4,500	2.75%
Total										\$ 98,964	

Cash/Investment Type	Balance 12/31/2019	Balance 3/31/2020	Balance 6/30/2020	Balance 9/30/2020	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$711,736	\$3,218,140	\$2,720,525	\$ 220,947	1.9%	50.00%
Certificates of Deposit	3,034,784	3,044,964	3,018,160	3,020,807	26.6%	50.00%
US Agency	3,000,000	5,999,394	6,000,000	5,000,000	44.0%	50.00%
Texas Subdivisions	3,136,379	3,533,950	3,982,782	3,123,174	27.5%	50.00%
Total	\$ 9,882,899	\$ 15,796,448	\$ 15,721,467	\$ 11,364,928	100.00%	



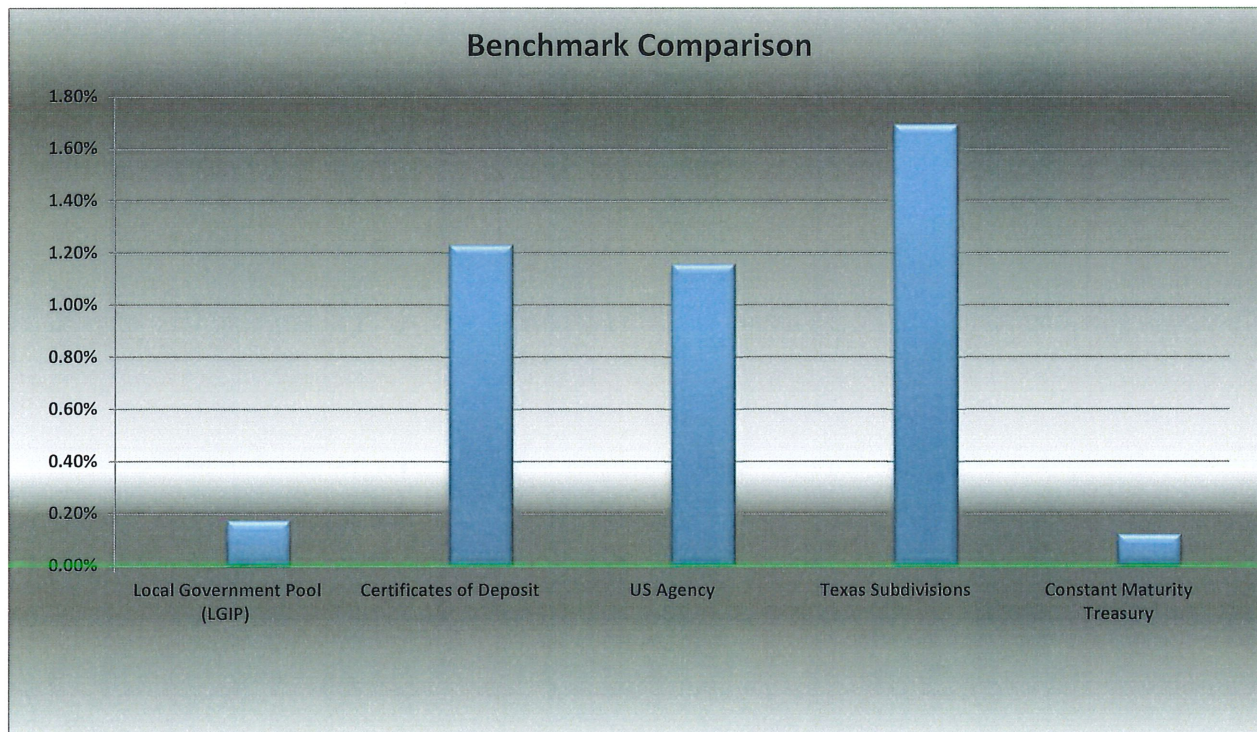
Maturity Time Frame	Balance 12/31/2019	Balance 3/31/2020	Balance 6/30/2020	Balance 9/30/2020	Percent of Portfolio
Within 1 month	\$ 711,736	\$ 3,218,140	\$ 2,720,525	\$ 1,739,107	15.30%
2-3 Months	-	1,539,994	1,106,769	-	0.00%
4-6 Months	1,529,814	1,109,631	1,518,160	1,506,133	13.25%
7 Months - 1 Year	2,617,463	3,019,280	3,509,179	3,162,724	27.83%
1 Year - 2 Years	3,519,872	4,909,403	2,409,526	1,502,597	13.22%
2 Years - 3 Years	1,504,014	2,000,000	4,000,000	3,454,367	30.40%
3 Years - 4 Years	-	-	457,308	-	0.00%
4 Years - 5 Years	-	-	-	-	0.00%
	\$ 9,882,899	\$ 15,796,448	\$ 15,721,467	\$ 11,364,928	100.01%

Liquidity Indicator					Maximum Allowable
Weighted Average Maturity	414.42	352.63	442.61	459.97	500.00



Date	Received/ Purchased	CUSIP	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
9/30/2020	Tex-Pool		TexPool			\$ 246	\$ -	\$ 246
9/30/2020	TexStar		TexSTAR			28,021	-	28,021
9/30/2020	CD 197679947		Simmons Bank	0.70%	0.70%	2,647	1	2,648
9/30/2020	CDARS 1023157035		Simmons Bank	1.75%	1.76%	-	6,696	6,696
7/13/2020	3134GUW55		FHLMC	1.65%	1.65%	8,250	(7,562)	688
8/1/2020	414935LK0		Harris CO MUD	2.00%	1.49%	3,950	(3,437)	513
8/15/2020	6678257C1		Northwest TX ISD	5.00%	1.68%	12,500	(10,339)	2,161
8/15/2020	549188UJ7		City of Lubbock TX TxbI-Ref	2.32%	1.93%	5,800	(3,372)	2,428
8/15/2020	926293YY1		City of Victoria Ref	4.00%	2.05%	2,000	(1,478)	522
8/26/2020	3134GSFE0		FHLMC	2.50%	2.50%	12,500	(6,250)	6,250
9/1/2020	413946PC2		Harris Cnty TX MUD #278 GO	4.00%	1.14%	4,200	(3,361)	839
9/1/2020	34679RNB1		Fort Bend Co TX MUD #23-A	2.00%	1.65%	5,000	(2,920)	2,080
9/1/2020	038395EP0		Aquilla TX Water SUD Series A	3.25%	1.20%	3,250	(2,825)	425
9/1/2020	038395FD6		Aquilla TX Water SUD Series B	3.25%	1.45%	2,600	(1,719)	881
9/1/2020	41456PHW0		Harris Cnty TX MUD #386	2.00%	1.20%	3,500	(2,431)	1,069
9/1/2020	41420QGV4		Harris Cnty TX MUD #400	3.00%	2.75%	4,500	(2,753)	1,747
9/30/2020	64542WAX8		New Hope Cultrl Edu TX A&M Unh	1.81%	2.09%	-	2,605	2,605
9/30/2020	31346BRT1		FHLMC	2.00%	2.00%	-	5,000	5,000
9/30/2020	3134GVZT8		FHLMC	0.35%	0.35%	-	875	875
9/30/2020	31422BB74		FAMACA	0.48%	0.48%	-	1,200	1,200
9/30/2020	3135G05B5		FNMA	0.45%	0.45%	-	1,125	1,125
9/30/2020	8800644Z0		City of Temple, TX CO	3.00%	0.25%	-	437	437

\$ 98,964 \$ (30,508) \$ 68,456



CITY OF SHERMAN, TEXAS
DEBT PROCEEDS PORTFOLIO SUMMARY
For the Quarter Ending September 30, 2020

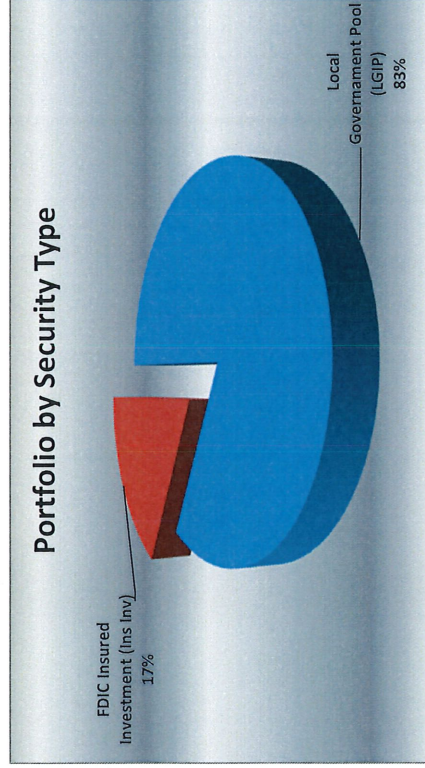
Total Portfolio Summary			
	Current Quarter 9/30/2020	Prior Quarter 6/30/2020	Change From Prior Quarter
Book Value	\$ 15,297,935	\$ 17,569,451	\$ (2,271,516)
Market Value	\$ 15,297,935	\$ 17,569,451	\$ (2,271,516)
Weighted Average Maturity - Days	1	1	-
Weighted Average Yield	0.23%	0.34%	-0.11%
Earned Income	\$ 9,179	\$ 16,498	\$ (7,319)
Earned Income - Year-to-Date	\$ 207,287	\$ 198,108	\$ 9,179

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, 2020, the City of Sherman's debt proceeds portfolio had a book value of about \$15.3 million, which approximates the market value. Of this amount, \$12.6 million was held in Local Government Investment Pools (LGIP) and \$2.7 million was held in FDIC Insured Investment Accounts (Ins Inv).

The portfolio value decreased by \$2.3 million from the previous quarter due to draws for project payments, offset by interest earned.

The weighted average yield on the portfolio was 0.23%, 15 basis points above the 4-week Constant Maturity Treasury Index of 0.08%, and 11 basis points below the previous quarter.



Mary Lawrence

Mary Lawrence, Finance Director and City of Sherman Investment Officer

Tammy Davis

Tammy Davis, Controller and City of Sherman Investment Officer

Name/CUSIP	Debt Issuance	Settlement Date	Security Type	Security Description	Maturity Date	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
TexPool	2017A Stormwater Certificates of Obligation		LGIP	TexPool	10/1/2020	\$ 1,867,459	100.00	\$ 1,867,459	\$ 1,867,459	100.00	\$ 1,867,459	1	0.18%
TexPool	2019 Certificates of Obligation		LGIP	TexPool	10/1/2020	10,565,203	100.00	10,565,203	10,565,203	100.00	10,565,203	1	0.18%
TexStar	2018 Certificates of Obligation		LGIP	TexStar	10/1/2020	210,226	100.00	210,226	210,226	100.00	210,226	1	0.17%
Landing Rock	2017 Certificates of Obligation		Ins Inv	Landing Rock	10/1/2020	2,655,047	100.00	2,655,047	2,655,047	100.00	2,655,047	1	0.45%
Total							\$ 15,297,935	\$ 15,297,935	\$ 15,297,935	\$ 15,297,935	\$ 15,297,935		



CITY OF SHERMAN, TX
Market Value Summary
AS of 9/30/2020

CUSIP	Security Type / Description	Maturity Date	Market Value 6/30/2020	Change in Market Value	Market Value 9/30/2020
TexStar 2018 Certificates of Obligation	LGIP	9/30/2020	\$ 2,308,605	\$ (2,098,379)	\$ 210,226
TexPool 2017A Stormwater Certificates of Obligation	LGIP	9/30/2020	1,973,511	(106,052)	1,867,459
TexPool 2019 Certificates of Obligation	LGIP	9/30/2020	10,560,470	4,733	10,565,203
Landing Rock 2017 Certificates of Obligation	Ins Inv	9/30/2020	2,726,865	(71,818)	2,655,047
Total			\$ 17,569,451	\$ (2,271,516)	\$ 15,297,935



9,179



CITY OF SHERMAN, TX
Comparison by Type
AS of 9/30/2020

Cash / Investment Type	Balance 12/31/2019	Balance 3/31/2019	Balance 6/30/2020	Balance 9/30/2020	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$19,860,646	\$17,515,105	\$14,842,586	\$ 12,642,888	82.64%	100.00%
FDIC Insured Investment (Ins Inv)	2,839,006	2,723,286	2,726,865	2,655,047	17.36%	100.00%
Total	\$ 22,699,652	\$ 20,238,391	\$ 17,569,451	\$ 15,297,935	100.00%	



CITY OF SHERMAN, TX
Portfolio by Maturity
AS of 9/30/2020

Maturity Time Frame	Balance 12/31/2019	Balance 3/31/2020	Balance 6/30/2020	Balance 9/30/2020	Percent of Portfolio	Minimum Allowable
Within 1 month	\$ 22,699,652	\$ 20,238,391	\$ 17,569,451	\$ 15,297,935	100.00%	100.00%
	\$ 22,699,652	\$ 20,238,391	\$ 17,569,451	\$ 15,297,935		

Liquidity Indicator

Weighted Average Maturity

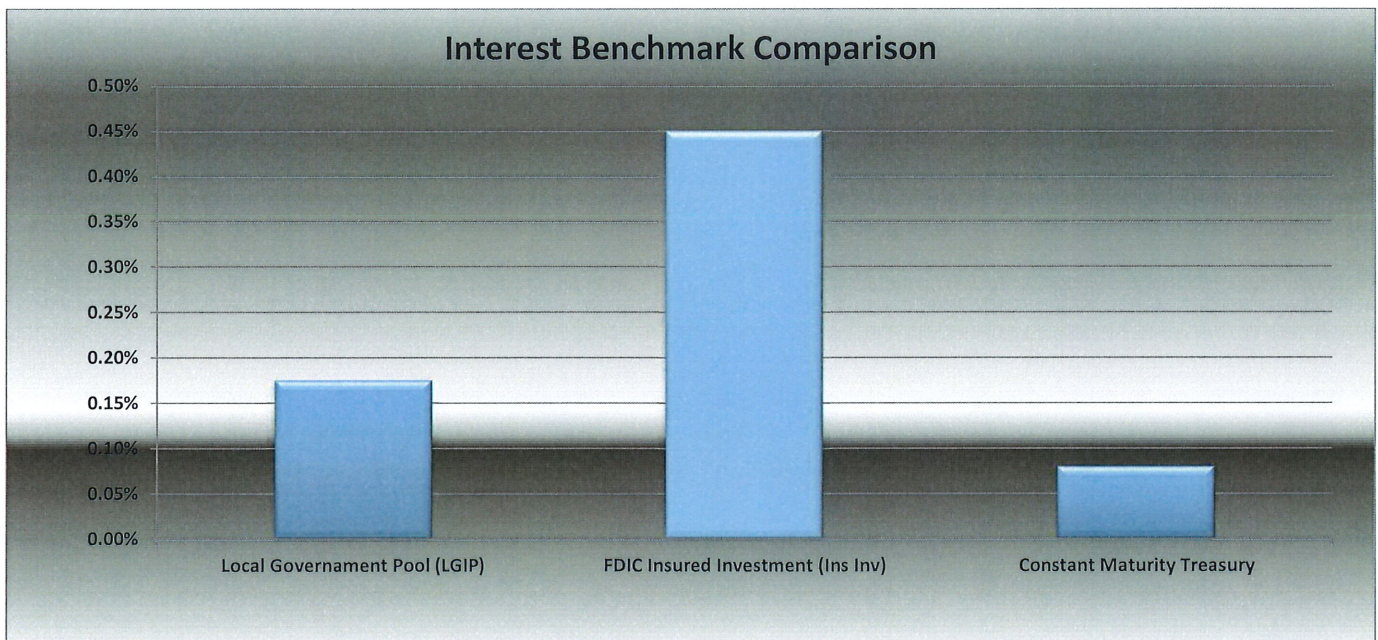
1.00

1.00

1.00

1.00

Date Received/ Purchased	Name	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
7/31/2020	2018 CO-Texstar	LGIP		0.20%	\$ 344	\$ -	\$ 344
7/31/2020	2017 CO-Landing Rock	Insured Investment		0.45%	1,042	-	1,042
7/31/2020	2017A Stormwater CO-TexPool	LGIP		0.21%	349	-	349
7/31/2020	2019 CO-TexPool	LGIP		0.21%	1,867	-	1,867
8/31/2020	2018 CO-TexStar	LGIP		0.16%	153	-	153
8/31/2020	2017 CO-Landing Rock	Insured Investment		0.45%	987	-	987
8/31/2020	2017A Stormwater CO-TexPool	LGIP		0.18%	288	-	288
8/31/2020	2019 CO-TexPool	LGIP		0.18%	1,586	-	1,586
9/30/2020	2017 CO-Landing Rock	Insured Investment		0.45%	1,004	-	1,004
9/30/2020	2018 CO-TexStar	LGIP		0.13%	49	-	49
9/30/2020	2017A Stormwater CO-TexPool	LGIP		0.15%	231	-	231
9/30/2020	2019 CO-TexPool	LGIP		0.15%	1,279	-	1,279
					\$ 9,179	\$ -	\$ 9,179





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 5.

Meeting Date: 10/19/2020

Prepared By: Sarah McRae, Tourism/Main Street Manager

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of the 2020 Earth Day Planning Committee to Temporarily Close Certain Streets for the "Texoma Earth Day Recycling Event" on Saturday, October 24, 2020

Issue:

The 2020 Earth Day Planning Committee proposes to hold the "Texoma Earth Day Recycling Event" on Saturday, October 24th. They are requesting barricades for the closure of South Elm Street between Mulberry and Pecan, as well as the closure and use of the City Hall's south parking lot.

Background:

Ms. Amy Hoffman-Shehan, representing the 2020 Texoma Earth Day Planning Committee, proposes to hold the "Texoma Earth Day Recycling Event" in the parking lot on the south side of City Hall and South Elm Street, adjacent to the parking lot, from 9:00 a.m. to 1:00 p.m. on Saturday, October 24th. In order to accommodate the festival, the Committee requests delivery and pick up of barricades for street closures around the Municipal Building and City Hall parking lot closure. The street and parking lot closure times are from 7:00 a.m. - 1:30 p.m.

Origination:

Ms. Amy Hoffman-Shehan, Event Organizer, 2020 Earth Day Planning Committee

Financial Consideration:

Barricade placement and removal will be provided by the City of Sherman Street Department.

Staff Recommendation:

It is recommended that the City Council authorize the street closures, City Hall parking lot closure, and City resources to accommodate this event.

Alternatives:

As directed by the Council

Attachments

Event Request Letter dated October 4, 2020

Special Events Policies and Procedures Manual & Application

List of Recyclable Items

Earth Day Festival
Amy Hoffman-Shehan
1503 S Travis St
Sherman TX 75090
www.earthdaytexoma.org

City of Sherman
Robby Hefton, City Manager
Terrence Steele, Assistant City Manager
Clint Philpott, Assistant City Manager
Sarah McRae, Tourism/Main Street Manager
Members of the Sherman City Council

October 4, 2020

Since cancelling the 2020 Texoma Earth Day Festival, we have been aware of the need for the recycling services we normally provide at the festival. We made a commitment to hold a recycling event in the fall and have scheduled it for October 24 from 9:00 am to 1:00 pm. We will use the parking lot on the south side of City Hall, corner of Pecan and South Elm Streets.

The Texoma Earth Day Recycling Event will offer expanded recycling options from previous years, including a community-wide paper shredding event, electronic waste, cardboard, Styrofoam, hard plastics, ink and toner cartridges, and more. We are continuing to work with the Choctaw Nation Going Green program. The program is a valuable resource, providing resources and recycling services and assisting with publicity for the event. Expanded recycling services include a roll off container to collect glass bottles and jars and expanded electronic waste recycling. Our electronic-waste vendor will accept anything that had a current run through it, whether wired, plugged or battery operated. We will accept televisions, monitors, car batteries, marine batteries and more. In addition, the e-waste event is open to businesses and individuals, and no limits will be imposed. As in previous years, the Sherman Police will be on hand to collect unused and expired medications.

Event sponsors are: Texoma Earth Day Planning Committee, Douglass Distributing, Doctors Jeannine Hatt and Chuck Phelps, Red River Unitarian Universalist Church, Downtown Sherman Now! and the Grayson County Democrats.

Sincerely,
Amy Hoffman-Shehan
Event Organizer



Special Events Policies and Procedures Manual & Application

Community and Support Services Department
405 N. Rusk
903-892-7230

The City of Sherman is host to a wide variety of special events each year. Those events range from small gatherings to larger community events. The City has recognized that these special events have become an important part of our resident's life by enhancing tourism, culture, recreation and education as well as providing economic benefit to businesses in the City.

Some gatherings due to their size and special requirements may place unique demands on public resources. In order to plan for those demands and to ensure that public health and safety is protected, it is necessary that the city have advance notice of these special events. This manual will provide details outlining what types of events can be hosted and where.

The purpose of the Special Events Policies and Procedures Manual is to provide a consolidated manual to enable special event coordinators or those thinking of hosting an event easy access to the necessary information to help make the event a success. The primary goal of this manual is to create a win-win relationship between the City of Sherman and event organizers. By creating this relationship both parties will be able to receive, in a timely manner, the required information to plan a special event, big or small.

The specific objectives of the policy and procedure manual ensure that:

- The City of Sherman's assets are protected;
- The City of Sherman's citizens interests are met;
- The event organizers work with the merchants and residents to ensure that any negative impact is kept to a minimum;
- All Federal, County and Municipal laws, regulations and statutes are observed;
- The event organizers work closely with the Community and Support Services Department or designee;
- All special event applications are handled in a fair and equitable manner;
- Each event is evaluated in a consistent manner;
- All direct costs related to the services provided by the City of Sherman are recovered.

A special event is defined as a one time, annual, or infrequently occurring event on City of Sherman property that is reserved for exclusive use. Types of events may include but are not limited to: Cultural events that celebrate/educate heritage and cultures; Theatrical events; Commemorative events acknowledging significant dates or occurrences; Community events that provide the community with an opportunity to celebrate; Athletic events; Artistic events that celebrate/display creative and artistic works; or Commercial events designed to generate surplus revenue.

Special Event Permit Application Process

1. Complete the Special Event Permit Application and submit it to the Department of Community and Support Services, along with any applicable fees, sixty (60) days prior to the event date. The Community and Support Services Office is located in the Sherman Municipal Building at 405 N. Rusk on the 2nd Floor.
2. To ensure that your event is moved along in a timely manner, include as much information as possible on the application. You will be contacted for verification if questions arise.
3. After departmental approval from all affected departments, event approval will be placed on the City Council agenda.
4. You will be notified within 30 days of application submittal the date your event will go to City Council for approval. (All special events require City Council approval.)
5. It is advised, but not required; that you or someone from your organization is present at the City Council meeting to answer any questions that may arise.
6. After the City Council has approved your event you will receive written notification of the approval of your Special Event Application.

Events that will be held on the Municipal Grounds or at a park facility will require facility reservation prior to completion of the Special Event Application. Facility reservation does not guarantee event approval, nor does event approval guarantee facility reservation. Facility reservations will be checked prior to event approval and any event that does not have the appropriate facility reserved will be denied.

For annual events, you can submit a Date Request Form to hold the date of your event for the following year. Event date requests should be submitted by October 31st prior to the event year. An event date request may still be submitted after October 31st; however, the event application must be submitted a minimum of sixty (60) days prior to your event. Remember to check facility availability prior to submitting a Date Request Form.

General Policies and Procedures

1. All legislation, bylaws, regulations and City of Sherman Code of Ordinances must be adhered to.
2. The special event staff and volunteers must adhere to all special event policies and procedures. In the interest of public safety, a zero tolerance policy is enforced for all special events. This means failure to comply with standards will result in ticketing and/or closure of event.
3. The special event operator is required to provide evidence of all necessary licenses/permits required to operate the event.
4. The special event operator is required to submit an Emergency Plan with the special event application. The Emergency Plan must identify potential risks and provide information on how to respond to those risks (i.e. severe weather, notification system and evacuation plan).
5. All special events must comply with current ADA standards to allow participation of all residents at the special event they are planning. For useful information on planning an accessible event, please contact the Community and Support Services Office.
6. No person may be permitted at any special event to: (a) carry or sell firearms or prohibited weapons or (b) carry or sell illegal drugs or (c) carry or sell alcohol.
7. Notwithstanding any of the above, the community and support services department or its designee may vary any element of this policy at their sole discretion.
8. Chalk can be used on a limited basis, as outlined by the Public Works Department or designate to enhance the event setup.
9. Facilities will not be used for anything other than what is permitted by the Community and Support Services Department.

Special Event Insurance

1. The special event organizer must maintain commercial liability insurance, with the city listed as an additional insured before the special events permit will be issued.
2. The certificate shall serve as evidence of a policy written by a company licensed in the state.
3. The policy is to be in effect for the duration of the event, with minimum limits of liability of \$500,000.00 per occurrence, \$1,000,000.00 aggregate for bodily injury, personal injury and property damage, and \$100,000.00 per injury, \$300,000.00 per occurrence and \$100,000.00 per occupational disease.
4. The liability insurance requirements shall not apply to private parties that will not be open to the general public.
5. The City of Sherman reserves the right, solely at its discretion, to set higher insurance limits. This may be required depending on the type of activity planned during the event (e.g. fireworks displays, amusement rides).
6. The special event organizer shall indemnify and hold the City of Sherman harmless from and against all liability, loss, claims, demands, costs, and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or act of omissions by the above names, their officers, agents, employees, volunteers or others for whom they are responsible at law, arising out of any cause whatsoever, either direct or indirect, through its use and/or operation of city property in connection with the special event.

Special Event Emergency Procedures

1. Fire Code requires a Public Safety Plan for certain events. If a Plan is required, it must address how the organizer plans to alert both the attendees and emergency services personnel to the emergency, how they plan to move attendees to safety and provide Fire and Police access to the scene. The City will notify you if a Plan is required.
2. At no time may the activities of the special event restrict access to the street by police and fire vehicles.

3. Prepare an emergency plan to address the following issues:

- Medical Aid: Know the location of first-aid kits; identify people who have knowledge of CPR and/or a medical background.
- Fire Emergencies: Provide fire extinguishers/extinguishing equipment, garden hoses, etc., for all cooking areas.
- Maintaining and/or providing emergency access (moving barricades, tables, etc.) when necessary.

The emergency plan should identify all persons assigned to execute the emergency plan operation, the method to alert the personnel (i.e., bullhorn, whistle, bell, etc.), and the response to put into action for the emergency situation.

4. Fire hydrants shall not be blocked at any time by vehicles, tables, decoration, etc. A minimum six-foot clearance must be maintained around hydrants at all times, and a clear unobstructed path from the street to the hydrant. Ropes or other objects shall not be attached to fire hydrants at any time.
5. In the event an emergency vehicle must enter the event area, a minimum sixteen (16) foot wide road clearance must be maintained for the emergency vehicles. At all times during the event, persons shall be designated to be available to move barricades, tables, chairs, etc. if necessary.
6. If emergency vehicles are requested to respond to your event, the designated personnel must immediately go to the appropriate barricades and standby, as the responding vehicles will need access to your event. Having this standby procedure will prevent any delays for the emergency vehicles.

City of Sherman – Police & Fire Rescue Services

1. Crowd control will be the responsibility of the event organizer. A detailed plan outlining the measures put in place to deal with crowd control will be the responsibility of the event organizer. The plan will need to be submitted to the Community and Support Services department along with application submission.
2. The need for the use of security will be evaluated by the Sherman Police Department on an event by event basis. The cost of special/additional support will be the responsibility of the event organizer.

-
3. The plan will be forwarded by the Community and Support Services department, as needed, to the City of Sherman Fire Department to ensure adequate measures are in place for fire and life safety concerns. If there are any concerns, the event organizer will be contacted prior to your event being placed on the City Council agenda.

Street Closure

1. Applicants requesting a temporary street (meaning any part of the municipal road allowance) closure for any special event will need to request the street closure on the Special Event application.
2. Approval is contingent upon ensuring adequate signage and barricades, a traffic control plan and providing adequate emergency access at all times to the satisfaction of the Community and Support Services department or designate.
3. To request a temporary street closure, the applicant may be asked to submit a petition signed and approved by 100% of the business and residence owners or habitants of adjacent properties on the affected street(s) or block(s).
4. In the event an emergency vehicle must enter the closed area, a minimum sixteen (16) foot wide road clearance must be maintained.
5. The applicant or designee must be present on the site during the entire duration of the street closure.
6. Possession and/or consumption of alcoholic beverages on the closed portion of the street is prohibited, unless approval is granted by motion and order by the City Council.

Noise Policy

1. Noise issues will fall subject to the guidelines set forth in Article 8.07 of the Sherman Code of Ordinances.
2. The creating of any unreasonably loud, disturbing and unnecessary noise within the corporate city limits of the city is prohibited.

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3. Any noise of such character, intensity or duration as to be detrimental to the life or health of any individual, or in disturbance of the public peace and welfare, is prohibited.
 4. The maintenance or operation of any loudspeaker or amplifying device on the outside of any building or structure in the city whereby music, speaking or noises of any type are or may be transmitted outside the confines of a fully enclosed stone or wood structure is prohibited.
 5. The amplification of sound for special events will be limited to the hours of 8:00a.m. until 9:00p.m., per City Ordinance.

Garbage/Recycling/Site Cleanup/General Maintenance

1. The special event organizer is responsible for the cleanup of the location to the satisfaction of the Community and Support Services Director or designee and the removal of all garbage by noon the day after the event ends.
2. The City will provide all normal maintenance services to its current routine standards including, but not restricted to, grass cutting, snow and ice clearing and any regular janitorial services and supplies at the event location before and during the event. Any additional maintenance required by the special event organizer prior to or during the event, may be at the cost and responsibility of the special event organizer.
3. The City of Sherman will not supply any additional garbage containers over and above the current level for special events, without prior notification. It will be the sole responsibility of the special event organizer to notify the City of collection service needs for the event. Additional fees may be required for additional services.
4. The special event organizer will use recycling containers for beverage cans and bottles.
5. Each event should have the same number of recycling containers as garbage containers and place them appropriately throughout the site.
6. The special event organizer will ensure that a suitable location is provided for food and merchandise vendors to place flattened corrugated cardboard boxes. These will be kept separate from any other recyclables or garbage.

Miscellaneous Requirements

1. Bathroom Facility Requirements

A. The following should be considered when determining the number of toilets to provide at your event.

- Duration of the event
- Weather conditions
- Crowd size, and
- Ticketed or unticketed event.

Where local laws or regulations do not exist, the following table can be used as a guide. Assume a 50/50 male/female split unless otherwise advised.

Crowd Size	Number of Facilities Necessary (dependent on event hours)								
	1	2	3	4	5	6	7	8	9
500	2	4	4	5	6	7	9	9	10
1,000	4	6	8	8	9	9	11	12	13
2,000	5	6	9	12	14	16	18	20	23
3,000	6	9	12	16	20	24	26	30	34
4,000	8	13	16	22	25	30	35	40	45
5,000	12	16	20	25	31	38	44	50	56
10,000	15	25	38	50	63	75	88	100	113

B. A copy of the contract with the Waste Disposal Company must be provided to the Community and Support Services Department no less than 14 days prior to the event.

- Note: the special event coordinator must ensure all washroom/hand wash stations are kept stocked with toilet paper and hand sanitizer.

C. There should be a minimum of one handwashing station with hot/warm water, liquid soap and paper towels immediately adjacent to the bathroom facilities. Washrooms in nearby stores or restaurants are not sufficient. The use of antiseptic hand gels can be used, but it is a good practice to have one handwashing station in case the need arises. The handwashing facilities must be accessible to all event attendees.

D. For more information on portable bathroom facilities please visit the Portable Sanitation Association website at www.psai.org/about.html.

2. Vendors

- A. In the interest of public safety, a zero tolerance policy is enforced for all special events. This means failure to comply with standards may result in ticketing and/or closure.
- B. All vendors will be required to ensure:
 - All outdoor electrical cords used are in good operating condition.
 - The use of manufactured extension cords with a three wire configuration or 2 wire polarized outdoor rated cords are acceptable (no modification to cords or equipment is permitted).
 - The use of panels that are properly assembled and contained in an approved weatherproof enclosure supplying 15 and 20 amp receptacles only which are protected by Ground Fault Circuit Interrupters.
 - Any non weatherproof equipment used in display enclosures (tents, gazebos etc) shall be protected from inclement weather.
 - All vendors shall supply the event organizer with the voltage and current that their equipment will require to eliminate overloading of circuits.
 - All trailers that are self contained and/or have lighting and equipment may be subjected to a field evaluation by the City of Sherman.

3. Food Vendors

- A. The City of Sherman has adopted the provisions of the current rules or rules as amended by the state board of health found in 25 Texas Administrative Code, chapter 229, sections 161 through 171 and 173 through 175, regarding the regulation of food establishments in this jurisdiction.
- B. All food vendors must have a temporary food permit.
- C. For further information regarding permitting of food vendors please contact the Grayson County Health Department.

4. Alcohol & TABC Licensing

- A. The drinking of any alcoholic beverages or the possession of any open container which contains an alcoholic beverage is prohibited and unlawful in the following places:
 - In any public park; on the sidewalks, streets and alleys; on any public parking lot; the Ham Center and the Youth Center.
 - In or on any public school district campus or facility.

-
- On any private parking lot of any shopping center or any parking lot of any retail or commercial business.
 - In any theatre building and/or drive-in theater within the corporate limits of the city.
- B. An alcoholic beverage is defined as any spirits, wine, beer, ale or other liquid containing more than one-half of one (1) percent alcohol by volume.
- C. Event organizers must acquire the appropriate temporary permit from the TABC for all events where alcohol will be consumed. If a letter of permission is needed from the City, the request must be made no later than 2 (two) weeks prior to the event date.

5. Petting Zoos or Open Farms

- A. Your petting zoo or farm is designed to provide children and students with the joy of coming close to animals. You must remember, however, animals can carry diseases that can make humans ill, and proper precautions must be taken to ensure that the health and safety of all visitors are protected, especially children.

- B. For the safety of attendees, the City of Sherman requires the following:

Handwashing:

- Staff/Volunteers must encourage all visitors to wash their hands after handling the animals and before consuming food or drinks.
- There should be a minimum of one handwashing station with hot/warm water, liquid soap and paper towels immediately adjacent to the animal petting area. Washrooms in nearby stores or restaurants are not sufficient.
- The use of antiseptic hand gels can be used, but it is a good practice to have one handwashing station in case the need arises.
- Temporary handwash stations should be installed when permanent facilities are not immediately available.
- The exit to the animal area should be controlled to ensure that all participants pass by the handwash facilities and can use them if they choose.
- Handwashing facilities must be accessible to all visitors.

Operation:

- The public should not be permitted access to any animal enclosure except under the direct supervision of trained personnel. These enclosures should be kept locked outside of regular business hours.

-
- Ensure that any manure is quickly and thoroughly cleaned up, and appropriately discarded. Straw and sawdust bedding should be replaced at least daily.
 - Staff/Volunteers must report all animal bites or scratches, or other injuries resulting from animal contact to Sherman Police Dispatch at 903-892-7290.

Animals:

- Potentially dangerous animals should not be included in a petting zoo. Reptiles and amphibians are not recommended.
- All animals must be in good health, and any animals with diarrhea must be excluded from display immediately.
- All animals must have up to date vaccinations for diseases applicable to the region. Vaccination records must be readily available when requested.
- All animals must have a friendly disposition, and must be comfortable with extensive petting or handling.

Signs:

- Ensure signs are erected at the entrance of the petting zoo or farm encouraging the act of washing hands upon leaving the animal area and before eating.



Special Event Application

This agreement is between the City of Sherman, hereinafter referred to as City, and an event/event coordinator, hereinafter referred to as event, for the cooperation of planning and operating a Special Event.

City reserves the right to close down or cancel any Event that is in violation of any City Ordinance or deviation from this agreement. The City also reserves the right to close down or cancel the Event if public safety or affected department supervisors deem the event unsafe for public participation.

- Application must be submitted at least 60 days prior to the event date.
- The Event must carry property, bodily injury and municipal liability insurance of \$1,000,000.00 per occurrence. The City of Sherman must be shown as an additional named insured on the insurance declaration. One (1) original copy of insurance must be submitted 30 days prior to event date.
- Alcohol distribution or consumption in any City Park and/or street is prohibited, unless approval is granted by motion and order by the City Council. A special event permit for alcohol on private property in conjunction with a Sherman private club may be permitted with a T.A.B.C license. Certain city-owned properties may allow for the consumption of alcohol.
- Please provide all information pertaining to the event as accurately as possible.

General Event Information

Official Name of Event: Texoma Earth Day Recycling Event

Type of Event: (i.e. Carnival, Circus, 1 Mile/5 K Run, etc.) Recycling Event

Event Date: October 24, 2020 Event Times: 9 am to 1 pm

Alternate Date: none Event Times: _____

*Alternate date required in case of weather delays

Location of Event: Parking lot on south side of City Hall, S Elm St adjacent to parking lot

Event Contact Name: Amy Hoffman-Shehan

Event Contact Address: 1503 S Travis St

Event Contact Phone: 903-821-8198

Event Contact Email: amychs@cableone.net

Alternate Event Contact Name: Marla Loturco

Alternate Event Contact Address: 940-367-3291

Alternate Event Contact Phone: Jim Holmes

Alternate Event Contact Email: 512-810-1025

Event Day Emergency Contact: Amy Hoffman-Shehan Phone: 903-821-8198

Event Day Emergency Contact: Marla Loturco Phone: 940-367-3291

Estimated # of Participants: 200 at intervals Spectators: none

Is Event Private or Open to the Public? ☐ Private Event ☒ Public Event

Description of Event

Include background/history of this event or type of event and a timeline of event. Maps and site plans are required; site plans should include location of concessions, port-a-lets and dumpsters; description of routes to be used, severe weather emergency plan, etc. Clean-up deposit may be required.

Since we cancelled the Texoma Earth Day Festival due to the pandemic, we have been aware of the need for the recycling services we normally provide at the festival. Services will include paper shredding, glass recycling, electronic waste recycling, unused and expired medications, Styrofoam, paper, flattened cardboard, plastics 1,2&5, ink and toner cartridges. The electronic waste collection and glass recycling are open to businesses as well to individuals.

Public Services

Will event take place at a public park/facility? ☒ Yes ☐ No

If yes, which park/facility? South City Hall parking lot

*Park and/or facility reservation(s) required prior to completing this application.

Will you need any public street closures? X Yes _____ No

If Yes, which streets? South Elm Street between Mulberry and Pecan Streets

*Closure of TxDOT controlled streets will need prior approval by TxDOT.

*Police and Fire vehicles must have access through street closures if the need arises.

Street closure time: 7:00 am Time closure removed: 1:30 pm

*Barricades will be provided by the City for the listed street closures. Fees may be required for additional barricade requests.

Where are the parking areas located: (Include on site plan) Pecan street between S Elm and S Rusk Streets

Does your event require special/additional support? (Fee may be required)

_____ Police
(crowd control, traffic control, etc.)
If yes, contact Jarena Capps, Police
Department, 903-892-7397

_____ Fire Department
(EMT Support, etc.)
If yes, contact Chief Jones, Fire
Department, 903-892-7263

_____ Other
(provide detail)

If any special/additional support is checked above it is the responsibility of the event coordinator to contact the person listed above, prior to approval. If no contact is made by the event coordinator, the approval process for your special event will cease.

Number of trash containers and size requested over and above the current level: 1 trash can

*Per city ordinance, all solid waste services must be provided by the city. Additional fees are possible for solid waste services.

Concessions

Will food concessions be present at the event? ☒ Yes ☐ No

Name, Address & Phone Number for Food Vendors: One food vendor will be invited to provide breakfast tacos and coffee. Information will be provided if arrangements are successfully made.

*All food vendors are required to have the appropriate permits required by the city or the county.

Fire Prevention

Will you have any tents at the event? ☒ Yes ☐ No

Will any tents be over 200sq. ft.? ☐ Yes ☒ No

*No smoking signs and 5lb. ABC extinguishers are required in all tents over 200sq. ft.

Will any tents be enclosed? ☐ Yes ☒ No

*A permit (\$50.00 fee) must be obtained from the Developmental Services Department for enclosed tents.

*A flame certificate for the tent and a site plan showing the setback from the property lines will be required to obtain this permit.

Will you have bounce houses? ☐ Yes ☒ No Number: _____

Will you have other air supported structures? ☐ Yes ☒ No

Will there be fireworks? ☐ Yes ☒ No

Will there be any temporary structures built or placed on site? ☐ Yes ☒ No

If Yes, describe: _____

Miscellaneous

Will you need the use of city water and/or electricity? ☒ Yes ☐ No

*Additional fees will apply to the usage of city utilities

Where will restroom facilities be located? none will be needed, since this is a come and go event

*Depending on accessibility of restroom facilities, city may require portable toilets to be used

Will there be music or any other use of a loudspeaker? ____ Yes X No

If Yes, please fill out the following:

Type of loudspeakers: _____ How many: _____

Type of Amplifiers: _____ How many: _____

Type of electrical devices: _____ How many: _____

Date and time loudspeakers/amplifiers/electrical devices will be in use: _____

*Loudspeakers/Amplifiers/Electrical Devices cannot be used during the hours of 9pm to 8am

Will you have any animals at the event? ____ Yes X No

If yes, are any prohibited/regulated animals? _____

*All pet owners must abide by Grayson County leash law

Public Information

Describe signage that will be used for the event, to include placement of signs: one banner
to advertise the event will be placed on fence posts in the grass on the west side of the
parking lot. Signage for each recycling vendor will be placed on the vendor's container
or vehicle

Describe how you will notify residents affected by the event either living on the route/course or
nearby. N/A

*Proof of notification may be required

Overnight Accommodation Needs

Will event produce overnight stays in Sherman hotels, motels or bed and breakfasts? If so, how
many rooms potentially? none

* The Sherman Chamber of Commerce is available for assistance with hotel information and
accommodation needs for the event.

Agreement:

Initial AHS I hereby attest that the information contained in this application is true and correct. I understand that this is only an application and not a guarantee that a permit will be issued. If a permit is issued, I agree that: (1) if any of the information contained in this application is found to be false: or (2) should my conduct, or the conduct of any participants or guests, not adhere to the Special Event Policies and Procedures: or (3) should any applicable city, county, state or federal rules, regulations, codes or laws be violated, any permit issued shall automatically become null and void and any activity associated with this permit will immediately cease.

Initial AHS Applicant agrees to assume the defense of and indemnify and save harmless the City, its council members, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such temporary street closure and the activities permitted in connection therewith. The city may require, as a condition of issuance of a permit, that the applicant obtain insurance to serve this end, in such an amount and with such terms as the City determines to be appropriate under the circumstances. This shall be a continuing release and shall remain in effect until revoked in writing.

Initial AHS In case of emergency or for reasons beyond the City's control, the City reserves the right to cancel the permit prior to scheduled use without liability. Refunds will be made if cancellation by the City is necessary.

Initial AHS Alcohol must be confined to private property. Alcohol consumed on Public property is a violation of city Ordinance and is prohibited.

Signature:

I the undersigned representative have read the policies and procedures with reference to this application. The information contained herein is complete and accurate.

Amy Hoffman-Shehan

Signature

October 4, 2020

Date

For Office Use Only

DEPARTMENT APPROVALS

DEPARTMENT	DATE	SIGNATURE
City Council Approval		
Fire Department		
Police Department		
Public Works Department		
Solid Waste & Recycling Department		
Parks & Recreation Department		



Special Event Date Request Form

Name of Event:
Type of Event (i.e. Carnival, Circus, Festival, 1 Mile/5 K Run, etc.):
Location of Event:
Date of Event:
Event Contact Name:
Event Contact Address:
Event Contact Phone:
Event Contact Email:

Completion and approval of the Special Event Date Request Form does not guarantee event approval. The Community and Support Services Department must receive the completed Special Event Application 60 days prior to the event date. If the application is not received the date will be released 60 days prior to the event.

Requester Signature:	Date:
----------------------	-------

*Office Use Only
Date Request Received:
Event Date Hold Approved: YES NO
If NO, reason:
Date 60 Days Prior to the Event Date:
Date Special Event Application Received:
Requested Event Date Released: YES NO Date:
Community and Support Services Department Signature:



2020 Texoma Earth Day Festival Complete Recycling List Parking List on South Side of City Hall

Paper Shredding (sponsored by Douglass Distributing)

Household Sensitive Documents

For individuals only, not intended for businesses

Limit of 10 boxes, No trailers

No newspaper, cardboard will be placed in Choctaw Nation container

Those who wish to watch will have to drop off, park and walk back.

Choctaw Nation Container:

Plastics 1, 2 and 5

Styrofoam

Medicine bottles

Paper & flattened cardboard

Newspapers and office paper

Cell phones

Ink & toner cartridges

Steel & tin cans

Sherman Police:

Prescription Medications

Over the counter medications

Pet medications

Strategic Materials:

20 cubic roll-off container will be delivered Friday, April 17

Glass bottles

Glass jars

Electronic Waste:

Services provided by Keystone Enterprises

Truck on site 9 am to 2 pm

Open to businesses and individuals with no limits. Pick up for large loads can be arranged as needed.

Computers, computer parts, monitors

Televisions of all kind

Cameras, camcorders, film & digital cameras

Entertainment electronics

Portable electronics, cell phones, GPS devices, calculators, CD & DVD players

Video games and game systems

Sporting goods, golf clubs & bags, helmets, baseball bats & gloves, athletic shoes
Air purifiers, baby monitors, vacuum cleaners, sewing machines, medical equipment
Battery operated lawn equipment, including batteries and chargers
Battery operated tools, including batteries and chargers
Lighting, lamps, fans, ceiling fan
Small appliances, plug in or battery operated
Large appliances (refrigerators and air conditioners must be trained of freon)
Batteries of all types, including auto and marine
Ammunition and firearms

On the Lawn

Freecycle Event

Sponsored by Freecycle of Sherman/Denison

This event is intended to keep unwanted items out of the landfill and benefit anyone in need.

Bring clean clothing (in good condition), music, movies, puzzles and games that you want to donate

Take anything you want.

There are no restrictions on amount anyone takes.

Sherman Noon Lions Club:

Eyeglasses and sunglasses



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 1.

Meeting Date: 10/19/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Main Street Advisory Committee (4)

Issue:

Lindsey Manley, Diana Salas, Courtney Mitchell, and Bill Mory's terms on the Main Street Advisory Board expired on September 5, 2020. All are eligible for reappointment. Mr. Mory has said that he does not wish to be reappointed. The other members do wish to be reappointed. We have applications on file from Katie Marie Baker, David Downtain, and Sarah Richardson.

Background:

The City Council created the Main Street Advisory Committee by Resolution No. 6063, approved on March 7, 2016. The purpose of the Committee is to encourage participation in the Main Street Downtown Revitalization Program, to establish and evaluate goals and priorities for the Main Street Program, to review design appropriateness for the purpose of participation in the Main Street Low Interest Loan Program and Incentive Grant Projects, to design and coordinate activities coinciding with the Main Street Program, to assist with the Main Street Program Annual Report, and to advise and support the Main Street Manager to further the goals and priorities of the Main Street Program.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is the staff recommendation that the City Council reappoint Lindsey Manley, Diana Salas, and Courtney Mitchell, and appoint Sarah Richardson to the Main Street Advisory Board.

Alternatives:

The alternative is to delay appointments to the Board.

Attachments

Roster

Fact Sheet

Applicant List

Courtney Mitchell Reappointment Letter

Diana Salas Reappointment Letter

Lindsey Manley Reappointment Letter

Katie Marie Baker Application

David Downtain Application

Sarah Richardson Application

MEMBERSHIP ROSTER

MAIN STREET ADVISORY BOARD

LENGTH OF TERMS: 2 Years
Consecutive Term Limit 3 Terms

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Sherry Little	n/a	A 3/22/2016 R 3/31/2017 R 3/31/2019	3/31/2017 3/31/2019 3/31/2021	1 2 3	
Sean Vanderveer	3	U 5/7/2019 R 3/31/2020	3/31/2020 3/31/2022	0 1	
Janey Lynn	1	U 10/22/2019	3/31/2021	1	
Tommi Sue Homuth	n/a	U 1/22/2020 R 3/31/2020	3/31/2020 3/31/2022	0 1	
David Gunn	n/a	A 3/31/2017 R 3/31/2019	3/31/2019 3/31/2021	1 2	
Nancy Sims	4	A 3/31/2018 R 3/31/2020	3/31/2020 3/31/2022	1 2	
Lindsey Manley	1	A 9/5/2018	9/5/2020	1	
Diana Salas	n/a	A 9/5/2018	9/5/2020	1	
Courtney Mitchell	1	A 9/5/2018	9/5/2020	1	
Bill Mory	n/a	A 9/5/2018	9/5/2020	1	
Ex-Officio Members					
Daron Holland					Council Member
Karen Tooley					DSP&R President

Ex-Officio Members: City Council Member
Downtown Sherman Preservation & Revitalization President

Chair:
Vice Chair:

Resolution 6063, approved Sept. 4, 2018
Increased membership from 6 to 10

CITY STAFF:
Revised 4/21/2020

FACT SHEET

MAIN STREET ADVISORY BOARD

Established by RESOLUTION 6063 – MARCH 7, 2016

1. Number of Members: SIX
2. Term of Appointment: 2 YEARS
3. Consecutive Term Rule: THREE TERMS – ORDINANCE 4223 (10/21/91)
4. Qualifications for Membership: PRESERVE AND GROW DOWNTOWN AS A BUSINESS CENTER FOR SHERMAN
- 5.
6. Appointed by: MAYOR AND CITY COUNCIL

7. Board Organization

CHAIRPERSON E VICE CHAIRPERSON SECRETARY E

ELECTED E APPOINTED

8. Departmental Responsibility: DIRECTOR OF COMMUNITY AND SUPPORT SERVICES
9. Meeting Date: NO RULE – AS SET BY BOARD BY-LAWS
10. Attendance Requirements: NO RULE – AS SET BY BOARD BY-LAWS

=====

Ex-Officio Members:

City Council Member

Downtown Sherman Preservation & Revitalization President

PURPOSE:

- Encourage participation in the Sherman Main Street Downtown Revitalization Program
- Establish and evaluate goals and priorities for the Main Street Program
- Review design appropriateness for the purpose of participation in the Main Street Low Interest Loan Program and Incentive Grant Projects
- Design and coordinate activities coinciding with the Main Street Program
- Assist with the Main Street Program Annual Report
- Advise and support the Main Street Manager to further the goals and priorities of the Main Street Program.

RESPONSIBILITIES:

Said Board shall work with the Main Street Manager and other City officials to publicize the Main Street Program and shall recommend projects and activities to include marketing, advertising, promotion, design, organization, economic restructuring as related to the Main Street Program. The Board will also review any commercial construction or reconstruction plans proposed within the Main Street Program Target Area.

APPLICANT LIST

Main Street Advisory Board

Positions Vacant 4

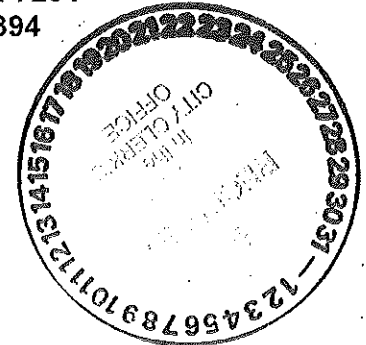
Applicant	Address	District	Qualifications
Lindsey Manley	1506 N. Alexander	1	Current Member; Wishes to be Reappointed
Diana Salas	1214 W. Hull, Denison	n/a	Current Member; Wishes to be Reappointed
Courtney Mitchell	1000 Yorkshire Dr.	1	Current Member; Wishes to be Reappointed
Katie Baker	1708 W. Hunt	1	Sherman ISD
David Downtain	1612 W. Washington	1	Risen Properties, LLC
Sarah Richardson	3620 Brookstone Dr	4	Look A Likes

COMMENTS:

PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394



August 25, 2020

Courtney Mitchell
1000 Yorkshire Drive
Sherman, Texas 75092

RE: Main Street Advisory Board

Dear Ms. Mitchell:

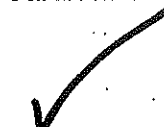
Your term on the Main Street Advisory Board expires on September 5, 2020. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Nate Strauch, Community and Support Services Manager
Sarah McRae, Tourism/Main Street Manager



I do wish to be considered for reappointment to this board

I do not wish to be considered for reappointment to this board

Courtney Mitchell

Signature

8/31/2020

Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

August 25, 2020

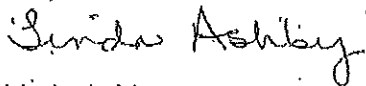
Diana Salas
1214 W. Hull
Denison, Texas 75020

RE: Main Street Advisory Board

Dear Ms. Salas:

Your term on the Main Street Advisory Board expires on September 5, 2020. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,



Linda Ashby
City Clerk

cc: Nate Strauch, Community and Support Services Manager
Sarah McRae, Tourism/Main Street Manager

☒ I do wish to be considered for reappointment to this board

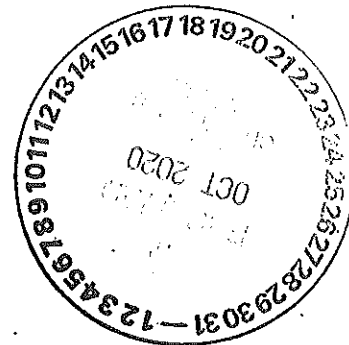
☐ I do not wish to be considered for reappointment to this board

Signature

Date

9/24/20

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106



PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

August 25, 2020

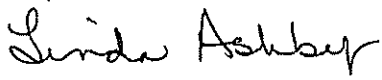
Lindsey Manley
1506 N. Alexander
Sherman, Texas 75092

RE: Main Street Advisory Board

Dear Ms. Manley:

Your term on the Main Street Advisory Board expires on September 5, 2020. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

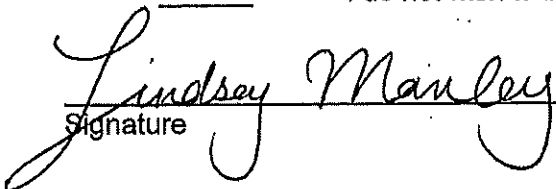

Linda Ashby
City Clerk

cc: Nate Strauch, Community and Support Services Manager
Sarah McRae, Tourism/Main Street Manager

☒

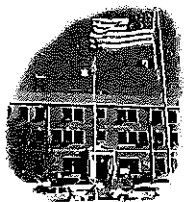
I do wish to be considered for reappointment to this board

☐ I do not wish to be considered for reappointment to this board


Signature

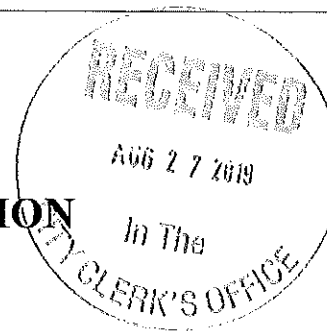
8/27/2020
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Katherine Marie Baker - Katie

Name of Board or Commission: Main Street Advisory Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: 1708 W Hunt St Sherman TX 75092	Business Name: Sherman ISD
Mailing Address: 1708 W Hunt St Sherman TX 75092	Occupation: Accounting Specialist/ Secretary to Assistant Super Intendant
Telephone: 903-267-7720 Fax: _____	Address: 2701 Loy Lake Rd, Sherman TX 75090
E-Mail: katiemh24@yahoo.com	Telephone: 903-891-6400
Sherman Resident for: 20 years County: Grayson	Fax: 903-891-6407
Drivers License No.: 05135442	E-Mail: kbaker@shermanisd.net
Voter Registration No.: <u>1024787590</u> ✓	

Which Council District do you live in? (see attached map) One ✓

Prior work experience: (please include dates)

Accountant at Headington Energy Partners-McKinney TX, Personal Banker at NexBank-Dallas TX, Corrections Officer at Grayson County Jail- Sherman TX

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2001

Business College, Correspondence School, Adult Education, Other?

Name of College/University: Texas Tech University ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Sherman Service League 2009-2014, Volunteer at the Sherman Crisis Center 2010-2013, Keep Sherman Beautiful 2017-current, Sherman ISD campus events 2014-current

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - No

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (*how would you use this experience to benefit the City*)?

I grew up in Sherman and I see how we are changing and evolving. I would love to be a part of the ideas and growth. I think I have a lot to offer since I have lived here and know what I might have wanted to have when I was growing up, and what I would want now. I have a five year old and I know there are many things that I wish were available for him to do and family wise.

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) I feel that having downtown more active with restaurants and local businesses would bring the community together more. Lighting would make people want to walk around downtown more and spend more of their free time downtown rather than other cities or the town center.

2) Residential Living. If we have more residential living I think there would be a lot more foot traffic and draw people to downtown. This would bring people to the heart of Sherman to visit family and friends or open their minds to become a resident of downtown themselves.

3) Recruitment. Bringing more small businesses or chains to downtown will attract people of all ages of the community. Pairing local stores with restaurants to work together and promote one another or community ideas would help gain the attention of many and show everyone a unity and help us grow.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I have experience with public speaking, setting up for events, organizing events for personal and the community. I am proud to be from Sherman and have a strong stance on making it better and better.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No
Comments: _____

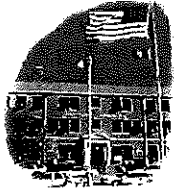
Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Katie M. Baker Date: 8/27/19

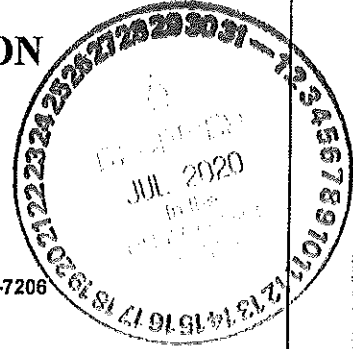
In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
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: Gary D. Downtain prefer David Downtain

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission:

~~Downtown Advisory~~ MAIN STREET ADVISORY BOARD

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>1612 W. Washington Street</u> <u>75092</u>	Business Name: <u>Risen Properties, LLC</u>
Mailing Address: <u>1200 N. East Street 75090</u>	Occupation: <u>Builder/Developer/Real Estate</u>
Telephone: <u>972-832-8011</u> Fax: _____	Address: <u>1200 N. East Street, Sherman TX 75090</u>
E-Mail: <u>ddowntain@risenproperties.com</u>	Telephone: <u>972.832.8011</u> Fax: _____
Sherman Resident for <u>8+</u> years County: <u>25+ Years</u>	E-Mail: <u>ddowntain@risenproperties.com</u>
Drivers License No.: <u>03690682</u>	
Voter Registration No.: <u>1025306753</u> ✓	

Which Council District do you live in? (see attached map) District 1 ✓

Prior work experience: (please include dates)

VP Strategic Operations - IPro Media, Inc 2019-Present, Managing Member - RIT Group, LLC 2005-20014

President & CEO - Advanced Micro Solutions Inc. 1998-2005

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1980

Business College, Correspondence School, Adult Education, Other? Real Estate, MIS

Name of College/University: Multiple ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Sherman Planning & Zoning Commission Vice Chairman,

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 - None

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☒ Yes ☐ No

If so, which one? Planning & Zoning Commission

Why do you want to become a member of this particular board or commission (*how would you use this experience to benefit the City*)?

We own several properties in the CBD and downtown area and have a passion for downtown Sherman. I would like to contribute to the ongoing development & revitalization of the downtown area.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Embracing Growth - Sherman is experiencing rapid growth and it's vital we stay ahead of the growth.

2) Strategic Planning - With the rapid growth we need to continue to revitalize the downtown area.

3) Economic Growth - I have ideas for economic development

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Financial Accumen, Real Estate Investment, Construction & Development, 30+ Years Entrepreneurial Experience

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☐ No
Comments: Yes

Statement of Intent

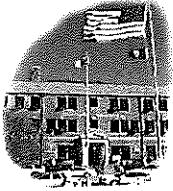
I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend 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: 7/24/20

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 In The
MEMBERSHIP

RECEIVED

SEP 17 2020

CITY CLERK'S OFFICE

Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Sarah Richardson

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission: Main Street Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: 3620 Brookestone Dr.	Business Name: Look A Likes
Mailing Address: 3620 Brookestone Dr.	Occupation: Owner
Telephone: 214-733-0420 Fax: _____	Address: 100 N. Travis St. Suite A & B Sherman, TX 75090
E-Mail: sarah@lookalikes.shop	Telephone: 214-937-5665 Fax: _____
Sherman Resident for _____ years 1 County: Grayson	E-Mail: sarah@lookalikes.shop
Drivers License No.: 37635989	
Voter Registration No.: 2122220799 ✓	

Which Council District do you live in? (see attached map) 4 ✓

Prior work experience: (please include dates)

Registered Dental Assistant and Business Assistant with Heartland Dental. Dental Consultant with Veatch Consulting. Founded Look A Likes Boutique January 01, 2018. Just recently created and opened LAL Boutique for Men & Women and expanded our current location.

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2006

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: Northeastern State University

☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Key Club 2002-2005. Served on the Board of Directors for McKinney Little League Baseball 2018-2019. Mission's Trips to Mexico, L.A., Dominican Republic, Italy and Greece.

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.

Application held for 12 months from date received

Taxes - None

Are you presently serving on a City board or commission? ☒ Yes ☐ No

If so, which one? Keep Sherman Beautiful.

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 become a member of this board because I am invested in Sherman as a whole. I am not only a citizen of Sherman, but a dual business owner in downtown Sherman as well as a mother of now a "little cat" Bearcat, one day a High School Bearcat. My love, commitment and belief in Sherman is the reason I chose to move my entire family here and open my businesses here. My perspective is tri-fold and allows me to see beyond fulfilling my own wants. It is also why I would be an asset to this board. My vision of downtown Sherman in the next 5 years is "a small McKinney" with a warm and welcoming home-town charm. I want to see growth, progress and our community thriving.

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) As a business owner in downtown Sherman, the number one complaint I hear from customers, local and visiting as well as my biggest issue is the available parking. We want downtown to thrive and attract more businesses, customers and residents, but basically tell them they only have 3 hours to enjoy themselves when visiting downtown Sherman. If they want to stay longer it will cost them. It leaves a horrible taste in their mouth when they walk out to their vehicle from shopping or eating only to find they now have to pay a fine. It is driving people away and makes it extremely difficult to win back repeat business and attract new ones.

Discuss options with City Council such as: stop giving fines to patrons, put in a parking pay system, build a parking lot, reduce the number of allotted parking spots reserved for city officials and law enforcement, provide stickers or a placard for business owners making them exempt from fines.

2) Events. Events. Events. Main Street tourism does a good job for the most part when it comes to planning events, but several are lacking. We need more family friendly options for adults and children, more food options such as food trucks, etc. We need a marketing budget in order to spread the word and bring more people to the events. There are a few events that bring a large crowd each year: Arts Fest, Wine Stroll, Craft the Night Away, etc. We need more events like these that offer more activities for residents and visitors. We need to close down the streets so that people can enjoy the event without worrying about cars and traffic. Through a series of meetings discuss what aspects make some events more successful than others and implement those in the current events. Brainstorm and work together as a board to come up with new events for downtown Sherman.

3) Support and backup from city council and the city of Sherman. Creating new events and implementing new ideas will not matter if the Main Street Board does not have the support of the city. The "old ways" and or mindset does not and will not allow growth. In order to grow and see progress in our community, we must be willing to adapt. I believe, together, we can make the changes necessary to see our community thrive while still preserving

Sherman's historical heritage.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Organizational skills, B.A. in Business Management, Class President, business owner, marketing, proficient in social media, a sense of community, a team-player.

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:

I would not have a conflict of interest.

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: I have talked to Sarah McRae Smith

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: Sarah Richerson

Date: September 17, 2020

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.

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SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 10/19/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2020 Council Calendar

2020

JANUARY						
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NOVEMBER						
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DECEMBER						
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1/20/2020	Martin Luther King, Jr. Day/Called City Council Meeting on 1/21/2020
2/12/2020	Called Council Meeting - Training Session for Council Members
3/30/2020	Called Council Meeting - Intro and PH of Ordinance No. 6288, Extending Declaration of Public Health Disaster Indefinitely and Other Matters related to COVID-19
4/6/2020	City Council Meeting - Cancelled
6/25/2020	Called Budget Workshop in the Municipal Ballroom - Rescheduled
6/26/2020	Called Budget Workshop in the Municipal Ballroom - Rescheduled
9/7/2020	Labor Day/Called City Council Meeting on 9/8/2020

9/11/2020	Called Joint Meeting of City Council and SEDCO Board in the Sherman Municipal Ballroom