

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, OCTOBER 2, 2017
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY MAYOR DAVID PLYLER**
- A. 3. INVOCATION BY MAYOR DAVID PLYLER**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 18, 2017**

Proclamations

- B. 1. PROCLAMATION**
"Domestic Violence Awareness Month" – October 2017
- B. 2. PROCLAMATION**
"Lions White Cane Day" – October 14, 2017

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

Resolutions

- D. 1. * RESOLUTION NO. 6274**
Authorizing Execution of a Development Agreement with Steve Palmer for the Construction of Public Facilities in Skyline Retail Center, a 1.0-acre Development East of F.M. 1417 (Heritage Parkway) and North of Skyline Drive in the City of Sherman
- D. 2. * RESOLUTION NO. 6275**
Authorizing Submission of an Application for a Grant Awarded under the Office of the Governor - Criminal Justice Division to Fund the Purchase of Twelve (12) Rifle-Resistant Body Armor Vests for Law Enforcement Use within the City of Sherman Police Department; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

Requests to Advertise

- E. 1. * REQUEST TO ADVERTISE**
Lease-Purchase Financing of Various Pieces of Capital Equipment

Other Business

F. 1. OTHER BUSINESS

Receive Presentation from the Sherman Independent School District

F. 2. OTHER BUSINESS

Receive Presentation from Police Sergeant D. M. Hampton on the Police Department's Annual Halloween Event, "Fright Fest"

F. 3. OTHER BUSINESS

Receive Presentation from Community and Support Services Manager Nate Strauch regarding the "Neighborhood Refresh Initiative"

F. 4. OTHER BUSINESS

Consider Rejection of Bids for Construction of the Sherman Streetscape Phase II Project

F. 5. * OTHER BUSINESS

Consider Request of Downtown Sherman NOW to Temporarily Close Certain Streets for the "Stroll on the Square & Texoma's Best Bite" on Saturday, October 7, 2017

G. CITIZEN REQUESTS

H. MEDIA QUESTIONS

I. COUNCIL COMMENTS

Executive Session

J. 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 551.074	Personnel Matters: (a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions (1) Sherman Economic Development Corporation Board of Directors (3)
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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
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The Council reconvenes into General Session

K. 1. OPEN MEETING

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

K. 2. RESOLUTION NO. 6276

Authorizing Execution of a Development Agreement with 58 Aggie Development, LLC for the Construction of Public Facilities in Proposed Sherman Tax Increment Reinvestment Zone #7 in the City of Sherman

K. 3. RESOLUTION NO. 6277

Authorizing Execution of an Economic Development Program Agreement with 58 Aggie Development, LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code

K. 4. RESOLUTION NO. 6278

Authorizing Execution of a Purchase and Sale Agreement with the Sherman Economic Development Corporation for the Conveyance of 8.899 acres of City-Owned Real Property at the Southeast Corner of U.S. Highway 75 and F.M. 1417 (Heritage Parkway)

K. 5. RESOLUTION NO. 6279

Authorizing Execution of Special Warranty Deeds to the Sherman Economic Development Corporation for the Sale City-Owned Surplus Real Property at the Southeast Corner of U.S. Highway 75 and F.M. 1417 (Heritage Parkway)

L. 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 September 29, 2017 at 4:45 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 29th day of September, 2017
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.

Mayor

David Plyler

Deputy Mayor

Jason Sofey

Council Members

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

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

Shawn C. Teamann, Council – District #1

Terrence R. Steele, Council – District #2

Pamela L. Howeth, Council – District #3

Charles H. Brown, Sr., Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

A.4.

Meeting Date: 10/02/2017

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 18, 2017

Attachments

September 18, 2017

September 18, 2017

**MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR JASON SOFEY.
COUNCIL MEMBERS BROWN, T. STEELE, TEAMANN.**

CALL TO ORDER

CALL TO ORDER

OATH OF OFFICE

NEW COUNCIL

MEMBERS ABSENT: Howeth.

APPROVE MINUTES

**ORD 6056
SPECIAL ELECTION
TO FILL VACANCY**

COUNCIL MINUTES – SEPTEMBER 18, 2017

Robby Hefton, City Manager, said the Special Election would be to fill the remaining unexpired term of Council Member Kevin Couch. The term will run from November 2017 until November 2018. The Special Election will be held in conjunction with the other Elections, for two District Council Members and the State Amendments. The City's Charter Amendment Election will also be on the ballot.

No citizens appeared before the City Council to discuss Ordinance No. 6056.

Mayor Plyler introduced Ordinance No. 6057 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", BY ADDING A NEW ARTICLE 13.10 TO BE ENTITLED "MUNICIPAL DRAINAGE UTILITY SYSTEM", DIVISION 1 TO BE ENTITLED "CREATION AND ADMINISTRATION"; ESTABLISHING A MUNICIPAL DRAINAGE UTILITY SYSTEM; PROVIDING FOR DRAINAGE SERVICE, BILLING, EXEMPTIONS, DRAINAGE CHARGES, AND APPEALS; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A CRIMINAL PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR AN EFFECTIVE DATE.

**ORD 6057
ESTABLISH
MUNICIPAL DRAINAGE
UTILITY SYSTEM**

Clint Philpott, Director of Engineering, said the City completed the Storm Water Utility Study this past year and this ordinance and the following ordinance are a culmination of the study.

The first ordinance will create the municipal stormwater system and the second ordinance will create the fee structure for the funding of drainage projects and flood prevention projects. The fee for the second ordinance will be \$1.00 per equivalent residential unit, as was discussed in previous Council Meetings.

No citizens appeared before the City Council to discuss Ordinance No. 6057.

Mayor Plyler introduced Ordinance No. 6058 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", ARTICLE 13.10, ENTITLED "MUNICIPAL DRAINAGE UTILITY SYSTEM", BY ADDING A NEW DIVISION 2 TO BE ENTITLED "MUNICIPAL DRAINAGE UTILITY SYSTEM FEE SCHEDULE"; ESTABLISHING A MUNICIPAL DRAINAGE UTILITY SYSTEM FEE; PROVIDING FOR EXEMPTIONS AND CREDITS; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**ORD 6058
ESTABLISH
MUNICIPAL DRAINAGE
UTILITY FEE**

COUNCIL MINUTES – SEPTEMBER 18, 2017

Mr. Philpott said this ordinance establishes the fee for the Municipal Drainage Utility System and will be \$1.00 per equivalent residential unit.

Morris Salerno, 1209 Glasgow

Mr. Salerno said he didn't see any sense to adding another tax because there are already "plenty of taxes." He said they are calling it a fee, but it is a tax.

He equated it to prohibition, then an alcohol tax, and finally an income tax, which would only effect "rich people." Then there was the Social Security tax which was supposed to help widows.

Mr. Salerno said he was against the tax because it would continue to increase until it "amounts to a lot of money."

Fred Mask, Sr., 507 Contemporary

Mr. Mask said he was in favor of the fee because he was one of the people affected by 15 or 20 years of the City not maintaining the creeks and ditches. He said this was the second time in 10 years that his family has lost everything.

He asked the City to "get involved with the problem." He said the City has an opportunity to help some of the families that don't have the finances to move somewhere else. He asked the Council to get involved and take the position seriously.

The cost proposed is only \$0.25 a week and would go a long way to help some of the citizens that are not rich, but are the average, every day, working people.

No other citizens appeared before the City Council to discuss Ordinance No. 6058.

Mayor Plyler introduced Ordinance No. 6059 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1518 SOUTH AUSTIN STREET, BEING LOT 21R, BLOCK 1 OF THE REPLAT OF PART OF LOTS 20 AND 21, MAYHEW'S SECOND SUPPLEMENT (JOHN AND JULIA BELL, OWNERS; RICK OWENS, REPRESENTATIVE; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER.

ORD 6059
ZONE CHANGE
TO RESIDENTIAL
(1518 S. AUSTIN)

Scott Shadden, Director of Development Services, said this request was for a zone change from C-2 to R-1, and was recommended for approval by the Planning and Zoning Commission, subject to the Staff Review Letter.

No citizens appeared before the City Council to discuss Ordinance No. 6059.

Mayor Plyler introduced Ordinance No. 6060 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A BED AND BREAKFAST WITH EXISTING BUILDING FINISHES IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT, R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT AND COLLEGE PARK OVERLAY DISTRICT AT 506 NORTH GRAND AVENUE, BEING LOTS 3, 4, 7 AND 8, BLOCK 18, COLLEGE PARK ADDITION (ELLIOTT SMITH, OWNER); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6060
SUP FOR BED
& BREAKFAST
(506 N. GRAND)

Mr. Shadden said the request was for a bed and breakfast, with the existing building finish. The home was previously used as a bed and breakfast, but with a different owner. The Planning and Zoning Commission recommended approval of the request, subject to the Staff Review Letter.

No citizens appeared before the City Council to discuss Ordinance No. 6060.

Mayor Plyler introduced Ordinance No. 6061 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AN ADDITION TO AN EXISTING ELECTRICAL SUBSTATION IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 2002 WEST MOORE STREET, BEING 57.3 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (ONCOR ELECTRIC DELIVERY COMPANY, OWNERS; AND KARL CRAWLEY, APPLICANT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6061
SUP FOR ADDITION
TO ELECTRICAL
SUBSTATION
(2002 W. MOORE)

Mr. Shadden said the request is for a Specific Use Permit to make an addition to an existing electric substation on West Moore Street. The Planning and Zoning Commission recommended approval of the request, subject to the Staff Review Letter. They added that the lighting would be LED, and would be pointed away from residential.

Karl Crawley, President, Masterplan Consultants

Mr. Crawley appeared to answer any questions that the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6061.

Mayor Plyler introduced Ordinance No. 6062 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW PATIO HOMES IN A R-1 (ONE FAMILY RESIDENTIAL) DISTRICT IN THE 3400-3500 BLOCKS OF BALLAM STREET AND THE 2200-2300 BLOCKS OF SOUTHRIDGE LANE, BEING LOTS 1-19, BLOCK C, LOTS 1-14, BLOCK D AND LOTS 30-35, BLOCK K, PEBBLEBROOK SOUTH, PHASE II (AL DENSON, WYLDEWOOD HOMES, LLC, OWNERS; AND JUSTIN ADAMS, REPRESENTATIVE); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6062
SUP FOR
PATIO HOMES
(3400-3500 BLKS
BALLAM ST. & 2200-
2300 BLKS
SOUTHRIDGE)

Mr. Shadden said the request is for a Specific Use Permit for patio homes in the Pebblebrook Addition. The Planning and Zoning Commission recommended approval of the request, subject to the Staff Review Letter.

No citizens appeared before the City Council to discuss Ordinance No. 6062.

Mayor Plyler introduced Ordinance No. 6063 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW PATIO HOMES IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT IN THE 3400-3500 BLOCKS OF HANAN STREET AND THE 2300 BLOCK OF SOUTHRIDGE LANE, BEING LOTS 15-32, BLOCK D, LOTS 36 AND 37, BLOCK G, PEBBLEBROOK SOUTH, PHASE III (AL DENSON, WYLDEWOOD HOMES, LLC, OWNERS; AND JUSTIN ADAMS, REPRESENTATIVE); PROVIDING FOR A REPEALER CLAUSE. PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6063
SUP FOR
PATIO HOMES
(3400-3500 BLKS
HANAN & 2300
BLK SOUTHRIDGE)

Mr. Shadden said the request is for a Specific Use Permit for patio homes near the same area in Pebblebrook as the previous request. The Planning and Zoning Commission recommended approval of the request, subject to the Staff Review Letter.

No citizens appeared before the City Council to discuss Ordinance No. 6063.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6056

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF

ORD 6056
SPECIAL ELECTION

SHERMAN, TEXAS, CALLING A SPECIAL ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 7TH DAY OF NOVEMBER, 2017, FOR THE PURPOSE OF ELECTING ONE (1) COUNCIL MEMBER, AT-LARGE, PLACE 1 TO FILL AN UNEXPIRED TERM UNTIL NOVEMBER 2018, FOR SAID CITY; PROVIDING THAT SAID ELECTION SHALL BE HELD JOINTLY WITH GRAYSON COUNTY, TEXAS; DESIGNATING ELECTION PRECINCTS; APPOINTING ELECTION OFFICIALS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE USE OF DIRECT RECORDING ELECTRONIC VOTING EQUIPMENT; PROVIDING FOR EARLY VOTING.

TO FILL VACANCY

Ordinance 6057

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", BY ADDING A NEW ARTICLE 13.10 TO BE ENTITLED "MUNICIPAL DRAINAGE UTILITY SYSTEM", DIVISION 1 TO BE ENTITLED "CREATION AND ADMINISTRATION"; ESTABLISHING A MUNICIPAL DRAINAGE UTILITY SYSTEM; PROVIDING FOR DRAINAGE SERVICE, BILLING, EXEMPTIONS, DRAINAGE CHARGES, AND APPEALS; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A CRIMINAL PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR AN EFFECTIVE DATE.

ORD 6057
ESTABLISH
MUNICIPAL DRAINAGE
UTILITY SYSTEM

Council Member Teamann asked to consider Ordinance 6057 and Ordinance 6058 separately because they dealt with the stormwater fee program. He said he wasn't opposed to a program, but he was opposed to the fee structure.

He said for most citizens it would cost \$1.00 on their bill, however for some of the bigger users it could cost up to \$1,000.00. He reiterated that he was opposed to the structure that was presented.

He felt the City should "pull back" on some of the development projects they were working on and that money should be used to fund the program. He wanted to address current issues before starting work on new infrastructure.

Brandon Shelby, City Attorney, recommended voting separately on these ordinances because Ordinance 6057 establishes the program and Ordinance 6058 sets the fee. If they choose to do so, the program should be established first and then the fee set.

ACTION TAKEN.

Motion by Deputy Mayor Sofey to adopt Ordinance No. 6057, as presented. Second by Council Member Terrence Steele.

COUNCIL MINUTES – SEPTEMBER 18, 2017

VOTING AYE: Brown, Sofey, T. Steele, W. Steele, Teamann.
VOTING NAY: None.
MOTION CARRIED.

Ordinance 6058

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", ARTICLE 13.10, ENTITLED "MUNICIPAL DRAINAGE UTILITY SYSTEM", BY ADDING A NEW DIVISION 2 TO BE ENTITLED "MUNICIPAL DRAINAGE UTILITY SYSTEM FEE SCHEDULE"; ESTABLISHING A MUNICIPAL DRAINAGE UTILITY SYSTEM FEE; PROVIDING FOR EXEMPTIONS AND CREDITS; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORD 6058
ESTABLISH
MUNICIPAL DRAINAGE
UTILITY FEE

ACTION TAKEN.

Motion by Deputy Mayor Sofey to adopt Ordinance No. 6058, as presented. Second by Council Member Terrence Steele.

VOTING AYE: Brown, Sofey, T. Steele, W. Steele.
VOTING NAY: Teamann.
MOTION CARRIED.

Ordinance 6059

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1518 SOUTH AUSTIN STREET, BEING LOT 21R, BLOCK 1 OF THE REPLAT OF PART OF LOTS 20 AND 21, MAYHEW'S SECOND SUPPLEMENT (JOHN AND JULIA BELL, OWNERS; RICK OWENS, REPRESENTATIVE; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER.

ORD 6059
ZONE CHANGE
TO RESIDENTIAL
(1518 S. AUSTIN)

Ordinance 6060

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 BED AND BREAKFAST WITH EXISTING BUILDING FINISHES IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT, R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT AND COLLEGE PARK OVERLAY DISTRICT AT 506 NORTH GRAND AVENUE, BEING LOTS 3, 4, 7 AND 8, BLOCK 18, COLLEGE PARK ADDITION (ELLIOTT SMITH, OWNER); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6060
SUP FOR BED
& BREAKFAST
(506 N. GRAND)

Ordinance 6061

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

ORD 6061
SUP FOR ADDITION
TO ELECTRICAL
SUBSTATION

USE PERMIT TO ALLOW AN ADDITION TO AN EXISTING ELECTRICAL SUBSTATION IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 2002 WEST MOORE STREET, BEING 57.3 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (ONCOR ELECTRIC DELIVERY COMPANY, OWNERS; AND KARL CRAWLEY, 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.

(2002 W. MOORE)

Ordinance 6062

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 A R-1 (ONE FAMILY RESIDENTIAL) DISTRICT IN THE 3400-3500 BLOCKS OF BALLAM STREET AND THE 2200-2300 BLOCKS OF SOUTHRIDGE LANE, BEING LOTS 1-19, BLOCK C, LOTS 1-14, BLOCK D AND LOTS 30-35, BLOCK K, PEBBLEBROOK SOUTH, PHASE II (AL DENSON, WYLDEWOOD HOMES, LLC, OWNERS; AND JUSTIN ADAMS, REPRESENTATIVE); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6062
SUP FOR
PATIO HOMES
(3400-3500 BLKS
BALLAM ST. & 2200-
2300 BLKS
SOUTHRIDGE)

Ordinance 6063

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 IN THE 3400-3500 BLOCKS OF HANAN STREET AND THE 2300 BLOCK OF SOUTHRIDGE LANE, BEING LOTS 15-32, BLOCK D, LOTS 36 AND 37, BLOCK G, PEBBLEBROOK SOUTH, PHASE III (AL DENSON, WYLDEWOOD HOMES, LLC, OWNERS; AND JUSTIN ADAMS, REPRESENTATIVE); PROVIDING FOR A REPEALER CLAUSE. PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6063
SUP FOR
PATIO HOMES
(3400-3500 BLKS
HANAN & 2300
BLK SOUTHRIDGE)

ACTION TAKEN.

Motion by Council Member Terrence Steele to adopt Ordinance Nos. 6056, 6059, 6060, 6061, 6062, and 6063, as presented. Second by Council Member Teamann.

VOTING AYE: Brown, Sofey, T. Steele, W. Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

ADOPTION OF ORDINANCE NO. 6050

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE LEVY OF AD VALOREM TAXES FOR THE CITY OF SHERMAN, TEXAS, FOR THE TAX YEAR 2017; DISTRIBUTING THE SAME AMONG THE VARIOUS FUNDS; PROVIDING FOR A PENALTY AND

ORD 6050
LEVY OF AD
VALOREM TAXES

**INTEREST FOR FAILURE TO PAY THE TAXES LEVIED
WITHIN THE TIME PROVIDED BY LAW; PROVIDING FOR A
REPEALER.**

Council Member Teamann said he was opposed to the tax rate increase and felt there were some “one time funds” that could have kept the tax rate down this year.

ACTION TAKEN.

Motion by Deputy Mayor Sofey to adopt Ordinance No. 6050, moving that the property tax rate be increased by the adoption of a tax rate \$.427300 per \$100 of valuation, which is effectively a 9.8% increase in the tax rate, as presented. Second by Council Member Terrence Steele.

VOTING AYE: Brown, Sofey, T. Steele, W. Steele.

VOTING NAY: Teamann.

MOTION CARRIED.

CONSENT AGENDA

The Council reviewed the Consent Agenda. Council Member Teamann asked to remove Item G-6, entitled “Replat Approval of Kings Ridge Addition, being 21.191 acres in the Fielding Bacon Survey, Abstract No. 120 and the William Thompson Survey, Abstract No. 1209, also being Lots 1-8, Kings Ridge Addition; Bob Tate and Tate Construction, Owners; GLMSS Properties, LLC, prospective Buyers; and Helvey-Wagner Surveying, Inc., Surveyor (1800-2000 Blocks of Norwood Street)” from the Consent Agenda for consideration in its regular order of business.

Council Member Teamann moved to approve the Consent Agenda, with the exception of Item G-6, which will be considered in its regular order of business. Second by Council Member Terrence Steele. All present voted AYE.

RESOLUTIONS

**RESOLUTION NO. 6266 – AMENDING THE 2016-2017
BUDGET OF THE CITY OF SHERMAN, TEXAS,
APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS
FOR THE PERIOD OF OCTOBER 1, 2016, THROUGH
SEPTEMBER 30, 2017**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2016-2017 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2016, THROUGH SEPTEMBER 30, 2017.

Mary Lawrence, Director of Finance, said every year the City has a “clean up budget amendment” to true-up the budget, due to expenditures. This year, many of the amendments have to do with growth and the two new Tax Increment Reinvestment Zones.

There are amendments to appropriate funds for the TIRZs. There were also some bonds that were refunded; the purchase of land for public infrastructure; and a couple of

CONSENT AGENDA

**RES 6266
BUDGET AMENDMENT**

pieces of Fire Department equipment that were budgeted in 2018, but will be moved to 2017 to realize some very favorable delivery terms. There are also some appropriations for the City's portion of a grant to purchase an ambulance.

ACTION TAKEN.

Motion by Council Member Terrence Steele to adopt Resolution No. 6266, as presented. Second by Deputy Mayor Sofey.

VOTING AYE: Brown, Sofey, T. Steele, W. Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6267 – APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION AND DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT

**RES 6267
ISSUE CERTIFICATES
OF OBLIGATION**

A RESOLUTION APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION AND DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT.

Ms. Lawrence said this is the first item required for the Council to issue up to \$7 million for the stormwater projects only. The certificates will be repaid with the stormwater fee.

She said the City may ask for less than the \$7 million because the staff has obtained information about some favorable financing that they may be able to obtain through the Texas Water Development Board.

The staff feels that a large portion of the projects, maybe half, might qualify under this funding. If they do, it could save the City hundreds of thousands of dollars over the life of the debt. However, not all of the projects could be funded with the Water Development Board debt.

Council Member Terrence Steele verified that it would cost approximately \$55 million if all the projects were done in Sherman. He said the City is taking "a little bite" out of a \$55 million issue of stormwater concerns in the community. He added that these projects have been "kicked down the road" for decades and if the City continues to delay them, the cost will continue to increase and more floods will happen.

Council Member Teamann confirmed that these projects were not on the Capital Improvement Program list and that they were real items. Mr. Hefton said it would be land acquisition; construction of small, medium, and large detention facilities; projects to increase drainage capacities; and culverts. He said the projects could be paid for through taxes instead of the stormwater fee.

COUNCIL MINUTES – SEPTEMBER 18, 2017

Ms. Lawrence said the 2018 CIP includes the stormwater fee going toward the debt service. Mr. Hefton said the budget would be amended to “true up” as the projects are identified with a cost. There would probably not be \$7 million worth of projects in one year.

Council Member Terrence Steele verified that the stormwater fee could only be used to fund these types of stormwater projects. No future Council could decide to use this money for another purpose.

Deputy Mayor Sofey asked if establishing a stormwater fee was the only way the City could get FEMA dollars to help with the program. Mr. Hefton said there are a number of ways that FEMA can help, but the City having an amount of money set aside for that purpose, enhances the ability to apply for those grant funds. He said most have “match requirements” and having this money set aside enhances that ability.

Council Member Teamann said the important thing is to have the stormwater program, not necessarily the fee, because the program could be funded other ways, such as through the general budget.

Mr. Hefton said FEMA wants to know that there is money set aside for the program. Council Member Teamann felt that the City could have a stormwater program without having a fee, adding that money could be “set aside” but funded a different way.

Deputy Mayor Sofey reiterated that the fee, defines specific dollars that can only be used for stormwater. Mr. Hefton said the strength of the case is enhanced by having a dedicated resource that cannot be used for anything else.

Council Member Teamann felt that by issuing \$7 million in debt, that basically meant the City would have the stormwater fee forever. Mr. Hefton said the fee would be in place as long as the debt was in place, which would be 20 years.

ACTION TAKEN.

Motion by Council Member Terrence Steele to adopt Resolution No. 6267, as presented. Second by Deputy Mayor Sofey.

VOTING AYE: Brown, Sofey, T. Steele, W. Steele.

VOTING NAY: Teamann.

MOTION CARRIED.

RESOLUTION NO. 6268 – AUTHORIZING EXECUTION OF AN AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN GRAYSON COUNTY AND THE CITY OF SHERMAN FOR THE PERIOD OF OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN

**RES 6268
GRAYSON COUNTY
FIRE CONTRACT**

GRAYSON COUNTY AND THE CITY OF SHERMAN FOR THE PERIOD OF OCTOBER 1, 2017 THROUGH SETEMBER 30, 2018.

CONSENT AGENDA.

RESOLUTION NO. 6269 – AUTHORIZING EXECUTION OF AN AGREEMENT FOR AMBULANCE SERVICES WITH GRAYSON COUNTY FOR THE PERIOD OF OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR AMBULANCE SERVICES WITH GRAYSON COUNTY FOR THE PERIOD OF OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018.

CONSENT AGENDA.

RES 6269
GRAYSON COUNTY
AMBULANCE
CONTRACT

RESOLUTION NO. 6270 – AUTHORIZING EXECUTION OF A CONTRACT WITH GRAYSON COUNTY, TEXAS, FOR USE OF THE CITY OF SHERMAN ANIMAL SHELTER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH GRAYSON COUNTY, TEXAS, FOR USE OF THE CITY OF SHERMAN ANIMAL SHELTER.

CONSENT AGENDA.

RES 6270
GRAYSON COUNTY
ANIMAL SHELTER
CONTRACT

RESOLUTION NO. 6271 – AUTHORIZING THE PURCHASE OF OUTDOOR WARNING SIRENS FROM FEDERAL SIGNAL CORPORATION THROUGH SHIPMAN COMMUNICATIONS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF OUTDOOR WARNING SIRENS FROM FEDERAL SIGNAL CORPORATION THROUGH SHIPMAN COMMUNICATIONS.

CONSENT AGENDA.

RES 6271
OUTDOOR WARNING
SIRENS

RESOLUTION NO. 6273 – APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC. FOR CONSTRUCTION OF THE SHERMAN INDUSTRIAL REPLACEMENT SEWER PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC. FOR CONSTRUCTION OF THE SHERMAN INDUSTRIAL REPLACEMENT SEWER PROJECT.

CONSENT AGENDA.

RES 6273
SHERMAN INDUSTRIAL
REPLACEMENT
SEWER PROJECT

CHANGE ORDER NO. 1

APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENT TO EXECUTE CHANGE ORDER NO. 1: SHERMAN WATER TREATMENT PLANT EXPANSION PROJECT; MWH CONSTRUCTORS, INC.; \$140,075.00 INCREASE

The City Council approved the Greater Texoma Utility Authority's intent to execute Change Order No. 1, for the Sherman Water Treatment Plant Expansion Project. The

CHANGE ORDER
GTUA – FOR WATER
TREATMENT PLANT
EXPANSION

change order results in a \$140,075 increase to MWH Constructors, Inc., and is due to underground geology at the plant site that varied from anticipated conditions.

The elevation of bedrock changed drastically across the site, resulting in changes to foundation designs and pier depths for the peroxidation basin and membrane building. Final contract price for the project was \$23,945,075.
CONSENT AGENDA.

OTHER BUSINESS

SITE PLAN APPROVAL AND EXCEPTIONS FOR HERITAGE DEVELOPMENT PARTNERS, LLC, OWNERS; BROCKETTE/DAVIS/DRAKE, INC., CIVIL ENGINEERS/SURVEYOR; AND CURTIS GROUP ARCHITECTS, LTD, ARCHITECT UNDER ORDINANCE NO. 2252, ARTICLE IV, SECTION 410(2)(J) TO ALLOW A MEDICAL OFFICE AND AN EXCEPTION UNDER ORDINANCE NO. 2280, SECTION 6.4, SUBSECTION (4) TO ALLOW 202 PARKING SPACES IN LIEU OF THE REQUIRED 206 SPACES FOR A MEDICAL OFFICE BUILDING IN THE BLALOCK INDUSTRIAL PARK/BLALOCK COMMERCIAL OVERLAY DISTRICT IN THE 2800-3600 BLOCKS OF SOUTH U.S. HIGHWAY 75

SITE PLAN &
EXCEPTIONS FOR
HERITAGE DEV.
PARTNERS
IN BLALOCK
INDUSTRIAL PARK

Mr. Shadden said this request is in the Blalock Industrial District and therefore requires Council approval for Site Plans and Exceptions. The request is for a 41,000 square foot medical office building. The exception is for 202 parking spaces instead of 206.

The Planning and Zoning Commission recommended approval of the Site Plan and Exception, subject to the Staff Review Letter.

ACTION TAKEN.

Motion by Council Member Teamann to approve the Site Plan and Exceptions for Heritage Development Partners, LLC, as presented. Second by Deputy Mayor Sofey.
VOTING AYE: Brown, Sofey, T. Steele, W. Steele, Teamann.
VOTING NAY: None.
MOTION CARRIED.

FINAL PLAT APPROVAL OF SHERMAN CROSSROADS MEDICAL NO. 2, BEING 6.8410 ACRES IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667, AND IN TRACT 4 OF THE BLALOCK INDUSTRIAL PARK; HERITAGE DEVELOPMENT PARTNERS, LLC, OWNERS; AND BROCKETTE/DAVIS/DRAKE, INC., CIVIL ENGINEERS/SURVEYORS (2800-3600 BLOCKS OF SOUTH U.S. HIGHWAY 75)

APPROVE FINAL PLAT
SHERMAN
CROSSROADS
(2800-3600 BLKS
S. HWY 75)

The City Council approved the Final Plat for Sherman Crossroads Medical No. 2, being 6.8410 acres in the Preston Kitchen Survey, Abstract No. 667, and in Tract 4 of the Blalock Industrial Park. The property is located in the 2800 to 3600 blocks of South US Hwy 75, at the northwest corner of Hwy 75 and FM 1417, just north of the new West Travis Street extension.

COUNCIL MINUTES – SEPTEMBER 18, 2017

The owners, Heritage Development Partners, LLC, would like to plat the property into two lots for commercial development. The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.
CONSENT AGENDA.

FINAL PLAT APPROVAL OF SHERMAN LANDING ADDITION, PHASE 1, BEING 4.112 ACRES IN THE W.S. THURMAN SURVEY, ABSTRACT NO. 1265; STANLEY BLYTHE, OWNER; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR (6120 NORTH U.S. HIGHWAY 75)

The City Council approved the Final Plat of Sherman Landing Addition, Phase I, being 4.112 acres in the W.S. Thurman Survey, Abstract No. 1265. The property is located at 6120 North US Hwy 75, at the southwest corner of Hwy 75 and FM 691.

APPROVE FINAL PLAT
SHERMAN LANDING,
PHASE 1
(6120 N. HWY 75)

The owner, Stanley Blythe, would like to plat the property into two lots for commercial development and right-of-way dedication for Gateway Boulevard. The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.
CONSENT AGENDA.

FINAL PLAT APPROVAL OF DR. SWAMY ADDITION, PHASE 1, LOTS 1-8, BLOCK 1, BEING 17.035 ACRES IN THE WILLIAM MILLIGAN SURVEY, ABSTRACT NO. 875 AND THE DAVID HARRISON SURVEY, ABSTRACT NO. 587; ONE GANESHA, LTD, OWNERS; WINKELMAN & ASSOCIATES, INC., ENGINEERS/SURVEYORS; AND DEAN GILBERT, JR., DEVELOPER (6000-6100 BLOCKS OF NORTH U.S. HIGHWAY 75 AND 3000-3200 BLOCKS OF F.M. 691)

The City Council approved the Final Plat of the Dr. Swamy Addition, Phase 1, being 17.035 acres in the William Milligan Survey, Abstract No. 875 and the David Harrison Survey, Abstract No. 587. The property is located in the 6000 to 6100 blocks of North US Hwy 75 and the 3000 to 3200 blocks of FM 691.

APPROVE FINAL PLAT
DR. SWAMY
ADDITION, PHASE 1
(6000-6100 BLKS N.
HWY 75 & 3000-3200
BLKS FM 691)

The owners, One Ganesha, LTD, would like to plat the property into eight lots for commercial development. The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.
CONSENT AGENDA.

REPLAT APPROVAL OF LAUREL CREEK, PHASE 4, A REPLAT OF BLOCKS 5 AND 6 OF LAUREL CREEK, SECTION 1, BEING 9.92 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, AND BEING A PART OF BLOCKS 5 AND 6 OF LAUREL CREEK ADDITION, SECTION ONE; MITCHELL ENTERPRISES, LTD, OWNER; STEVE MITCHELL, REPRESENTATIVE; VILBIG & ASSOCIATES, INC., CIVIL ENGINEER; AND SARTIN & ASSOCIATES, INC., SURVEYOR (400-500 BLOCKS OF LAUREL CREEK DRIVE)

Mr. Shadden said this is a Replat of Laurel Creek for 26 lots. The Planning and Zoning Commission recommended

APPROVE REPLAT
LAUREL CREEK,
PHASE 4
(400-500 BLKS
LAUREL CREEK)

COUNCIL MINUTES – SEPTEMBER 18, 2017

approval of the Replat, subject to the Staff Review Letter. There was opposition to the request.

Sandy Jarvis, 212 Laurel Creek

Ms. Jarvis asked if she could get a copy of the replat of the Laurel Creek Subdivision. The one she has was from 1984. She was given a copy of the replat and asked if she could speak after she had a chance to review the document.

Sandy Mischkot, 421 Hidden Valley

Ms. Mischkot has lived in the same house since 1979 and has been through several floods. She is also an insurance agent and wanted the Council to know how expensive flood insurance was to purchase. On a \$50,000 home, with \$25,000 in contents, the deductible is a minimum of \$1,500 for each. Therefore a claim would cost \$3,000 out of pocket. That is not replacement cost, but actual cash value. Cost of the policy would be over \$1,100 annually.

After the flooding in 1981, she saw a film about changes to a creek that enhanced downstream flooding. In 2007, she said Mr. Mitchell constructed a dirt road with no drainage, without FEMA's permission. These changes, by "pushing dirt around," caused flooding to her property and to the Archer Street area. She said when concrete and asphalt are added, the flooding will be really bad.

Ms. Mischkot said she understood Mr. Mitchell has filed a 404 Form with FEMA, but she said, as of today, it has not been approved. She asked the City Council to table this request until FEMA addressed the submission.

She said when they purchased their house, the property was actually higher than the land behind them. A tributary from the Sand Creek goes behind their house. Since that time, dirt has been pushed around and the height has changed. She felt that Mr. Mitchell is trying to get the entire area rezoned and out of the floodplain.

Ms. Mischkot said in 1988 or 1989, Dean Gilbert Lake was completed. From 1988 to 2007, there was no water accumulation or flooding at her home. After the dirt road was constructed in 2007, they flooded again.

She asked that the issue be tabled until FEMA can address the form that was filed.

Kirk Brewer, 2617 Fair Oaks Circle

Mr. Brewer said he was not sure why he received the notification letter because his property was a cul-de-sac and was set farther back.

He did feel there was another issue that needed to be addressed with the replat. He said driving west on SH 56 toward FM 1417, there is a blinking light at almost every

intersection. He said this is the main ingress and egress for the entire subdivision.

With the proposed changes, Mr. Brewer said there will be 50 to 70 more cars per day entering or exiting the subdivision. He said traffic backs up and there is not even a flashing light at the Laurel Creek intersection. He said it is hard to get in and out of the subdivision and is very dangerous.

Sandy Jarvis, 212 Laurel Creek

Ms. Jarvis said she was most concerned about the safety of the subdivision. There are no sidewalks and neighbors must walk in the street. There is a new elementary school in the area and traffic has increased.

She said the City would be required to complete a study in order to get the State to discuss traffic on SH 56 and the ingress and egress into the Laurel Creek Subdivision. She said there are no turn lanes at that location and the area is very dangerous.

She asked how the City would protect the citizens that are already living in Laurel Creek. The development would add 23 to 26 more homes, which is supposed to have two parking spaces for each one. She asked how they would get that many more parking spaces in the addition.

Ms. Jarvis said another street entrance/exit into the addition is really needed. She said there are 200 homes in the Hidden Valley area, about 40 to 60 homes in the Arapaho East and West area, and about 30 homes in the Laurel Creek area. She said there is a lot of traffic in that area and she encouraged the Council to protect the citizens that already live there. She said the area is also prone to flooding.

Council Member Teamann asked if the Council had discussed developers addressing water remediation at the time of development of homes or shopping centers. Mr. Hefton said there are currently ordinances in place that address runoff that would occur from the development. Some options include a fee in lieu of detention, which would require a regional type of detention, or on-site detention.

Mr. Philpott said, as part of the Staff Review Letter, the staff would advise them that they had to adhere to the floodplain ordinance and the subdivision ordinance. Those items take into account FEMA approval and being two foot above the 100-year flood elevation. A civil engineering plan would be required for the streets.

Council Member Teamann confirmed that since this is zoned residential, there is no stopping additional homes from being built in the addition. Mr. Hefton said this is not a zoning issue, it is simply a replat. Council Member Steele asked

what would happen if FEMA denied the 404 Form. Mr. Philpott said if there is any “rise in the floodplain” it would not be approved and no homes could be built.

Mr. Philpott added that there is a third regional detention facility, called 8A, that was built in 2000, further up Sand Creek. FEMA has not updated their maps to include that dam. One of the first projects will be to update the flood maps. He added that if that regional detention area was taken into account, the floodplain would look different in that area.

Deputy Mayor Sofey said traffic is “sketchy” in that area, especially at certain times of the day, however that is primarily a Texas Department of Transportation issue. Mr. Philpott said he understood that the City could ask TxDOT for a traffic study of that area, but whatever came back from the study would be up to the City to pay for.

Cost of the study is estimated at \$50,000, cost of the light would be between \$150,000 and \$200,000.

Deputy Mayor Sofey said he is aware of the traffic issue and the flooding issue, however this particular item is for the replat. Mr. Shelby said if the City tables the issue, it will still be approved by State law in the Local Government Code. He said if they comply with all City regulations in asking for the replat, the City Council cannot deny the request. He said the Planning and Zoning Commission may have denied exceptions in the past, but there are no exceptions on the agenda for tonight.

ACTION TAKEN.

Motion by Deputy Mayor Sofey to approve the Replat of Laurel Creek, Phase 4, subject to the Staff Review Letter, as presented. Second by Council Member Willie Steele.
VOTING AYE: Brown, Sofey, T. Steele, W. Steele, Teamann.
VOTING NAY: None.
MOTION CARRIED.

REPLAT APPROVAL OF KINGS RIDGE ADDITION, BEING 21.191 ACRES IN THE FIELDING BACON SURVEY, ABSTRACT NO. 120 AND THE WILLIAM THOMPSON SURVEY, ABSTRACT NO. 1209, ALSO BEING LOTS 1-8, KINGS RIDGE ADDITION; BOB TATE AND TATE CONSTRUCTION, OWNERS; GLMSS PROPERTIES, LLC, PROSPECTIVE BUYERS; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (1800-2000 BLOCKS OF NORWOOD STREET)

APPROVE REPLAT
KINGS RIDGE
ADDITON
(1800-2000 BLKS
NORWOOD ST)

Council Member Teamann asked to remove Item G6 from the Consent Agenda for consideration in its regular order of business.

He said there were previously some concerns about the front of that property, next to the roadway, being owned by residents across the street. He asked if that had been worked out.

COUNCIL MINUTES – SEPTEMBER 18, 2017

Deputy Mayor Sofey said they weren't asking for any variances, it was just a replat. Mr. Shelby said the issue with the roadway was still being discussed. Nothing to do with the plat affects the roadway issue. Mr. Hefton said there was also a concern about the lot size that was previously discussed. The replat shows lot sizes between 1.5 acres and 2 acres, which is consistent with the area.

ACTION TAKEN.

Motion by Deputy Mayor Sofey to approve the Replat of Kings Ridge Addition, as presented. Second by Council Member Brown.

VOTING AYE: Brown, Sofey, T. Steele, W. Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

FINAL PLAT APPROVAL OF LOT 1, BLOCK 1, LEO'S ADDITION LOCATED IN THE EXTRA TERRITORIAL JURISDICTION OF SHERMAN, BEING 0.588 ACRES IN THE JOHN McCLENIHAN SURVEY, ABSTRACT NO. 789; PATRICIA REEVES, OWNER; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR (5184 DRIPPING SPRINGS ROAD)

The City Council approved the Final Plat of Lot 1, Block 1, Leo's Addition, being 0.588 acres in the John McClenihan Survey, Abstract No. 789. The property is located in the extra territorial jurisdiction, at 5184 Dripping Springs Road.

APPROVE FINAL PLAT
LEO'S ADDITION
(5184 DRIPPING
SPRINGS)

The owner, Patricia Reeves, would like to plat the property into one lot to sell. The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.

CONSENT AGENDA.

CONSIDER REQUEST OF THE TEXOMA COUNCIL OF GOVERNMENTS TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE INAUGURAL "GRAYSON COUNTY VETERANS 5K" ON SATURDAY, NOVEMBER 4, 2017

The City Council approved the request of the Texoma Council of Governments to temporarily close certain streets for the inaugural "Grayson County Veterans 5K" on November 4, 2017.

CLOSE STREETS
GRAYSON COUNTY
VETERANS 5K
(NOV. 4, 2017)

The event will require barricade placement and removal as well as police officers to maintain safety at certain points along the route.

CONSENT AGENDA.

CONSIDER REQUEST OF THE HERALD DEMOCRAT TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE "BATTLE OF THE AXE VIP TAILGATE EXPERIENCE" ON FRIDAY, NOVEMBER 10, 2017

The City Council approved the request of the Herald Democrat to temporarily close certain streets for the "Battle of the Axe VIP Tailgate Experience" on November 10, 2017.

The event will be held on the east side steps of Kidd-Key Auditorium, running down Elm Street, between Pecan and

CLOSE STREETS
BATTLE OF THE
AXE VIP TAILGATE
(NOV. 10, 2017)

Mulberry Streets. Barricade placement and removal will be needed, as will police officers to maintain safety for the event.

CONSENT AGENDA.

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 2, 2017

The City Council approved the request of St. Mary’s Catholic School to temporarily close certain streets for the “Run Run Rudolph 5K and Family Fun Run/Walk” on December 2, 2017.

The event will require barricade placement and removal as well as police officers to maintain safety along the route.

CONSENT AGENDA.

CITIZENS REQUESTS

There were no citizen’s requests.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

WELCOME WILLIE STEELE TO THE CITY COUNCIL

Council Member Brown welcomed Willie Steele to the City Council, saying it has been a pleasure to serve.

MEDICAL OFFICE BUILDING ON US HWY 75 AND FM 1417

Deputy Mayor Sofey mentioned the medical office building that is being constructed at US Hwy 75 and FM 1417. He said there are a lot of exciting things going on in that area. There will also be future developments in that corridor that provide a lot of services and generate revenue.

SHERMAN ARTS FESTIVAL

Council Member Terrence Steele commended the staff on a job well done for events like the Arts Festival.

VETERANS 5K

Council Member Teamann said there were a couple of Austin College students that were at the meeting earlier to request street closings for a Veteran’s 5K race. He commended them saying he liked to see young people become involved.

AN HONOR TO SERVE

Council Member Willie Steele thanked Council Members for his appointment and said it is an honor and a privilege to be back on the City Council.

CLOSE STREETS
RUN RUN RUDOLPH
(DEC. 2, 2017)

CITIZENS REQUESTS

MEDIA QUESTIONS

WELCOME WILLIE
STEELE TO THE
CITY COUNCIL

MEDICAL OFFICE
BLDG. ON US HWY 75
& FM 1417

SHERMAN ARTS
FESTIVAL

VETERANS 5K

AN HONOR TO SERVE

ANNOUNCEMENTS

Mayor Plyler announced the following:

- Thank you to employees and volunteers that made Sherman's 35th Annual Arts Festival such a success.
- The Sherman Downtown Now Stroll on the Square will be held October 7, 2017, at 6 p.m.
- The Grayson County Crisis Center will host its Seeds of Hope Moonlight 5K and Fun Run on September 30, 2017, at 8:30 p.m.

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

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 6:05 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:55 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

ANNOUNCEMENTS

EXECUTIVE SESSION

OPEN MEETING

COUNCIL MINUTES – SEPTEMBER 18, 2017

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:56 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.1.

Meeting Date: 10/02/2017

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"Domestic Violence Awareness Month" – October 2017

Issue:

To present a proclamation designating October 2017 as "Domestic Violence Awareness Month" in the City of Sherman

Background:

Each year, the Crisis Center recognizes "Domestic Violence Awareness Month" to encourage citizens to become aware of the tragedy of domestic violence and to support those who are working toward its end.

Origination:

The request originated with the Crisis Center.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

It is the recommendation of the staff to present a proclamation designating October 2017 as "Domestic Violence Awareness Month."

Alternatives:

The Council could choose not to present the proclamation.

Attachments

"Domestic Violence Awareness Month" Proclamation



Proclamation

WHEREAS, in October 1987, the first Domestic Violence Month was observed and the first national domestic violence toll-free hotline was initiated in the United States, and

WHEREAS, domestic violence is a pattern of assaultive and coercive behaviors, including physical, psychological, sexual, social isolation, stalking, and economic abuse that individuals use to maintain power and control over their intimate partners, and

WHEREAS, the crime of domestic violence violates an individual's dignity, safety, and basic human rights, and is the single largest cause of injury and homicide for women, and

WHEREAS, children who are exposed to domestic violence experience feelings of terror, isolation, guilt, helplessness, and grief, and have a higher risk of engaging in criminal behavior, substance abuse and becoming victims of crime in the community, and

WHEREAS, teen dating violence is becoming more prevalent in our society and we must seek measures to better educate our youth with healthy morals and relationships, and

WHEREAS, domestic violence crosses all ethnic, racial, sexual preference, economic, age, educational, and religious lines, and it is incumbent on every citizen to aid and assist those suffering from domestic abuse and let victims know that support is available, and

WHEREAS, community partners include the City of Sherman, local law enforcement, and area hospitals and organizations, who are dedicated to ending domestic violence in Sherman.

NOW THEREFORE, I, David Plyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim October 2017

DOMESTIC VIOLENCE AWARENESS MONTH

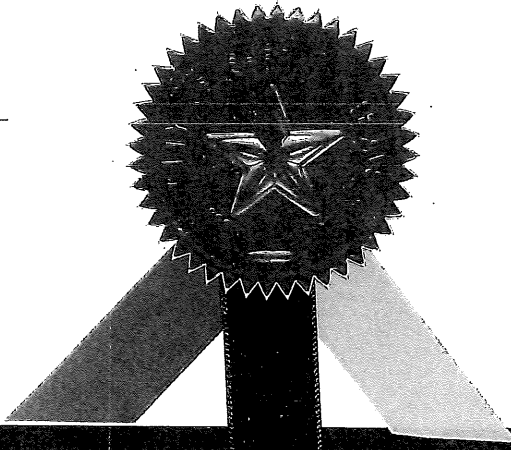
in the City of Sherman and urge all citizens to actively participate in activities and programs to improve victim safety and hold perpetrators of domestic abuse accountable for their actions against individual victims and society as a whole.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 2nd day of October, 2017.

Mayor

ATTEST:

Sinde Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.2.

Meeting Date: 10/02/2017

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"Lions White Cane Day" – October 14, 2017

Issue:

Each year, the Sherman Noon Lions Club participates in "White Cane Day" to collect donations to help the needy with sight problems.

Background:

The Lions Club voluntarily provides all manpower and leadership for the effort to collect donations from citizens wishing to participate in saving vision.

Origination:

The request originated with Dr. Jerry Gundersheimer, Chairman of the White Cane Drive, Sherman Noon Lions Club.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

The staff recommendation is to present a proclamation designating October 14, 2017 as "Lions White Cane Day" in Sherman.

Alternatives:

The City Council could choose not to present the proclamation.

Attachments

"Lions White Cane Day" Proclamation



Proclamation

WHEREAS, Lions Club International, with over 1,350,000 members in the free world, has been dedicated to saving sight for nearly 100 years, and

WHEREAS, Lions Club International has distributed more than 147 million treatments for river blindness, provided nearly 8 million cataract surgeries, and prevented serious vision loss for more than 30 million people worldwide, and

WHEREAS, through their work, they have saved the sight of more than 15 million children by providing eye screenings, glasses, and other treatments through Sight for Kids, and

WHEREAS, the Sherman Noon Lions Club has been outstanding in its community in helping the needy with sight problems through the use of its White Cane donations, and

WHEREAS, the Sherman Noon Lions Club provides eye exams and eyeglasses to the needy school children of Grayson County, leader dogs for the blind, cornea transplants courtesy of the Lions Organ and Eye Bank, and eyeglass collections for needy people around the world, and

WHEREAS, the Sherman Noon Lions Club has invited its neighbors to share in saving vision by donating to its White Cane Day event.

NOW THEREFORE, I, David Plyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim October 14, 2017

LIONS WHITE CANE DAY

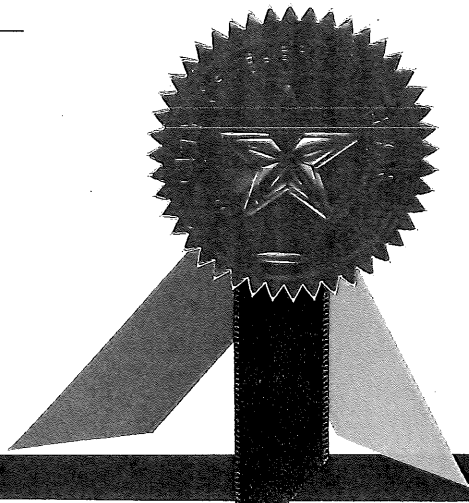
in the City of Sherman and invite all citizens to join me in sharing the Lions concern for the best sight possible for our neighbors in need, by giving generously to Lions White Cane Day. Every penny will give "The Gift of Sight."

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 2nd day of October, 2017.

Mayor

ATTEST:

Sinde Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.1.

Meeting Date: 10/02/2017

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

D. 1. * RESOLUTION NO. 6274

Authorizing Execution of a Development Agreement with Steve Palmer for the Construction of Public Facilities in Skyline Retail Center, a 1.0-acre Development East of F.M. 1417 (Heritage Parkway) and North of Skyline Drive in the City of Sherman

D. 2. * RESOLUTION NO. 6230

Authorizing Submission of an Application for a Grant Awarded under the Office of the Governor - Criminal Justice Division to Fund the Purchase of Twelve (12) Rifle-Resistant Body Armor Vests for Law Enforcement Use within the City of Sherman Police Department; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

E. 1. * RESOLUTION NO. 6231

Lease-Purchase Financing of Various Pieces of Capital Equipment

F. 5. * OTHER BUSINESS

Consider Request of Downtown Sherman NOW to Temporarily Close Certain Streets for the "Stroll on the Square & Texoma's Best Bite" on Saturday, October 7, 2017



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.1.

Meeting Date: 10/02/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6274**

Authorizing Execution of a Development Agreement with Steve Palmer for the Construction of Public Facilities in Skyline Retail Center, a 1.0-acre Development East of F.M. 1417 (Heritage Parkway) and North of Skyline Drive in the City of Sherman

Issue:

The construction of public facilities in Skyline Retail Center, a 1.0-acre development east of F.M. 1417 (Heritage Parkway) and north of Skyline Drive in the City of Sherman

Background:

Steve Palmer proposes to construct a 1.0-acre development east of F.M. 1417 (Heritage Parkway) and north of Skyline Drive, which includes the construction of storm water, water mains, and sanitary sewer mains.

Origination:

Engineering Department

Financial Consideration:

The development fee to be paid by the developer for public inspection will be \$335.40.

Staff Recommendation:

Staff recommends approval and execution of the Development Agreement.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6274

Development Agreement

Location Map

RESOLUTION NO. 6274

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH STEVE PALMER FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN SKYLINE RETAIL CENTER, A 1.0-ACRE DEVELOPMENT EAST OF F.M. 1417 (HERITAGE PARKWAY) AND NORTH OF SKYLINE DRIVE IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with Steve Palmer for the construction of public facilities in Skyline Retail Center, a 1.0-acre development east of F.M. 1417 (Heritage Parkway) and north of Skyline Drive in the City of Sherman, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2017.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF SHERMAN AND STEVE PALMER**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 2nd day of October, 2017 (the "Effective Date"), by and among the City of Sherman ("City"), a municipal corporation organized under the laws of the State of Texas, and Steve Palmer, ("Developer").

WITNESSETH:

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

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

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

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

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

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

**ARTICLE I.
SPECIFIC CONTRACT PROVISIONS**

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

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

2. **Assurance of Accuracy of Documents:** Developer has caused the subdivision plat of the Property (the "plat") and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.
3. **Development Documents:** Upon the execution of this Agreement, Plat, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the subdivision depicted on the Plat (hereinafter the "Subdivision") are confirmed, ratified, and agreed upon by both parties and attached hereto as Exhibit "B". Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract, as applicable to the Subdivision; and all of the work of the Project will be done under the supervision of the City Engineer (as defined in Paragraph 8 of this Article) to City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement a part thereof for all purposes.
4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.
5. **Performance Bond:** No work shall be performed within the Subdivision until directed by the City Manager or until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. The City at its own election may waive this bonding requirement. If required, such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Subdivision, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.
6. **Failure to Complete Development:** If the Developer does not complete the Improvements contained in the Development Documents on or before April 1, 2018, City may, at its election, use the Performance Bond to complete such Improvements. The date in this Paragraph may be extended by the mutual agreement of the parties. Such extension shall be in writing, as provided in Paragraph 13 of Article II.

7. **Availability of Public Facilities:** No public facilities will be made available to any lot within any segment of this Subdivision until the work on each segment is performed and approved as agreed upon in this Agreement.
8. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.
9. **City Engineer:** Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.
10. **Coordination of Work:** The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.
11. **Utility Arrangements:** The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.
12. **Fees:** Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.
13. **Guarantee or Maintenance Bond:**
 - A. If, within one year after the acceptance, defects should appear in the materials or workmanship, the Developer shall have such defects promptly repaired at its own expense, and shall leave the work as intended by the plans and specifications. This guarantee will apply to all parts of the work which have been accepted by the City.
 - B. Instead of the Guarantee set for in subparagraph (A) of this paragraph, Developer may provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The Bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.

14. **WAIVER OF RIGHTS UNDER STATE LAW:**

- A. Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY SIGNATURE ON THIS AGREEMENT, DEVELOPER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. DEVELOPER AGREES THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.
- B. BOTH DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AND WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN THE DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

15. **Other Provisions:**

- A. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.
- B. The Developer shall pay to the City an engineering plan review, inspection, and testing fee of \$335.40.

- C. Developer agrees that the development, as set forth in the Contract Documents, will comply with all federal, state and local laws relating to the discharge of storm water upon completion of the development.
- D. Developer and City agree that any and all goods and services relative to infrastructure dedicated to the City are exempt from state and local sales tax in accordance with Texas Tax Code §§151.309 and 151.311.

ARTICLE II.

GENERAL CONTRACT PROVISIONS

1. **Force Majeure.** If the performance of any of the parties hereto is delayed by reason of war, civil commotion, acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualty, court injunction or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed. The terms above shall not apply to extend the time permitted for any payment obligations set forth in this Agreement.
2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPERS EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HEREWITH, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. This indemnity does not waive any governmental immunity available to the City under Texas law and does not waive any defenses of the parties under Texas law.
3. **Authority to Bind.** Each general partner or member executing this Agreement on behalf the Developer represents that, by executing this Agreement in such capacity, it acts within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City

represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.

4. **Events of Default.** A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.
5. **Remedies Available to City.** If a default by Developer shall occur and continue, after thirty (30) day's notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.
6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity.
7. **Venue and Governing Law.** This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.
8. **Notices.** Any notice required by this Agreement shall be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if transmitted by facsimile or electronic transmission, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

CITY:

DESIGNEE: Clint Philpott, P.E.

ADDRESS: 220 W. Mulberry Street
Sherman, TX 75090

PHONE: 903-892-7327

FAX: 903-870-7802

DEVELOPER:

DESIGNEE: Steve Palmer

ADDRESS: 430 Churchill Lane
Pottsboro, TX 75076

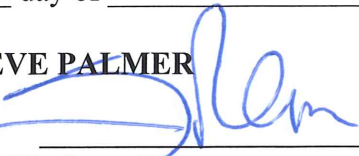
PHONE: 903-815-1407

FAX: _____

9. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.
11. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
12. **Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto, provided, however, this Agreement shall not be assigned by Developer without prior written approval by the City Manager of the City, which approval shall not be unreasonably withheld or delayed. City may assign or delegate any of its rights or obligations under this Agreement but the same shall not constitute a novation.
13. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
14. **Interpretation of Agreement.** This is negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this _____ day of _____ 2017, with an original to each party.

Developer: STEVE PALMER

BY: 

NAME: Steve Palmer

TITLE: Owner

ATTEST:

BY: _____

NAME: _____

TITLE: _____

CITY: CITY OF SHERMAN

BY: _____

NAME: Robby Hefton

TITLE: City Manager

ATTEST:

BY: _____

NAME: Linda Ashby

TITLE: City Clerk

APPROVAL RECOMMENDED:

Clint Philpott, P.E. / Director Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

Skyline Retail Center



1 inch = 200 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.2.

Meeting Date: 10/02/2017

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6275**

Authorizing Submission of an Application for a Grant Awarded under the Office of the Governor - Criminal Justice Division to Fund the Purchase of Twelve (12) Rifle-Resistant Body Armor Vests for Law Enforcement Use within the City of Sherman Police Department; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

Issue:

Seeking approval to apply for grant assistance from the Rifle-Resistant Body Armor Grant Program, which is through the Office of the Governor - Criminal Justice Division to purchase rifle-resistant body armor for use within the City of Sherman Police Department and designating the City Manager as the authorized official to accept, reject, alter or terminate the grant on behalf of the City.

Background:

The Office of the Governor - Criminal Justice Division is accepting grant applications from all Texas municipalities for the purchase of rifle-resistant body armor to be worn by police officers. The Criminal Justice Division's goal is to provide needed funding to improve public safety and support victims of crime by filling system gaps and promoting innovative solutions to common problems. In response to the July 7, 2016 shooting of numerous police officers in Dallas, Texas, legislature was passed and Senate Bill 12 was signed by the Governor, creating a grant program to increase the safety of Texas' law enforcement officers by assisting agencies in the purchase of rifle-resistant body armor. Implementation of a City of Sherman rifle-resistant body armor project will serve as a tool for police officers to increase their safety while responding to public safety and support victims of crime. The expected total grant application is estimated at Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00); there is no match requirement for this grant opportunity.

Origination:

Police Department

Financial Consideration:

The estimated amount of this project is \$27,500.00 based upon receiving the full requested amount of the grant. There is no matching requirement for this grant opportunity.

Staff Recommendation:

Staff recommends authorizing the submission of the Rifle-Resistant Body Armor Grant application.

Alternatives:

The Council could decline this grant opportunity.

Attachments

Resolution No. 6275

Grant Solicitation

RESOLUTION NO. 6275

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED UNDER THE OFFICE OF THE GOVERNOR - CRIMINAL JUSTICE DIVISION TO FUND THE PURCHASE OF TWELVE (12) RIFLE-RESISTANT BODY ARMOR VESTS FOR LAW ENFORCEMENT USE WITHIN THE CITY OF SHERMAN POLICE DEPARTMENT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas, finds it to be in the best interest of the citizens of Sherman, Texas, to seek grant funds to purchase twelve (12) rifle-resistant body armor vests for law enforcement use for the Sherman Police Department; and

WHEREAS, the City Council understands the expected total grant application is estimated at Twenty-Seven Thousand Five Hundred Dollars and No Cents (\$27,500.00); and there is no matching requirement for the grant as required by the Office of the Governor - Criminal Justice Division; and

WHEREAS, the City Council agrees that, in the event of loss or misuse of the Office of the Governor - Criminal Justice Division funds, the City of Sherman assures that said funds will be returned to the Office of the Governor - Criminal Justice Division in full; and

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

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to submit a grant application with the Office of the Governor - Criminal Justice Division to fund the purchase of twelve (12) rifle-resistant body armor vests for law enforcement use within the Sherman Police Department.

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

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

PASSED AND APPROVED on this the _____ day of _____, 2017.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:**

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



Office of the Governor

Criminal Justice Division

Funding Announcement (Amended):

***Rifle-Resistant Body Armor Grant
Program***

July 12, 2017

Opportunity Snapshot

Below is a high-level overview of many of the elements of this opportunity. Full information is provided in the funding announcement that follows.

Amendment

The original funding announcement was amended to remove restrictions on eligibility for state colleges and universities and with more explicit instructions regarding the submission of budgets.

Purpose

The purpose of this announcement is to solicit applications for projects that equip law enforcement officers at risk of shootings with rifle-resistant body armor.

Eligible Funding Areas

Funds may be used by law enforcement agencies to equip law enforcement officers with bullet-resistant personal body armor compliant with the National Institute of Justice (NIJ) standard for rifle protection.

Funds Available

It is anticipated that up to \$25 million may be funded under this announcement.

Process

Applicants will respond to this funding announcement by completing an application in eGrants <https://eGrants.gov.texas.gov>.

Budget

There is no minimum or maximum request under this program, however, applicants should consider the overall availability of funds and CJD's goal to provide resources to as many departments as possible. Funds may only be used to obtain body armor, including bulletproof vests, ballistic plates, and plate carriers.

Match

There is no match requirement under this program.

Project Periods

All projects must begin between Jan. 1 and Mar. 1, 2018. A project period may not exceed 12 months.

Organizational Eligibility

Applications may be submitted by the Texas Department of Public Safety, and units of local government and educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure, including municipalities, counties, independent school districts, universities, public and private colleges and universities, federally recognized Native American tribes, community colleges and hospital districts. *With the exception of the Texas Department of Public Safety, applications must be submitted by the entity operating the law enforcement agency, not the agency itself, e.g. the county government, not the sheriff's office.*

Contact Information

If additional information is needed, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

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Rifle-Resistant Body Armor Grant Program

The goal of the Governor's Criminal Justice Division (CJD) is to provide needed funding to improve public safety and support victims of crime by filling system gaps and promoting innovative solutions to common problems. In 2017, in response to the July 7th, 2016, shooting of numerous police officers in Dallas, Texas, the Legislature passed and the Governor signed Senate Bill 12, which created a grant program within the governor's office to increase the safety of Texas' law enforcement officers by assisting agencies in the purchase of rifle-resistant body armor. CJD is now accepting applications for projects under this program.

If you are interested in applying for a grant under this program, follow the four-step process outlined below.

- **Step One - Review the Process:** Get familiar with the funding announcement and the process used for this particular program.
- **Step Two - Consider the Requirements:** Consider the eligibility requirements as well as what will be required of successful applicants.
- **Step Three - Apply in eGrants.** Compile and submit your grant application. To understand how to apply online or to register for the system go to <https://eGrants@gov.texas.gov>.
- **Step Four – Funding Decisions and Grant Acceptance.** Await the funding decision, which is provided through a grant award or other notice from CJD. If you receive an award, complete the acceptance process to access funds.

Step 1: Review the Process

Timeline

Action	Date
Funding Announcement Release	July 7, 2017
Online System Opening Date	July 7, 2017
Final Date to Submit an Application	September 6, 2017 5PM CST
Earliest Start Date	January 1, 2018
Latest Start Date	March 1, 2018

Submission Method

Applicants must submit applications through via eGrants ([eGrants.gov.texas.gov](https://eGrants@gov.texas.gov)) by the deadline above.

Step 2: Consider the Requirements

Organizational Eligibility

Applications may be submitted by the Texas Department of Public Safety, and units of local government and educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure, including municipalities, counties, independent school districts, universities, public and private colleges and universities, federally recognized Native American tribes, community colleges and hospital districts. (This announcement has been revised to remove restrictions on state public universities.)

State agencies other than the Texas Department of Public Safety are not authorized under law to apply for funds under this grant program.

With the exception of the Texas Department of Public Safety, applications must be submitted by the entity operating the law enforcement agency, not the agency itself, e.g. the county government, not the sheriff's office.

Funding and Project Period Limits

It is anticipated that up to \$25 million may be funded under this announcement. This amount represents the full level of funding available. (Funds are authorized under Senate Bill 12 and appropriated by the 85th Legislature.) The number and amount of awards will depend upon the reasonableness of costs of individual, eligible applications, and the total volume of applications received.

A project funded may not exceed a one-year grant period.

Match Requirement

There is no match requirement under this program.

Eligible Expenses

Eligible equipment. Grant funds are restricted to obtaining body armor compliant with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers.

Eligible purchase models. Funds may be used for the outright purchase of eligible equipment, or other supply-service or subscription models. However, grant funds are restricted to the one-year project period, and costs for any subscription models or additional extended warranties that extend beyond the project period must be prorated to correspond to the project period.

Eligible officers to equip. Grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) directly employed by a law enforcement agency operated by the applicant. Funds may not be used to equip officers employed by other agencies that are not eligible to apply. CJD may prioritize the equipping of certain types of officers or applicants if the total requested

funds exceed the funds appropriated by the Legislature. (See “Selection and Fund Allocation Criteria” below under Step 4.) Only one set of body armor (partial or complete) per officer may be purchased.

Equipment purchasing. The Texas Comptroller of Public Accounts’ Statewide Procurement Division (SPD) has developed a list of Bullet Proof Vest and Body Armor that local government members may order on [Texas SmartBuy](http://www.txsmartbuy.com/) (<http://www.txsmartbuy.com/>). Grantees may find more information about available products and get assistance with purchasing equipment on the [SB12 Body Armor web page](http://comptroller.texas.gov/purchasing/contracts/body-armor.php) (<http://comptroller.texas.gov/purchasing/contracts/body-armor.php>), or contact SPD for help in evaluating vendor offers against the pricing on statewide contracts.

Because CJD is attempting to equip the maximum number of law enforcement officers in Texas, if the total funding requested by applicants exceeds available funding, applicants with more reasonable and competitive project budgets may receive priority. Not all body armor listed at the Comptroller’s website complies with the requirements of this grant program.

Ineligible Costs and Activities

Costs under this grant program are strictly limited to the procurement of eligible body armor. Grant funds may not be used to support services, activities, and costs including but not limited to:

- 1) Salaries or personnel costs, including any portion of the salary of, or any other compensation for an elected or appointed government official;
- 2) Supplanting or use of grant funds to replace any other existing federal, state or local funds;
- 3) Indirect costs;
- 4) Training and/or maintenance costs;
- 5) Travel;
- 6) Any costs ancillary to the purchase of eligible body armor, such as policy development, training costs, staff, or any other item determined ineligible or unreasonable by CJD;
- 7) Any other prohibition imposed by federal, state, or local law.

Reporting Requirements

Financial Report. At the end of each state fiscal quarter during the one-year grant period, grantees will be required to submit a financial status report via eGrants in the format required by CJD.

Progress Report. Grantees will be required to submit a single close-out report via the Public Policy Research Institute at Texas A&M University (<https://ppri.tamu.edu/>) 12 months after their project start date. Close-out reports will be very brief and will principally ask for:

- 1) Number of officers employed by the law enforcement agency;
- 2) Number of officers equipped with NIJ-compliant level III & IV body armor; and
- 3) A brief description of any shooting events in which an officer equipped with body armor purchased with grant funds was struck by gunfire.

Program-Specific Requirements

Required Agency Policies. As required by Chapter 772.0073, Texas Government Code (as passed in Senate Bill 12), an eligible organization may apply for grant funds only after its law enforcement agency adopts a policy addressing the:

- 1) Deployment and allocation of vests or plates to its officers; and
- 2) Usage of vests or plates by its officers.

CJD requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. CJD also requires that the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See [*“A Practitioner’s Guide To the 2011 National Body Armor Survey of Law Enforcement Officers”*](#) for more information.

NIJ Body Armor Standards. Body armor purchased with grant funds must comply with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) for type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers. Grantees are responsible for ensuring that any purchases meet this requirement and must certify compliance at the time of application.

Personally Fitted Vest Requirement. All body armor vests purchased with grant funds must be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. “Personally fitted” does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:

- 1) Correctly-sized panels and carrier, determined through appropriate measurement; and
- 2) Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([*Active Standard ASTM E3003*](#)) available at no cost. The [*Personal Armor Fit Assessment checklist*](#), is excerpted from ASTM E3003.

Grantees are responsible for ensuring that all purchases meet this requirement and must certify compliance at the time of application.

Standard CJD Requirements

CJD Regulations. Grantees must comply with the standards applicable to this funding source cited in the Texas Administrative Code (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding.

Uniform Crime Reports. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.

Criminal History Reporting. The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2012 through 2016 as of August 31, 2017

Immigration and Customs Enforcement Requests: An application requirement pertaining to full compliance with Department of Homeland Security detainer requests applies to all municipal or county governments that operate a subdivision or department that detains individuals after arrest for a criminal violation. Full text of this certification can be found on the Narrative tab of each application or at http://gov.texas.gov/cjd/dhs_detainerrequest. All applicants must select one of four options in their eGrants application to be considered for funding under this announcement.

Step 3: Apply via eGrants

Basics

To apply to CJD for these grants, you must complete or make sure you have already completed some standard requirements. All of the following are needed to apply within eGrants:

- Applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <http://fedgov.dnb.com/webform/displayHomePage.do>).
- Applicants must be registered in the federal System for Award Management (SAM) database located at <https://www.sam.gov/> and maintain an active registration throughout the grant period.
- Applicants must have or register for an account in eGrants eGrants@gov.texas.gov.

Profile Tab – Grant.Vendor Sub-Tab Direct Deposit Procedures

New Direct Deposit procedures: Applicants must upload the required [Direct Deposit forms](#), [New Payee Identification Form](#), and [W9 Form](#) for each application prior to submission. The eGrants system will not allow an application submission until these forms are attached to the application. These forms are available at <https://egrants.gov.texas.gov/updates.aspx> under the Financial Management Tools section or by clicking on the hyperlinks above.

Narrative Tab – Program-Specific Questions

Applicants must enter the number of officers currently employed by the agency, the number of officers currently equipped with Type III and Type IV body armor, and the number proposed to be equipped under the grant for the following four categories:

- 1) Officers within a tactical response (SWAT-style) unit or specifically assigned tactical response duties;

- 2) Officers who are engaged in traffic or highway patrol, otherwise regularly detain or stop motor vehicles, are primary responders to calls for assistance from the public, or execute arrest or search warrants for criminal offenses;
- 3) All other officers employed by the agency;
- 4) All other reserve officers.

Narrative Tab – Required Certifications

There are a variety of certifications on the eGrants application that applicants are required to make when submitting their application. Applicants should carefully review these certifications, which are also found in this funding announcement’s “Appendix A: Required Certifications”.

Narrative Tab – Project Narrative

The eGrants system contains nine narrative boxes, but only one is required for this grant program. Using the headings indicated below in bold type, applicants should use the “Project Abstract” box, to describe:

- 1) **Duties.** The duties of the four categories of officers proposed to be equipped under the project, including how those duties would expose the officers to gunfire that necessitates Type III and Type IV body armor.
- 2) **History.** Any recent history of shootings that demonstrates the need for Type III and Type IV body armor.
- 3) **Non-Tactical Duties.** If the project proposes equipment for reserve officers and/or officers not engaged in tactical response duties, regular patrol, response to calls for assistance, or the execution of warrants related to criminal offenses, why such officers have a need for this level of body armor.
- 4) **Multi-Agency Breakdown.** If the project will equip more than one agency operated by an applicant, how many of each category of officer (tactical response officers; patrol/response/warrant-serving officers; other employed officers; other reserve officers) work in each agency. (For example, if a county’s application contains equipment for officers in a constable’s office and a sheriff’s office, those total should be broken-out here.)

Applicants should enter “n/a” in all other project narrative boxes.

Activities Tab – CJD Purpose Areas

Applicants must estimate the percentage of time officers proposed to be equipped under their project will be specifically assigned to:

- 1) Educational campuses;
- 2) Jails or prisons;
- 3) Juvenile facilities (not regular K-12 or college campuses);
- 4) Victim services facilities;
- 5) General (all other areas)

Activities Tab – Fund Source Information and Requirements

If the officers to be equipped with grant funds are explicitly assigned to specific educational campuses (K-12 or higher education), the applicant must enter the TOTAL students at ALL campuses that will be served by the project.

Activities Tab – OOG-Defined Project Activity Area

Applicants should assign 100% of their project activity to “Equipment and Technology”. For the Description of Activity, “Equipping officers with Type III and Type IV body armor” is sufficient.

Measures Tab

There are no additional measures required for this grant program.

Budget Tab

Applicants must submit a budget line item for each type of item being purchased, including the expected make and model of the item and the quantity of item to be purchased. For example, a budget line item listing a quantity of one and a description reading “12 bullet resistant vests” is incorrect. That budget line item should list a quantity of 12 and a description reading “Bullet resistant vests by [manufacturer] of model [model of vest]”.

Applicants receiving awards are not locked-in to the make and model of equipment in their application, but must consult with their grant manager and request a budget adjustment changing the make and model *before* making any purchases. CJD reserves the right to deny a requested change, and any purchases of equipment not listed in the approved budget are not guaranteed to be reimbursed.

Submit.Application and Certify.Application Tabs

After completing the application, submit the application by selecting the “Submit Initial Application” button on the bottom of the Submit.Application tab. (If your application is missing information, a list of errors will appear on the Submit.Application tab.)

After the initial submission, the project officials will receive an email notification. The Authorized Official must then log-in to the application and certify the application by selecting the “Certify Official Application” button at the bottom of the Certify.Application tab (only visible once the application has been initially submitted).

Applications are not complete until the Authorized Official has CERTIFIED the application, and they must do so BEFORE the application deadline.

For support documents and “how-to” videos and other resources, including the Guide to Creating an Application, see the eGrants support page at <https://egrants.gov.texas.gov/updates.aspx>.

Step 4: Review your Funding Decision

Selection and Fund Allocation Criteria

CJD will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, CJD will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

In the event that the total requested funds exceed available funding, CJD may also prioritize applications for municipal police departments, sheriff's offices, or – within projects – officers engaged in tactical response and regular patrol/response or warrant-execution duties.

Final Decisions – All Projects: The executive director will consider the analysis described above along with other factors and make all final funding decisions. Other factors may include need, cost effectiveness, overall funds availability, CJD or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

CJD may not fund all applications or may only award part of the amount requested. Per Title 1, Section 3.9 of the Texas Administrative Code, all funding decisions made by the executive director are final and are not subject to appeal. The receipt of an application by CJD does not obligate CJD to fund the grant or to fund it at the amount requested.

Announcements

After CJD makes final funding decisions, each applicant will receive either an unfunded notice, a preliminary decision notification, or a final grant award. The award will provide all of the conditions and requirements of the grant. Release of final grant awards are always contingent on CJD's receipt of the federal grant award under which the program is funded and CJD cannot release or guarantee funding to any applicant until that award is received and acceptance is processed and a determination is made that adequate funding is available. All grantees receiving federal and state funds must comply with the applicable statutes, rules, regulations, and guidelines related to the funding source under which the grant is funded. In instances where both federal and state requirements apply to a grantee, the more restrictive requirements apply.

Appendix: Required Certifications

Applicants must certify that they will comply with the following requirements to the extent that they are applicable. CJD, at its sole discretion, will determine the applicability of requirements:

A. Constitutional Compliance: Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

B. Required Agency Policies: Applicant assures that it has adopted policies addressing the deployment and allocation of vests or plates to its officers; and the usage of vests or plates by its officers. CJD requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. CJD also requires the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty in order to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See [“A Practitioner’s Guide To the 2011 National Body Armor Survey of Law Enforcement Officers”](#) For more information.

C. NIJ Body Armor Standards. Applicant assures that body armor purchased with grant funds will comply with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) for type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers.

D. Personally Fitted Vest Requirement. Applicant assures that all body armor vests purchased with grant funds will be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. “Personally fitted” does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:

- 1) Correctly-sized panels and carrier, determined through appropriate measurement; and
- 2) Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) available at no cost. The [Personal Armor Fit Assessment checklist](#), is excerpted from ASTM E3003.

E. Uniform Crime Reports: Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the twelve previous months.

F. Criminal History Reporting: The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2012 through 2016, as of August 31, 2017.

G. Immigration and Customs Enforcement Requests: The full text of this certification is found at http://gov.texas.gov/cjd/dhs_detainerrequest. To be in compliance with this requirement, any county or municipal government that includes a department that detains individuals after arrest for a criminal violation must provide a letter signed by the head of each such department certifying to the requirements. This letter may be used for any application submitted to OOG for a period of up to two years from the date it is signed. If the applicant has submitted a letter to CJD in the prior year, that letter meets the requirement of this section. If that period expires during the project period of any grant, the grantee must submit an updated letter for each such grant to remain in compliance with this requirement. All applicants must select one of the following options:

- Applicant is not a county or municipal government.
- Applicant is a county or municipal government and does not include any department that detains individuals after arrest for a criminal violation at any time.
- Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. Letters certifying compliance and signed by the heads of all such departments have been uploaded to this application.
- Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. The Authorized Official has read the certification found at http://gov.texas.gov/cjd/dhs_detainerrequest. Further, the Authorized Official will not be submitting signed letters certifying compliance from the heads of all such departments and understands that failure to comply with this certification may result in OOG, at its sole discretion, rejecting this application and any other application from the relevant county or municipal government.

H. Civil Rights Liaison: A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Overall Certification: Each applicant agency must certify to the specific requirements detailed above as well as all requirements within the CJD funding announcement and *Criminal Justice Division & Homeland Security Grants Division Grantee Conditions and Responsibilities* document to be eligible for this program.

About CJD

Our mission at the Criminal Justice Division is to direct much needed resources to those who are committed to making Texas a safer place and those who help victims of crime to recover and feel safe again. In carrying out this mission, we are committed to helping our grantees by actively finding ways for them to accomplish their goals and by making sure that we always have our eye to identifying the approaches that work best. We envision positive and beneficial working relationships with our grantees where we provide as much assistance as is needed and where we are always ready with answers, not burdensome restrictions or requirements.

CJD is providing over \$250 million in funding to hundreds of organizations during state fiscal year 2016 for juvenile justice, delinquency prevention, victims services, law enforcement, prosecution, courts, specialty courts, prevention of child sex trafficking, and other types of projects to benefit Texans.

Version 4: June 30, 2017



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.1.

Meeting Date: 10/02/2017

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Lease-Purchase Financing of Various Pieces of Capital Equipment

Issue:

Obtaining Council approval to solicit bids for the lease-purchase financing of various pieces of capital equipment

Background:

The City has realized savings on several projects by performing the work in-house instead of using outside contractors. Staff has identified additional projects that could be done in-house resulting in substantial savings. However, additional equipment will be needed including two (2) dump trucks, a mechanical sweeper, micro-planer, roller, wheel excavator, wheel loader, hydraulic zipper machine, slip-form paver and a trailer. The City has also budgeted for a fire rescue truck for \$600,000.00. Because these are large dollar purchases, expected to total about \$2.6 million, staff is recommending the lease-purchase financing of this equipment to spread out the purchase costs over several years. Lease payments were budgeted in the fiscal year (FY) 2018 Budget in the Fleet Replacement Fund.

Origination:

Finance Department

Financial Consideration:

The cost of advertising will be approximately \$200.00.

Staff Recommendation:

It is recommended that City Council approve this request to advertise for bids for the lease-purchase financing of various pieces of capital equipment.

Alternatives:

As may be recommended by City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.1.

Meeting Date: 10/02/2017

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Presentation from the Sherman Independent School District



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.2.

Meeting Date: 10/02/2017

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Presentation from Police Sergeant D. M. Hampton on the Police Department's Annual Halloween Event, "Fright Fest"

Issue:

The Police Department's 16th annual Halloween "Fright Fest" on Tuesday, October 31, 2017 from 6:00 p.m. to 8:30 p.m.

Background:

"Fright Fest" is the non-profit Halloween event sponsored by the Police Department, offering children and parents a safe, controlled environment in which to trick-or-treat. The Police Department will again provide a live band, "Willie Kickit", who gave an excellent performance at last year's "Fright Fest".

There is no fee charged to the participants to set up; and they are allowed to advertise in any way they choose. They are only asked to show up and bring a lot of candy to give away. In the past, participants have set up booths ranging from a simple card table and chair to an elaborate haunted house, built on site. A trophy is awarded to the group with the best display.

Origination:

Police Department

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

The Council need take no action on this agenda item - informational only.

Attachments

2017 Fright Fest Flyer



SHERMAN POLICE DEPARTMENT

FRIGHT FEST

**Tuesday,
October 31, 2017
6:00 pm – 8:30 pm**

**Municipal Grounds
(400 block N. Rusk)**



Once again, the Sherman Police Department is getting ready for the Halloween activity known as Fright Fest. In case you don't know, Fright Fest is a Halloween event sponsored by the Sherman Police

Department that offers kids and parents a safe, controlled environment in which to trick-or-treat. It was started after the attacks on 9-11 to give parents a feeling of security.

Basically, contact is made with as many businesses, government agencies, church groups, and other organizations as possible and arrange for them to set up a booth and hand out candy. The event is held on the Municipal Grounds in Sherman (across from Bearcat Stadium) and the Sherman Police Department will provide for a live band (Willie Kickit).

There is no fee charged to the groups to set up and you are allowed to advertise in any way you choose. Vendors are prohibited from selling any items.

All we ask is that your group/business shows up and brings a lot of candy to give away. In the past, participants have set up booths as simple as a card table and chair to as elaborate as a haunted house built on site. The "Cindy Carr Spooky Booth" trophy is awarded to the group with the best display. The event usually draws anywhere from 1500 to 3000 trick-or-treaters and their parents from all over the Grayson County area.

**SET-UP BEGINS AT NOON.
BOOTHS MUST BE SET UP
NO LATER THAN 5:00 P.M.**

If your organization would like to participate, please email (preferable) Sgt. D.M. Hampton at dmh@ci.sherman.tx.us and provide the following:

Subject Line: Fright Fest 2017

Group/Business Name

Contact Name, Phone and Email

Type of Set up: Table, Canopy, or other set up

Need Electricity: Yes or No

A confirmation email will be sent upon receipt of the above information.

The deadline to sign up is Friday, October 27th, 5:00 pm.

If phone contact is required,
call 903-893-7365.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.3.

Meeting Date: 10/02/2017

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Presentation from Community and Support Services Manager Nate Strauch regarding the "Neighborhood Refresh Initiative"

Issue:

The "Neighborhood Refresh Initiative"

Background:

One of the Council's priorities during the budget process was the creation of an initiative to help clean up blighted properties around Sherman. The program envisioned by city staff - tentatively nicknamed the "Neighborhood Refresh Initiative" - would focus proactive efforts by city departments on one area of the city each quarter of the year, beginning with the southwest quarter and continuing clockwise as the year proceeds.

The departments involved in this effort would be code enforcement (junk trash and debris), police (junk vehicles, compliance), solid waste (illegal dumping, trash pile pick-up), animal control (loose animals), and substandard structures. Each department will commit resources to proactive enforcement, which will include roving patrols through the focus-area of the city.

Additionally, this initiative will have an internal aspect. Departments are rolling out tools to foster inter-departmental communication, which will include shared work documents as well as mapping software to organize the initiative's activities, provide additional workflow tools, and allow for data sharing across department lines.

Origination:

Assistant City Manager Steve Ayers
Council direction

Financial Consideration:

The cost of city-wide analytic software to organize the initiative would be \$7,500.00 per year.

Staff Recommendation:

It is recommended that this program be implemented, with proactive patrols starting on October 2.

Alternatives:

As directed by Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.4.

Meeting Date: 10/02/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Rejection of Bids for Construction of the Sherman Streetscape Phase II Project

Issue:

To consider the rejection of all bids received for construction of the Sherman Streetscape Phase II Project

Background:

At a regularly scheduled meeting on July 18, 2016, the City Council authorized the execution of an Advanced Funding Agreement between the City of Sherman and the State of Texas, acting by and through the Texas Department of Transportation (TxDOT), for a Transportation Alternatives Program Project (Sherman Streetscape Phase II). This project was selected by TxDOT for the Transportation Alternatives Program, which provides partial funding for the project. The total project construction is estimated at \$515,928.00; and our share is estimated to be \$40,783.00. The bid for construction was advertised, pursuant to the City Council's approval at the August 7, 2017 meeting; and two (2) bids were received and opened on September 7, 2017. Of these submitted bids, one was rejected as unresponsive; and the responses from the listed references for the remaining bid were viewed as unsatisfactory. City staff recommends the rejection of all bids. The project will be rebid later this year.

Origination:

Engineering Department

Financial Consideration:

Costs for re-advertising would be approximately \$200.00.

Staff Recommendation:

It is recommended that all bids be rejected and City staff be authorized to re-advertise for public bids.

Alternatives:

As may be directed by the City Council

Attachments

Bid Opening Score Sheet

Bid Opening
Thursday, September 07, 2017
Sherman Streetscapes Phase II
2:00 PM
City of Sherman
Public Works Project # 2980 and Bid Number 2017-11

Contractor	Base Bid Price	Signed	Additive Alternate #1	5% Bid Security Received	Addendum #1 Acknowledged
O3 Concrete					
Ed Bell Construction					
Jerry Paul Higgins, LTD					
Atlas Construction					
Beezley Development	\$378,054.65	✓	\$362,001.85		✓
Mitchell Enterprises, LTD	\$398,672.73	✓	\$352,405.06	✓	✓
Lynn Vessels Construction, LLC					
Richard Drake Construction Company					
Seneca Construction					
Piazza Construction, LLC					
GHB Equipment					
Overland Corporation					



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.5.

Meeting Date: 10/02/2017

Prepared By: Steve Ayers, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of Downtown Sherman NOW to Temporarily Close Certain Streets for the "Stroll on the Square & Texoma's Best Bite" on Saturday, October 7, 2017

Issue:

Downtown Sherman NOW is requesting to temporarily close Crockett Street (between Lamar Street and Houston Street), Travis Street (between Lamar Street and Houston Street), and Travis Street (between Houston Street and Wall Street) on Saturday, October 7, 2017 from 1:00 p.m. to 11:00 p.m. for the "Stroll on the Square & Texoma's Best Bite".

This event will include wineries located inside of participating businesses downtown, musicians playing for the event, and downtown stores open for shopping. Restaurants and caterers will be inside businesses and outside around the square and closed streets, offering samples of their food and competing in "Texoma's Best Bite". Downtown Sherman NOW will provide the wineries with the necessary information to enable them to obtain festival permits from the Texas Alcoholic Beverage Commission for the sale of tickets to the patrons of this event.

Background:

This is one of several events planned by Downtown Sherman NOW.

Origination:

Ms. Karen Tooley, Executive Director, Downtown Sherman NOW

Financial Consideration:

Barricades and cones would be provided by the City of Sherman Street Department. Solid waste receptacles would be provided by the City of Sherman Solid Waste Department. Downtown Sherman NOW would work with the Sherman Police Department to arrange for security officers necessary for the event. Downtown Sherman NOW has been instructed that emergency vehicle accessibility must be maintained throughout the closed streets at all times.

Staff Recommendation:

It is recommended that the Council authorize the use of City resources to provide barricades, cones, solid waste receptacles, and security support as requested.

Alternatives:

As directed by the Council

Attachments

Request letter dated August 18, 2017

2017 "Stroll on the Square & Texoma's Best Bite" Map

18 August 2017

Ms. Sarah McRae
Sherman Tourism Director/Main Street Manager
PO Box 1106
Sherman, TX 75091



Dear Sarah,

Downtown Sherman NOW (formerly Downtown Sherman Preservation & Revitalization) would like city approval to hold an event, Stroll on the Square. The details are below. If I can answer questions or help clarify this request, please do not hesitate to contact me by email (kctooley@msn.com) or phone (903-816-2811).

Sincerely,

Karen Tooley

Executive Director, Downtown Sherman NOW

Name of Event: Stroll on the Square & Texoma's Best Bite

Date/Time of Event: Saturday, 7 October 2017, 6:00 pm - 9:30 pm

Description of Event:

Wineries will be located inside businesses downtown and possibly under popup tents on the square and in parking lots (as TABC allows). Restaurants and Caterers will be situated inside businesses, outside on the closed streets, and on the sidewalks offering free samples of food (and competing in a competition called "Texoma's Best Bite".) Stores will be open for shopping. Musicians will be inside

stores, on the courthouse square, and along the sidewalks (where room allows.)
The wine stroll is limited to 500 participants.

Street Closure Request:

From 1:00-11:00 pm: 100 blocks of S Travis, S Crockett and N Travis St.

Supplies Requested: 16 rolling trash cans & 50 orange traffic cones (delivered to the east side of the courthouse near the trash dumpsters)

TABC Permit: Downtown Sherman NOW will provide the wineries with the necessary information to enable them to obtain festival permits from TABC.

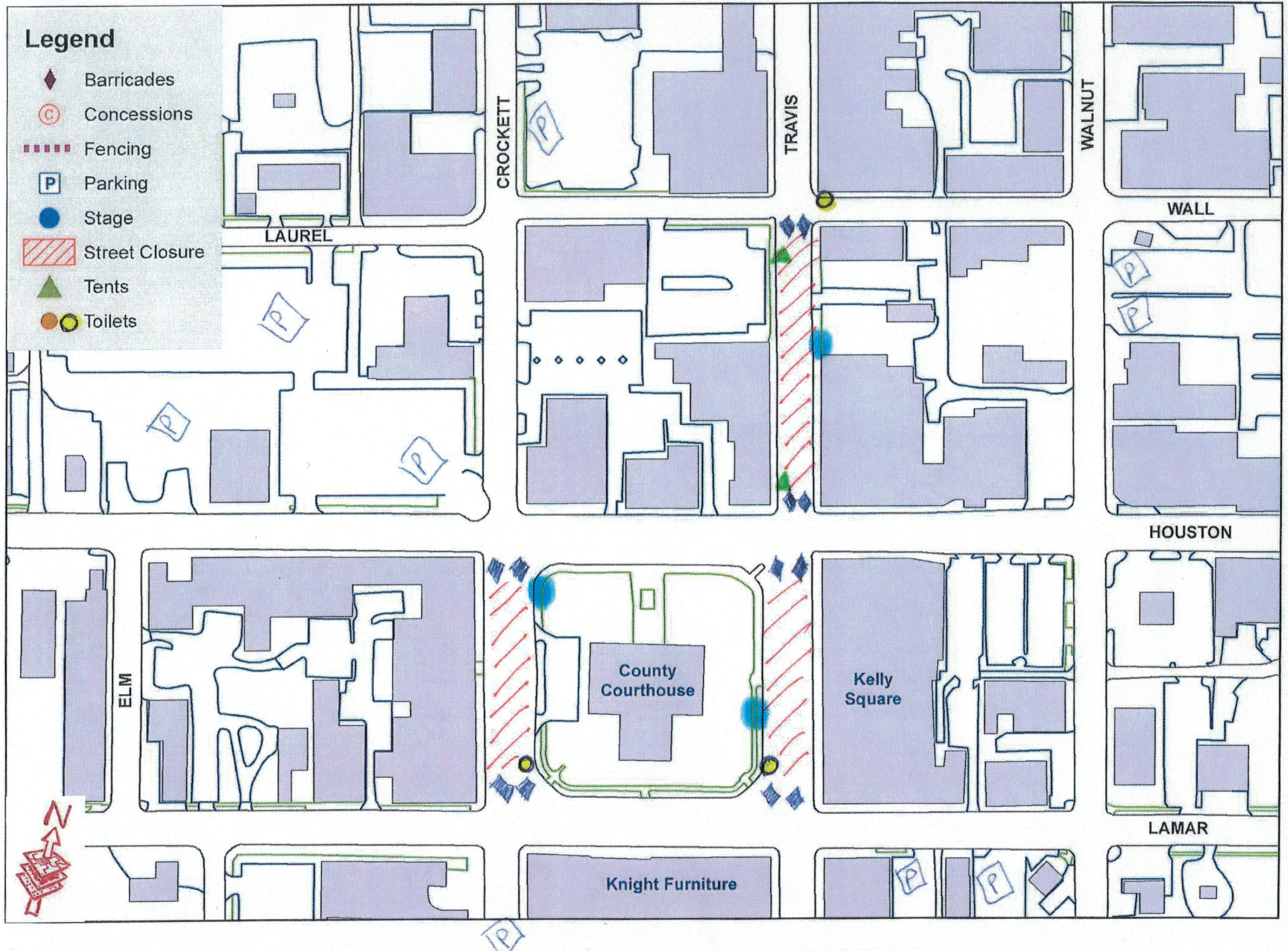
Event Title

Stroll on the Square & Texoma Best Bites

Use "Legend" to indicate event setup locations and any items needed by the City.

Legend

- ◆ Barricades
- Ⓢ Concessions
- ⋯ Fencing
- Ⓟ Parking
- Stage
- ▨ Street Closure
- ▲ Tents
- Toilets





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

K.2.

Meeting Date: 10/02/2017

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6276

Authorizing Execution of a Development Agreement with 58 Aggie Development, LLC for the Construction of Public Facilities in Proposed Sherman Tax Increment Reinvestment Zone #7 in the City of Sherman

Issue:

The construction of public facilities in Proposed Sherman Tax Increment Reinvestment Zone #7 (TIRZ #7)

Background:

City staff has been in discussions with a developer regarding developing the property currently jointly owned by the City and SEDCO at the southeast corner of Hwy 75 and FM 1417. This agreement lays out the agreement under which infrastructure will be developed within this area on behalf of the City.

Origination:

Department of Public Works and Engineering
City Manager

Financial Consideration:

None

Staff Recommendation:

Staff recommends approval of the Development Agreement.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6276
Development Agreement
Location Map

RESOLUTION NO. 6276

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH 58 AGGIE DEVELOPMENT, LLC FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN PROPOSED SHERMAN TAX INCREMENT REINVESTMENT ZONE #7 IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with 58 Aggie Development, LLC for the construction of public facilities in Proposed Sherman Tax Increment Reinvestment Zone #7 located at the southeast corner of U.S. Highway 75 and F.M. 1417 (Heritage Parkway) in the City of Sherman, Grayson County, Texas, in the same or substantially same form as the contract documents to be attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of _____, 2017.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF SHERMAN AND 58 AGGIE DEVELOPMENT, LLC**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2017 (the "Effective Date"), by and among the City of Sherman ("City"), a municipal corporation organized under the laws of the State of Texas, and 58 Aggie Development, LLC ("Developer").

WITNESSETH:

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

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

WHEREAS, Developer owns or controls lands located in Sherman, Texas, and described to the City by the Developer as 58 AGGIE - SHERMAN and attached hereto and made a part hereof as if fully set out in this paragraph as Exhibit "A" and hereinafter referred to as the "Property", and Developer intends to develop the Property by constructing improvements thereon; and

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

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

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

**ARTICLE I.
SPECIFIC CONTRACT PROVISIONS**

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

title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

2. **Assurance of Accuracy of Documents:** Developer has caused or will cause the subdivision plat of the Property (the "plat") and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.
3. **Development Documents:** Any and all Plats, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the Development depicted on the Plat (hereinafter the "Development") shall be deemed confirmed, ratified, and agreed upon by both parties and attached hereto as Exhibit "B". Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract, as applicable to the Development; and all of the work of the Project will be done under the supervision of the City Engineer (as defined in Paragraph 8 of this Article) to City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement as a part thereof for all purposes.
4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.
5. **Performance Bond:** No work shall be performed within the Development until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City, unless Developer can show good cause to the City Manager as to why this requirement should be waived. If found to be necessary, such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Development, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.
6. **Phased Development:** The Parties understand and agree that the Development contemplated by this agreement shall be completed in phases as designated by the developer and approved by the City Manager. The Parties agree that this agreement and its terms apply to any singular Phase of the Development singularly and equally to the Development in its entirety.

7. **Availability of Public Facilities:** No public facilities will be made available to any lot within any segment of this Development until the work on each segment is performed and approved as agreed upon in this Agreement.
8. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.
9. **City Engineer:** Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.
10. **Coordination of Work:** The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.
11. **Utility Arrangements:** The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.
12. **Fees:** Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.
13. **Guarantee or Maintenance Bond:**
 - A. If, within one year after the acceptance, defects should appear in the materials or workmanship, the Developer shall have such defects promptly repaired at its own expense, and shall leave the work as intended by the plans and specifications. This guarantee will apply to all parts of the work which have been accepted by the City.
 - B. Instead of the Guarantee set for in subparagraph (A) of this paragraph, Developer may provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The Bond shall name the City as an obligee

under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.

14. **WAIVER OF RIGHTS UNDER STATE LAW:**

- A. Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY SIGNATURE ON THIS AGREEMENT, DEVELOPER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. DEVELOPER AGREES THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.
- B. BOTH DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AND WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN THE DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

15. **Other Provisions:**

- A. Upon Completion of any phase of the Development, one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.
- B. Upon Completion of any phase of the Development, the City agrees to reimburse to the Developer all documented actual costs for construction and installation of public facilities as dedicated to the City up to One Million Five Hundred Thousand Dollars (\$1,500,000.00) via a Tax Increment Reinvestment Zone. Project management costs shall be reimbursed at no more than three percent (3%) of the documented, actual project costs.
- C. City agrees to waive all engineering plan review, inspection, and testing fees.
- D. Developer agrees that the development, as set forth in the Contract Documents, will comply with all federal, state and local laws relating to the discharge of storm water upon completion of the development.
- E. Developer and City agree that any and all goods and services relative to infrastructure dedicated to the City are exempt from state and local sales tax in accordance with Texas Tax Code §§151.309 and 151.311.
- F. City agrees to demolish all existing structures on-site and provide the necessary back fill to make the site construction ready.

ARTICLE II.

GENERAL CONTRACT PROVISIONS

1. **Force Majeure.** If the performance of any of the parties hereto is delayed by reason of war, civil commotion, acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualty, court injunction or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed. The terms above shall not apply to extend the time permitted for any payment obligations set forth in this Agreement.
2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPERS EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES,

REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HERewith, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. **THIS INDEMNITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND DOES NOT WAIVE ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

3. **Authority to Bind.** Each general partner or member executing this Agreement on behalf the Developer represents that, by executing this Agreement in such capacity, it acts within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.
4. **Events of Default.** A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.
5. **Remedies Available to City.** If a default by Developer shall occur and continue, after thirty (30) days' notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.
6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity.
7. **Venue and Governing Law.** This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

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

CITY: City of Sherman, Texas

DESIGNEE: Robby Hefton

ADDRESS: 220 W. Mulberry Street
Sherman, TX 75090

PHONE: 903-892-7200

FAX: 903-892-7355

DEVELOPER: 58 Aggie Development, LLC

DESIGNEE: _____

ADDRESS: _____

PHONE: _____

FAX: _____

9. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.
11. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
12. **Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto, provided, however, this Agreement shall not be assigned by Developer without prior written approval by the City Manager of the City, which approval shall not be unreasonably withheld or delayed. City may assign or delegate any of its rights or obligations under this Agreement but the same shall not constitute a novation.
13. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
14. **Interpretation of Agreement.** This is negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this ____ day of _____ 2017, with an original to each party.

Developer: 58 AGGIE DEVELOPMENT, LLC

BY: _____
NAME: _____
TITLE: _____

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

CITY: CITY OF SHERMAN

BY: _____
NAME: Robby Hefton
TITLE: City Manager

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

APPROVAL RECOMMENDED:

Clint Philpott, P.E. / Director Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney



1 inch = 500 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

K.3.

Meeting Date: 10/02/2017

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6277

Authorizing Execution of an Economic Development Program Agreement with 58 Aggie Development, LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code

Issue:

Approving an Economic Development Program Agreement with 58 Aggie Development, LLC (Developer) for incentives authorized under Chapter 380 (380 Agreement) of the Texas Local Government Code

Background:

City staff has reached an agreement with a developer to develop a commercial and retail center at the southeast corner of Hwy 75 and FM 1417 in Sherman. This development is expected to bring about \$25 million in investment to this corner when fully developed, and is expected to generate hundreds of thousands annually in sales tax revenue for the City. This agreement lays out the incentives offered to this developer via a Chapter 380 Agreement, which involves a cash grant of up to \$1.5 million over a seven year period, the annual amount of which is based on the annual sales tax collected within the development.

Origination:

58 Aggie Development, LLC
Robby Hefton, City Manager
Mayor and City Council Members

Financial Consideration:

This agreement will provide a cash grant equal to 50% of the sales taxes generated within the development, up to a total incentive of \$1.5 million. This agreement expires after 7 years.

Staff Recommendation:

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

Alternatives:

The City Council could deny the agreement.

Attachments

Resolution No. 6277

Chapter 380 Agreement

Exhibit A - "The Project Site"

Survey

Vicinity Map

RESOLUTION NO. 6277

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT WITH 58 AGGIE DEVELOPMENT, 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 Mayor be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from 58 Aggie Development, 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 and Agreement with 58 Aggie Development, LLC for the grant of incentives pursuant to Chapter 380 of the Texas Local Government Code, for the development and construction of a Commercial Retail Development, along with other possible improvements, within Tax Increment Reinvestment Zone #7, City of Sherman, Texas, 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 _____, 2017.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

THE CITY OF SHERMAN, TEXAS

AND

58 AGGIE DEVELOPMENT, LLC

“CHAPTER 380” ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT

This Economic Development Program Agreement (“Agreement”) is made and entered into by and between the City of Sherman, Texas, a home rule city and municipal corporation of Grayson County, Texas (the “City”), and 58 Aggie Development, LLC, a Texas limited liability company (the “Company”), as of _____, 2017 (the “Effective Date”).

W I T N E S S E T H:

WHEREAS, on October 2, 2017, the City adopted Resolution No. _____, which authorized the City to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code (“Chapter 380”);

WHEREAS, the Company currently owns or plans to purchase a certain tract of real property located within the City and as more particularly described on Exhibit A attached hereto (the “Project Site”);

WHEREAS, Company desires to enter into this Agreement with respect to the Project Site pursuant to Chapter 380;

WHEREAS, the Company will develop and construct a retail commercial development and facilitate the development of complimentary facilities (collectively, the “Commercial Retail Development”) on the Project Site;

WHEREAS, the City desires to provide, pursuant to Chapter 380, an incentive to the Company to promote continued local development within the City; and

NOW, THEREFORE, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration (including the application fee paid by or on behalf of the Company to the City), the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Authorization.

The City has concluded that this Agreement is authorized by Chapter 380, and is authorized by Resolution of the City.

2. Definitions.

The following definitions shall apply to the terms used in this Agreement:

“Agreement” has the meaning set forth in the introductory paragraph of this Agreement.

“Chapter 380” has the meaning set forth in the recitals to this Agreement.

“City” has the meaning set forth in the introductory paragraph of this Agreement.

“Commercial Retail Development” has the meaning set forth in the recitals to this Agreement.

“Company” has the meaning set forth in the introductory paragraph of this Agreement.

“Company Affiliate” means any Person, directly or indirectly controlling, controlled by, or under common control with the Company. As used in this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Effective Date” has the meaning set forth in the introductory paragraph of this Agreement.

“Force Majeure” means, without limitation, acts of God, or the public enemy, war, terrorism, criminal acts by unrelated third parties, riot, civil commotion, insurrection, governmental or de facto governmental action other than the City’s legislative zoning authority, fire, explosions, floods, strikes, adverse weather, or any other extraordinary event beyond the control of the Company (including, without limitation, broad based extraordinary economic events) that makes it reasonably impracticable to accomplish a desired objective.

“Grant Certification” has the meaning set forth in Section 5 of this Agreement.

“Person” means an individual or a corporation, partnership, trust, estate, unincorporated organization, association, or other entity.

“Project Site” has the meaning set forth in the recitals to this Agreement.

“Tax Code” means the Texas Tax Code, as amended from time to time.

“Term” has the meaning set forth in Section 3 of this Agreement.

All references in this Agreement to a “tax year” mean a calendar year.

3. Term.

This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until the grant incentive described in Section 4 of this agreement is paid for a period not to exceed seven (7) years.

4. Grant Incentive:

- (a) Cash Grant. Subject to Section 4(b), Section 4(c), and Section 4(d), the City shall, make a grant (in cash) to the Company as follows:
- i. An amount equal to Fifty Percent (50%)) of local sales taxes collected by the City as a result of commercial retail activity at the Project Site;
 - ii. Total Cash Grant shall not to exceed One Million Five Hundred Thousand Dollars and No cents (\$1,500,000.00) over the course of this Agreement.
 - iii. Local sales tax collected shall be determined by the City based on information obtained from the Texas State Comptroller's Confidential Sales Tax Report.
- (b) Operation Covenant. The Company shall construct and operate a Commercial Retail Development on the Project Site and shall remain in operation throughout the term of this Agreement.
- (c) Commencement Covenant. The Company shall commence construction of the Commercial Retail Development within twelve months of the effective date of this Agreement and shall commence commercial operations within two years of the effective date of this Agreement.
- (d) Covenant Not to Compete. The City agrees not to incentivize within its City Limits or Extraterritorial Jurisdiction and the Company agrees not to construct within twenty (20) miles of the Project Site, any Commercial Retail Development as defined herein during the course of this Agreement.
- (e) Property Tax Covenant. Throughout the term of this Agreement, the Company shall timely pay all property taxes for the Project and real and personal property located therein due and owing by it to all relevant taxing jurisdictions.
- (f) Payment of Grant. Grant shall be paid to the Company not later than thirty (30) days after the Company or a Company Affiliate has paid met the Certification/Verification requirements set forth in Section 5 of this agreement. The City hereby agrees that it has available and dedicated funds to make the grants contemplated by this Agreement.

5. Certification/Verification

On or before April 1 of each year this Agreement, the Company shall certify in writing to the City whether the conditions set forth in Sections 4(b) and (c), hereof have been met (each, a “Grant Certification”).

6. Default.

If the City defaults with respect to any of its obligations hereunder and fails, within thirty (30) days after delivery of written notice of such default from the Company, to cure such default, then the Company, by action or proceeding at law or in equity, may be awarded its damages for such default, including all reasonable attorneys’ fees and costs incurred in connection with such default. If the Company defaults with respect to any of its obligations hereunder and fails, within thirty (30) days after delivery of written notice of such default from the City, to cure such default or such longer time as is reasonably necessary to address a default due to Force Majeure or to address a default that cannot be cured within such 30-day period provided that the Company is diligently attempting to cure, then the City may terminate this Agreement.

The Company’s failure to meet a condition set forth in Sections 4(b) or (c) hereof shall result the loss of the grant incentive contemplated by this agreement. The Company’s only liability for failing to meet a condition or breach shall be those set forth in this Section 6 and Section 4.

7. Mutual Assistance.

The City and the Company shall take all reasonable measures that are necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

8. Representations and Warranties.

The City represents and warrants to the Company that this Agreement is within the scope of its authority and the provisions of its charter, and that it is duly authorized and empowered to enter into this Agreement under Chapter 380.

9. INDEMNIFICATION

- A. **IN ADDITION TO THE OTHER REMEDIES AFFORDED TO THE CITY IN THIS AGREEMENT, COMPANY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS COUNCIL MEMBERS, OFFICERS, EMPLOYEES, ATTORNEYS, CONTRACTORS, OR AGENTS (HEREINAFTER “CITY’S INDEMNIFIED PARTY”) FOR, FROM AND AGAINST ANY AND ALL LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, REASONABLE ATTORNEYS’ FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION, AND GOVERNMENTAL OVERSIGHT COSTS), ENVIRONMENTAL OR OTHERWISE, OF ANY NATURE, KIND OR DESCRIPTION OF**

ANY PERSON OR ENTITY RESULTING FROM COMPANY'S CONSTRUCTION AND OPERATION OF THE ELECTRIC GENERATION FACILITY.

- B. Notice of Indemnified Loss. The City's Indemnified Party shall promptly notify Company of any indemnified Losses or Claim for indemnified Losses in respect of which the City's Indemnified Party may be entitled to indemnification under this Section 9. Such notice shall be given as soon as reasonably practicable after the City's Indemnified Party becomes aware of the Loss or Claim for Losses.
- C. Defense of Third Party Claims. In the event any action or proceeding shall be brought against the City's Indemnified Party by reason of any matter for which the City's Indemnified Party is indemnified hereunder, Company shall, upon notice from the City's Indemnified Party or its authorized agents or representatives, at Company's sole cost and expense, resist and defend the same with legal counsel selected by Company; provided, however, that Company shall not admit liability in any such matter on behalf of the City's Indemnified Party without the City's express written consent. Nothing herein shall be deemed to prevent the City's Indemnified Party at its election and at its own expense from cooperating with Company and participating in the defense of any litigation by their own counsel. If Company fails to retain defense counsel within ten (10) business days after receipt of City's Indemnified Party written notice that the City's Indemnified Party is invoking its right to indemnification under this Agreement, the City's Indemnified Party shall have the right to retain defense counsel on their own behalf, and Company shall be liable for all usual and customary defense costs incurred by the City's Indemnified Party.
- D. Limitation on Indemnity. The amount owing to a City Indemnified Party will be the amount of the City Indemnified Party's Losses net of any insurance proceeds received by the City Indemnified Party following a reasonable effort by the City Indemnified Party to obtain such insurance proceeds.

10. Section or Other Headings.

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

11. Attorneys Fees.

In the event any legal action or proceeding is commenced to enforce or interpret provisions of this Agreement, each party shall be responsible for their own attorneys' fees.

12. Entire Agreement.

This Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein.

13. Amendment.

This Agreement may only be amended, altered, or revoked by written instrument signed by the Company and the City.

14. Successors and Assigns.

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and all Company Affiliates, and their respective successors and assigns. The Company may assign all or part of its rights and obligations hereunder (irrespective of whether the Company ever owns all or any part of the Project Site) (a) without the prior written approval of the City, to any Company Affiliate, (b) without the prior written approval of the City, to any Person that acquires all or a portion of the Project Site or any improvement thereon and then leases such property to the Company or any Company Affiliate, (c) without the prior written approval of the City, to any assignee that can meet the conditions set forth in Sections 4(b) (if still applicable), (c), and (d) above; and (d) to any Person not described in clause (a), (b) or (c) above, with the prior written approval of the City, which shall not be unreasonably withheld, conditioned or delayed. Any assignment in violation of this Section 14 shall (i) not affect any grants with respect to which the Company or any Company Affiliate is already entitled.

15. Notice.

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, hand delivered or sent by overnight delivery service (by any method of delivery offered by such overnight carrier), addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Company: 58 Aggie Development, LLC
4565 Lakeshore Drive
Waco, TX 76710
Attention: General Counsel

City: City Manager
City of Sherman
220 West Mulberry
Sherman, Texas 75091-1106

16. Interpretation.

Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

17. Applicable Law.

This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in a court located in Grayson County, Texas.

18. Severability.

In the event any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision 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.

19. Counterparts.

This Agreement may be executed in multiple counterparts (and may be delivered by telecopy, in addition to other means, with originals to follow), each of which shall be considered an original, but all of which shall constitute one instrument.

CITY OF SHERMAN, TEXAS

By: _____

DAVID PLYLER, MAYOR

ATTEST:

Linda Ashby, City Clerk
CITY OF SHERMAN, TEXAS
APPROVED AS TO FORM
AND LEGALITY:

Brandon Shelby, City Attorney

Date: _____

58 AGGIE DEVELOPMENT, LLC

(CORPORATE SEAL)

By: _____
Name: _____
Title: _____
Address: **4565 Lakeshore Drive**
 Waco, TX 76710

CITY ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared David Plyler, Mayor of the CITY OF SHERMAN, TEXAS, a municipal corporation, known to me to be the person acknowledged to me that the same was the act of the said CITY OF SHERMAN, TEXAS, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution of the City Council of the City of Sherman, Texas, and that he executed the same as the act of the said City for the purposes and consideration therein expressed and in the capacity therein stated.

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

Notary Public in and for
the State of Texas

Notary's Printed Name

My Commission Expires:

COMPANY ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ of 58 AGGIE DEVELOPMENT, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said entities.

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

Notary Public in and for
the State of Texas

Notary's Printed Name

My Commission Expires:

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020

Ph: (903) 463-6191 · Fax: (903) 463-4088 · Email: helveysurvey@cableone.net

TBPLS Firm Registration No. 10088100

Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578 – Kenneth N. Russell, RPLS No. 4409

22.330 Acres

SITUATED in the County of Grayson, State of Texas, and being a part of the Sherrod Dunham Survey, Abstract No. 329, and being a part of the 1.5698 ac. tract of land conveyed to the City of Sherman by Johnson & Johnson, a Corporation by Warranty Deed dated January 30, 1967 and recorded in Volume 1079, Page 392, Deed Records, Grayson County, Texas, and being all of the 7.409 ac. tract of land conveyed to the City of Sherman, Texas by the State of Texas by Deed Without Warranty dated July 22, 2009 and recorded in Volume 4682, Page 624, Official Public Records, Grayson County, Texas and being all of the 13.41 ac. tract of land conveyed to Sherman Economic Development Corporation by Garcha Corporation by Warranty Deed dated August 25, 2015 and recorded in Volume 5680, Page 685, said Official Public Records, and being more particularly described as one tract of land by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar found stamped "RPLS 4709" in the East right-of-way line of U. S. Highway No. 75, at the Northwest corner of the 12.166 ac. tract of land conveyed to Ramanujam K. Vangipuram in Volume 5948, Page 638, said Official Public Records, at the Southwest corner of said City of Sherman, Texas 7.409 ac., at the most Westerly Southwest corner of the herein described tract;

THENCE North 15 deg. 32 min. 24 sec. West, with the East right-of-way line of said U. S. Hwy. 75 and a West line of said City of Sherman 7.409 ac., a distance of 203.21 ft. to an angle point, being South 19 deg. East, 1.04 ft. from a 5/8 inch rebar found;

THENCE North 04 deg. 04 min. 42 sec. East, continuing with the East right-of-way line of said U. S. Hwy. 75 and a West line of said City of Sherman 7.409 ac., a distance of 317.16 ft. to a 1/2 inch capped rebar found stamped "RPLS 4709" at the most Westerly Northwest corner of said City of Sherman 7.409 ac., at the Southwest corner of said City of Sherman 1.5698 ac.;

THENCE North 04 deg. 13 min. 29 sec. East, continuing with the East right-of-way line of said U. S. Hwy. 75 and the West line of said City of Sherman 1.5698 ac., a distance of 279.09 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" at the intersection of the East right-of-way line of said U. S. Hwy. 75 with the South right-of-way line of F. M. Highway No. 1417, at the Northwest corner of the herein described tract;

THENCE North 74 deg. 36 min. 28 sec. East, over and across said City of Sherman 1.5698 ac., with the South right-of-way line of said F. M. Hwy. 1417, a distance of 150.00 ft. to an "x" cut in concrete set, at an angle point;

THENCE North 63 deg. 17 min. 52 sec. East, continuing over and across said City of Sherman 1.5698 ac., with the South right-of-way line of said F. M. Hwy. 1417, a distance of 50.99 ft. to a point at the South base of a concrete monument found, in the East line of said City of Sherman 1.5698 ac.;

THENCE South 15 deg. 21 min. 56 sec. East, with the East line of said City of Sherman 1.5698 ac., a distance of 20.00 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" at an Ell corner of said City of Sherman 7.409 ac.;

THENCE North 74 deg. 37 min. 24 sec. East, with a North line of said City of Sherman 7.409 ac., a distance of 189.06 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" in the West line of said Sherman Economic Development Corporation 13.41 ac., at the Northeast corner of said City of Sherman 7.409 ac.;

THENCE North 14 deg. 32 min. 11 sec. West, with the West line of said Sherman Economic Development Corporation 13.41 ac., a distance of 20.05 ft. to a point at the North base of a chainlink fence corner post, in the South right-of-way line of said F. M. Hwy. 1417, at the Northwest corner of said Sherman Economic Development Corporation 13.41 ac.;

THENCE North 74 deg. 36 min. 28 sec. East, with the South right-of-way line of said F. M. Hwy. 1417 and a North line of said Sherman Economic Development Corporation 13.41 ac., a distance of 341.96 ft. to a point at the South base of a concrete monument found, at an angle point;

Continued From Page One

THENCE North 88 deg. 13 min. 16 sec. East, continuing with the South right-of-way line of said F. M. Hwy. 1417 and a North line of said Sherman Economic Development Corporation 13.41 ac., a distance of 129.82 ft. to an angle point, being North 42 deg. East, 1.6 ft. from a broken concrete monument found;

THENCE North 75 deg. 01 min. 04 sec. East, continuing with the South right-of-way line of said F. M. Hwy. 1417 and a North line of said Sherman Economic Development Corporation 13.41 ac., a distance of 51.68 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" at the Northwest corner of the 0.84 ac. tract of land conveyed to Eric Pop and Kelly Pop in Volume 4809, Page 60, said Official Public Records, at the most Northerly Northeast corner of both said Sherman Economic Development Corporation 13.41 ac. and the herein described tract;

THENCE South 13 deg. 43 min. 46 sec. East, with the West line of said Pop 0.84 ac. and an East line of said Sherman Economic Development Corporation 13.41 ac., a distance of 329.28 ft. to a 3 inch pipe fence corner post at the Southwest corner of said Pop 0.84 ac., at an Ell corner of both said Sherman Economic Development Corporation 13.41 ac. and the herein described tract;

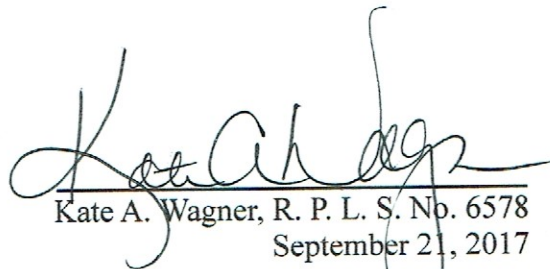
THENCE North 80 deg. 26 min. 37 sec. East, with the South line of said Pop 0.84 ac. and a North line of said Sherman Economic Development Corporation 13.41 ac., a distance of 114.42 ft. to a 1/2 inch rebar found in a West line of the 246.134 ac. tract of land conveyed to Rolling Meadows Associates in Volume 1716, Page 384, said Deed Records, at the Southeast corner of said Pop 0.84 ac., at the most Easterly Northeast corner of both said Sherman Economic Development Corporation 13.41 ac. and the herein described tract;

THENCE South 15 deg. 25 min. 36 ft. East, with the general course of a wire fence maintaining a West line of said Rolling Meadows Associates 246.134 ac and an East line of said Sherman Economic Development Corporation 13.41 ac., a distance of 620.43 ft. to a 1/2 inch rebar found at the Southeast base of a 4 inch bois d'arc corner post, at an Ell corner of said Rolling Meadows Associates 246.134 ac., at the Southeast corner of both said Sherman Economic Development Corporation 13.41 ac. and the herein described tract;

THENCE South 74 deg. 28 min. 16 sec. West, with the general course of a wire fence maintaining a North line of said Rolling Meadows Associates 246.134 ac. and the South line of said Sherman Economic Development Corporation 13.41 ac., passing the West end of said fence and continuing for a total distance of 641.52 ft. to a 1/2 inch rebar found in the East line of said Vangipuram 12.166 ac., at the Southwest corner of said Sherman Economic Development Corporation 13.41 ac., at the most Southerly Southwest corner of the herein described tract;

THENCE North 13 deg. 57 min. 11 sec. West, with the East line of said Vangipuram 12.166 ac. and the West line of said Sherman Economic Development Corporation 13.41 ac., a distance of 217.82 ft. to a 1/2 inch rebar found at the North base of a chainlink fence corner post, at the Northeast corner of said Vangipuram 12.166 ac., at the Southeast corner of said City of Sherman 7.409 ac., at an Ell corner of the herein described tract;

THENCE South 74 deg. 41 min. 12 sec. West, with the general course of a chainlink fence maintaining the North line of said Vangipuram 12.166 ac. and the South line of said City of Sherman 7.409 ac., passing a chainlink fence corner post at a fence corner and continuing for a total distance of 576.65 ft. to the **PLACE OF BEGINNING** and containing **22.330 ACRES** of land.


Kate A. Wagner, R. P. L. S. No. 6578
September 21, 2017



Bearing Base: Grid North, NAD83 Texas State Plane
Coordinate System, North Central Zone, as derived by
survey-grade Global Positioning System.

Legend:
agm = Atmos Gas marker
bcm = buried cable marker
mp = meter pole
pb = telephone pullbox
pp = power pole
rs = 1/2" capped rebar set "RPLS 6578"
ssmh = sanitary sewer manhole
tp = telephone pedestal
wm = water meter
wv = water valve

GRAPHIC SCALE



(IN FEET)
1 inch = 150 ft.

LINE TABLE		
LINE	LENGTH	BEARING
L1	317.16'	N04°04'42"E
L2	279.09'	N04°13'29"E
L3	150.00'	N74°36'28"E
L4	50.99'	N63°17'52"E
L5	20.00'	S15°21'56"E
L6	189.06'	N74°37'24"E
L7	20.05'	N14°32'11"W
L8	341.96'	N74°36'28"E
L9	129.82'	N88°13'16"E
L10	51.68'	N75°01'04"E

Owner: The City of Sherman & Sherman Economic
Development Corporation
Buyer: _____

This survey is for the sole benefit of the transaction by and between: the owner and buyer stated above, the buyer's Mortgage Co./Lender and Abstract/Title Co. and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with both the General Rules of Procedures and Practices as adopted by the Texas Board of Professional Land Surveying and the current Texas Society of Professional Surveyors standards and is a true and correct representation of the property shown hereon. Field Notes attached hereto.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0405 F, Revised Date: September 29, 2010.

Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: September 20, 2017

U. S. Hwy. 75

F. M. Hwy. 1417

22.330 Acres

part of the City of Sherman
1.5698 Acres, all of the City of
Sherman, Texas 7.409 Acres
and all of the Sherman Economic
Development Corporation 13.41 Acres

The City of Sherman, Texas
7.409 Acres
Vol. 4682, Pg. 624

Sherrod Dunham Survey
Abstract No. 329
Grayson County, Texas

Note: Easements shown hereon as per title
commitment (GF No. 305242) provided for the
Sherman Economic Development Corporation
13.41 ac. tract referenced hereon. No
Improvements were located during the course
of this survey per Owner's request.

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph: (903) 463-6191 Fax: (903) 463-4088
Email: helveysurvey@cableone.net
Texas Board of Professional Land Surveying
Firm Registration No. 10088100



1 inch = 500 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

K.4.

Meeting Date: 10/02/2017

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6278

Authorizing Execution of a Purchase and Sale Agreement with the Sherman Economic Development Corporation for the Conveyance of 8.899 acres of City-Owned Real Property at the Southeast Corner of U.S. Highway 75 and F.M. 1417 (Heritage Parkway)

Issue:

To consider the conveyance by a Purchase and Sale Agreement to the Sherman Economic Development Corporation (SEDCO) of the 8.899 acres of City-owned real estate at the U.S. Highway 75 and F.M. 1417 (Heritage Parkway) southeast corner

Background:

At a regularly scheduled meeting on June 6, 2016, staff identified a number of surplus tracts of real property owned by the City that are not being utilized for a public purpose. This property is being conveyed to SEDCO as part of a retail and commercial development effort to have this vacant land repurposed.

Origination:

City Manager's Office

Financial Consideration:

There is no financial impact to conveying this property to SEDCO.

Staff Recommendation:

It is recommended that the City Council authorize the conveyance to SEDCO of this tract of land.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6278

Special Warranty Deed - Former TxDOT Facility

Special Warranty Deed - Blalock Fire Station

Location Map

RESOLUTION NO. 6278

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION FOR THE CONVEYANCE OF 8.899 ACRES OF CITY-OWNED REAL PROPERTY AT THE SOUTHEAST CORNER OF U.S. HIGHWAY 75 AND F.M. 1417 (HERITAGE PARKWAY); 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 Purchase and Sale Agreement with the Sherman Economic Development Corporation for the conveyance of 8.899 acres of City-owned real property at the southeast corner of U.S. Highway 75 and F.M. 1417 (Heritage Parkway), in the total amount of Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000.00); and that the City Manager is further authorized to execute any and all deeds or other legal documents necessary to complete the sale of the aforementioned real property to SEDCO, in accordance with the terms and provisions of the contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2017.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

SPECIAL WARRANTY DEED

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRAYSON

§

THAT THE CITY OF SHERMAN, TEXAS, a Texas municipality ("Grantor"), of Grayson County, Texas, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to Grantor, in hand paid by Sherman Economic Development Corporation (SEDCO) ("Grantee"), whose address is 307 W Washington St #102, Sherman, TX, the receipt and sufficiency of which is hereby acknowledged, has **GRANTED, SOLD** and **CONVEYED**, and by these presents does hereby **GRANT, SELL** and **CONVEY** unto Grantee that certain tract or parcel of land located on FM 1417, being 7.409 acres in the Dunman Sherod Survey, Abstract 329, Property ID No. 125518, in the City of Sherman, Grayson County, Texas, and being more particularly described on Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and hereditaments thereto in anywise belonging unto the said Grantee and its assigns.

And Grantor hereby binds itself, its successors and assigns to forever warrant and defend the rights and title to said premises unto the said Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this instrument has been executed on this the _____ day of _____, 2017.

GRANTEE:

CITY OF SHERMAN, TEXAS

BY: _____

ROBBY HEFTON, CITY MANAGER

ATTEST:

BY: _____

LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____

BRANDON S. SHELBY, CITY ATTORNEY

Authorized by Resolution No. _____ dated

_____, 2017.

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 2017, by **ROBBY HEFTON, CITY MANAGER OF THE CITY OF SHERMAN**, a Texas municipality, who, being by me duly sworn, acknowledged to me that having been first duly authorized by said municipality so to do, he executed the above and foregoing instrument in the capacity stated, on behalf of said municipality, and as its act and deed.

WITNESS MY HAND AND OFFICIAL SEAL on this the _____ day of _____, 2017.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SPECIAL WARRANTY DEED

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

THAT THE CITY OF SHERMAN, TEXAS, a Texas municipality ("Grantor"), of Grayson County, Texas, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to Grantor, in hand paid by Sherman Economic Development Corporation (SEDCO) ("Grantee"), whose address is 307 W Washington St #102, Sherman, TX, the receipt and sufficiency of which is hereby acknowledged, has **GRANTED, SOLD** and **CONVEYED**, and by these presents does hereby **GRANT, SELL** and **CONVEY** unto Grantee that certain tract or parcel of land located at the 100 Block of FM 1417, being 1.49 acres in the Dunman Sherod Survey, Abstract 329, Property ID No. 125519, in the City of Sherman, Grayson County, Texas, and being more particularly described on Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and hereditaments thereto in anywise belonging unto the said Grantee and its assigns.

And Grantor hereby binds itself, its successors and assigns to forever warrant and defend the rights and title to said premises unto the said Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this instrument has been executed on this the _____ day of _____, 2017.

GRANTEE:
CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON, CITY MANAGER

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY, CITY ATTORNEY

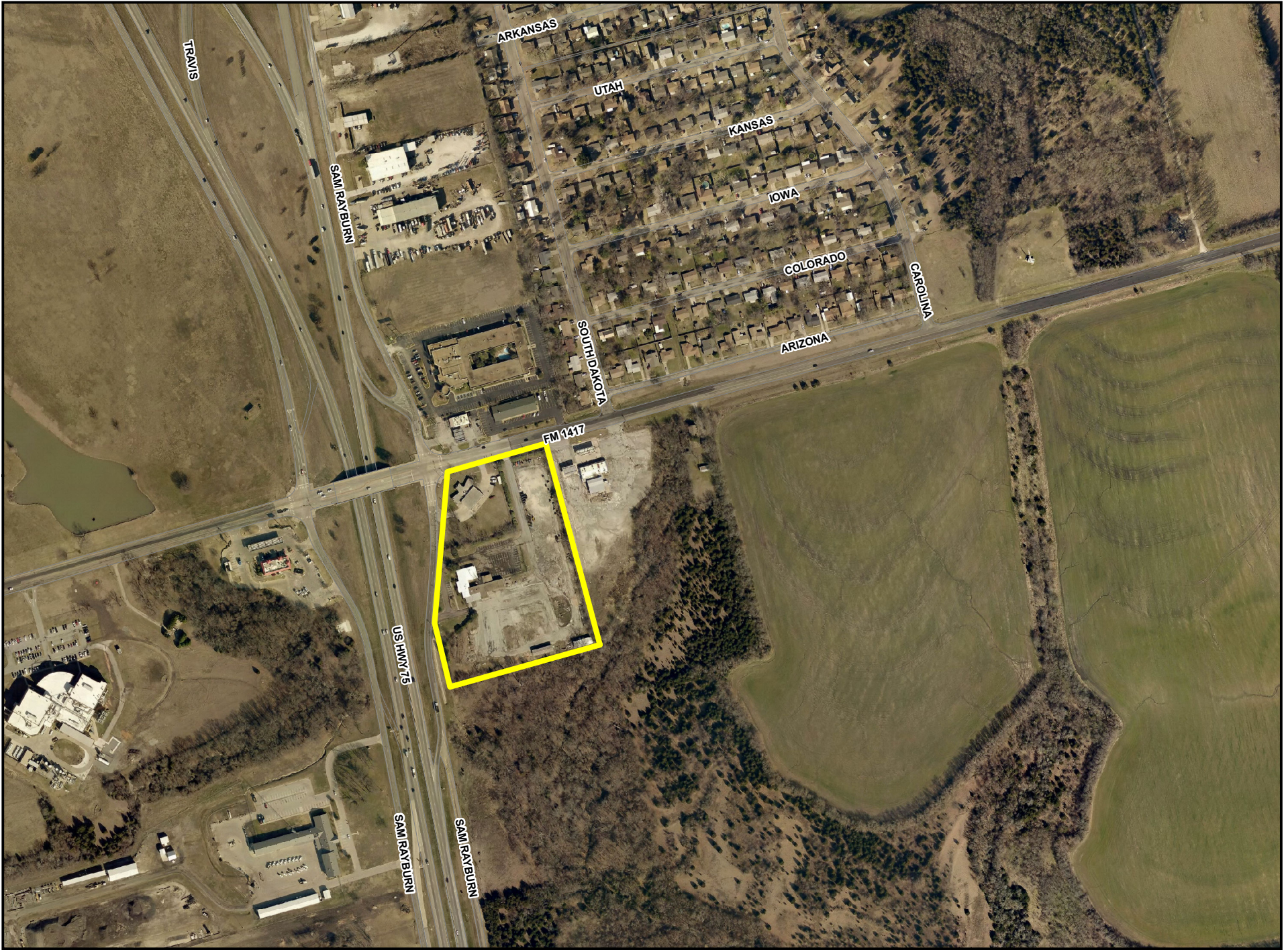
Authorized by Resolution No. _____ dated
_____, 2017.

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 2017, by **ROBBY HEFTON, CITY MANAGER OF THE CITY OF SHERMAN**, a Texas municipality, who, being by me duly sworn, acknowledged to me that having been first duly authorized by said municipality so to do, he executed the above and foregoing instrument in the capacity stated, on behalf of said municipality, and as its act and deed.

WITNESS MY HAND AND OFFICIAL SEAL on this the _____ day of _____, 2017.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



1 inch = 500 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

K.5.

Meeting Date: 10/02/2017

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6279

Authorizing Execution of Special Warranty Deeds to the Sherman Economic Development Corporation for the Sale City-Owned Surplus Real Property at the Southeast Corner of U.S. Highway 75 and F.M. 1417 (Heritage Parkway)

Issue:

To consider the conveyance by special warranty deed to the Sherman Economic Development Corporation (SEDCO) of the 8.899 acres of City-owned real estate at the U.S. Highway 75 and F.M. 1417 (Heritage Parkway) southeast corner

Background:

At a regularly scheduled meeting on June 6, 2016, staff identified a number of surplus tracts of real property owned by the City that are not being utilized for a public purpose. This property is being conveyed to SEDCO as part of a retail and commercial development effort to have this vacant land repurposed.

Origination:

City Manager's Office

Financial Consideration:

There is no financial impact to conveying this property to SEDCO.

Staff Recommendation:

It is recommended that the City Council authorize the conveyance to SEDCO of this tract of land.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6279

Special Warranty Deed - Blalock Fire Station

Special Warranty Deed - Former TxDOT Facility

Location Map

RESOLUTION NO. 6279

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF SPECIAL WARRANTY DEEDS TO THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION FOR THE SALE OF CITY-OWNED SURPLUS REAL PROPERTY AT THE SOUTHEAST CORNER OF U.S. HIGHWAY 75 AND F.M. 1417 (HERITAGE PARKWAY); 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 Special Warranty Deeds to the Sherman Economic Development Corporation (SEDCO) for the sale of the City of Sherman's surplus real property located at the southeast corner of U.S. Highway 75 and F.M. 1417 (Heritage Parkway), being 7.409 acres and 1.49 acres in the Dunman Sherod Survey, Abstract 329, Property ID Nos. 125518 and 125519, respectively, in the City of Sherman, Grayson County, Texas, in the total amount of Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000.00), in accordance with the terms and provisions of the contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2017.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

SPECIAL WARRANTY DEED

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

THAT THE CITY OF SHERMAN, TEXAS, a Texas municipality ("Grantor"), of Grayson County, Texas, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to Grantor, in hand paid by Sherman Economic Development Corporation (SEDCO) ("Grantee"), whose address is 307 W Washington St #102, Sherman, TX, the receipt and sufficiency of which is hereby acknowledged, has **GRANTED, SOLD** and **CONVEYED**, and by these presents does hereby **GRANT, SELL** and **CONVEY** unto Grantee that certain tract or parcel of land located at the 100 Block of FM 1417, being 1.49 acres in the Dunman Sherod Survey, Abstract 329, Property ID No. 125519, in the City of Sherman, Grayson County, Texas, and being more particularly described on Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and hereditaments thereto in anywise belonging unto the said Grantee and its assigns.

And Grantor hereby binds itself, its successors and assigns to forever warrant and defend the rights and title to said premises unto the said Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this instrument has been executed on this the _____ day of _____, 2017.

GRANTEE:
CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON, CITY MANAGER

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY, CITY ATTORNEY

Authorized by Resolution No. _____ dated
_____, 2017.

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 2017, by **ROBBY HEFTON, CITY MANAGER OF THE CITY OF SHERMAN**, a Texas municipality, who, being by me duly sworn, acknowledged to me that having been first duly authorized by said municipality so to do, he executed the above and foregoing instrument in the capacity stated, on behalf of said municipality, and as its act and deed.

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NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SPECIAL WARRANTY DEED

STATE OF TEXAS §
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COUNTY OF GRAYSON §

THAT THE CITY OF SHERMAN, TEXAS, a Texas municipality ("Grantor"), of Grayson County, Texas, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to Grantor, in hand paid by Sherman Economic Development Corporation (SEDCO) ("Grantee"), whose address is 307 W Washington St #102, Sherman, TX, the receipt and sufficiency of which is hereby acknowledged, has **GRANTED, SOLD** and **CONVEYED**, and by these presents does hereby **GRANT, SELL** and **CONVEY** unto Grantee that certain tract or parcel of land located on FM 1417, being 7.409 acres in the Dunman Sherod Survey, Abstract 329, Property ID No. 125518, in the City of Sherman, Grayson County, Texas, and being more particularly described on Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and hereditaments thereto in anywise belonging unto the said Grantee and its assigns.

And Grantor hereby binds itself, its successors and assigns to forever warrant and defend the rights and title to said premises unto the said Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this instrument has been executed on this the _____ day of _____, 2017.

GRANTEE:
CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON, CITY MANAGER

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY, CITY ATTORNEY

Authorized by Resolution No. _____ dated
_____, 2017.

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

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WITNESS MY HAND AND OFFICIAL SEAL on this the _____ day of _____, 2017.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



1 inch = 500 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 10/02/2017

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2017 Council Calendar

2017

JANUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY						
S	M	T	W	T	F	S
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26	27	28				

MARCH						
S	M	T	W	T	F	S
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APRIL						
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30						

MAY						
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28	29	30	31			

JUNE						
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JULY						
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23	24	25	26	27	28	29
30	31					

AUGUST						
S	M	T	W	T	F	S
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27	28	29	30	31		

SEPTEMBER						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER						
S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER						
S	M	T	W	T	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1/2/2017	New Years Day/Called Council Meeting on 1/3/2017 - Cancelled
3/21/2017	Called Joint Meeting with SISD Board of Trustees
4/21/2017	Called Budget Planning Mtg in Council Chambers
5/22/2017	Called Council Meeting for Introduction, PH and Adoption of Annexation Ordinance (459.6 acre tract on Preston Club Drive in ETJ)
6/15-16/2017	Called Budget Workshop in Council Chambers
7/3/2017	July 3rd Council Meeting Cancelled
7/31/2017	Called Council Meeting for 2nd PH of Annexation Ordinance (Kings Ridge on Norwood Street in ETJ)
9/4/2017	Labor Day/Called Council Meeting on 9/5/2017

[illegible]