

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JULY 17, 2017
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER CHARLES H. BROWN, SR.**
- A. 3. INVOCATION BY COUNCIL MEMBER CHARLES H. BROWN, SR.**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 19, 2017**

Public Hearing

- B. 1. PUBLIC HEARING**
Conduct the First Public Hearing Concerning the Annexation of a 19.379 Acre Tract of Land in Kings Ridge Addition on Norwood Street, Adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction
- B. 2. PUBLIC HEARING**
Final Statement/Action Plan for Program Year 2017 Community Development Block Grant
- B. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6033**
Creating a Charter Review Commission in the City
- B. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6034**
Amending Chapter 9 of the Code of Ordinances, entitled "Personnel", Article 9.05, entitled "Civil Service for Firefighters and Police Officers", at Section 9.05.026, entitled "Authorized Number of Positions", to Revise the Number of Authorized Positions in the Police Department
- B. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6035**
Providing for a Permanent "Speed Limit 30 MPH" Sign on Friendship Road South of S.H. 56 within the City Limits of the City of Sherman
- B. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6036**
Providing for a Permanent "Stop" Sign on Rosedale Street at Throckmorton Street within the City Limits of the City of Sherman
- B. 7. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6037**
Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", Article 13.08, entitled "Utility Billing", at Sections 13.08.003 and 13.08.004 to Provide a Deposit for Payment Delinquency and for the Early Refund of Deposits

- B. 8. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6038**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Liquor Store in a C-2 (General Commercial) District/O-1.1 (FM 1417) Overlay District at 1730 South F.M. 1417 (Heritage Parkway), being 2.590 acres in the Elizabeth Jones Survey, Abstract No. 625 (Kashmir Singh and Sandeep Kaur, Owners; and Tatchio & Associates, Architect); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- B. 9. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6039**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Social Entertainment Lounge in a C-1 (Retail Business) District/Central Business District at 221 South Travis Street, being the North 20' of Lot 5, Block 8, Original Town Plat, less and except the East Twelve Feet owned by the City of Sherman for an Alley (Wilson Children's Trust, Owners; Patrick A. Cravens, Tenant; and Sartin & Associates, Inc., Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- B. 10. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6040**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow D-BAT Texoma a Baseball and Softball Training Center with Batting Cages (Commercial Amusement Center) in a C-2 (General Commercial) District at 4113 North Frisco Road, being 4.643 acres in the W.F. Patterson Survey, Abstract No. 969 and the J. Hendrix Survey, Abstract No. 503 (Buffalo Gap Street Properties, LLC, Owners; D-BAT Texoma, Tenant; Joe Flores, Representative; and Helvey-Wagner Surveying, Inc., Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- B. 11. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6041**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow the Addition of a Self-Storage Facility in a C-1 (Retail Business) District/O-1.1 (FM 1417) Overlay District at 2105 South F.M. 1417 (Heritage Parkway), being Lot 3B, Block 1, Replat of Lot 3 of Community USA Addition (Sherman Storage 1, LLC, Owners; and Rod Tatchio, Tatchio & Associates, Architect); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- B. 12. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6042**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Climate Controlled Self-Storage Facility in a C-1 (Retail Business) District/O-1.1 (FM 1417) Overlay District at 2115, 2119, 2123 and 2127 South F.M. 1417 (Heritage Parkway), being Lot 3B, Block 1, Replat of Lot 3 of Community USA Addition (Sherman Storage 1, LLC, Owners; and Rod Tatchio, Tatchio & Associates, Architect); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- B. 13. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6043**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties Within the C-2 (General Commercial) District and Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Auto Repair Parking Lot in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn) Overlay District at 1330 South Austin Street, being the Proposed Lot 1 of the SCR 1 Addition, a Replat of a Part of Lot 8, Block 23 and a Part of Lot 4, Block 24 and Part of the Former Hester Street Right-of-Way between Blocks 23 & 24, B.H. Moore Heirs Addition (Sherman Collision Repair, LLC, Owners; and Sartin & Associates, Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Close Public Hearing and Consider Adoption of Ordinances

B. 14. ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 6033, 6034, 6035, 6036, 6037, 6038, 6039, 6040, 6041, 6042 and 6043

B. 15. 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

C. 1. RESOLUTION NO. 6238

Authorizing Execution of an Agreement for the Construction Phase of the Awarded Contract with Schmoldt Construction, Inc. as Construction Manager-at-Risk (CMAR) for Renovations to the Sherman Public Library

C. 2. RESOLUTION NO. 6239

Authorizing Execution of a Professional Services Agreement with Freeman-Millican, Inc. for the Design of an Effluent Reuse Facility and Associated Pipeline

C. 3. * RESOLUTION NO. 6240

Authorizing Execution of an Interlocal Cooperation Agreement between the City of Sherman, Texas, and the City of Allen, Texas

C. 4. * RESOLUTION NO. 6241

Authorizing Execution of a Development Agreement with Stonehollow Homes, LLC for the Construction of Streets, Storm Drainage, Water Main and Sanitary Sewer Main Improvements in Austin Landing, Phase 3, a 25.235-acre Development West of North Travis Street and South of Kreager Road in the City of Sherman

C. 5. * RESOLUTION NO. 6242

Authorizing Publication of the Proposed Final Statement/Action Plan for the Community Development Block Grant for Program Year 2017; Authorizing Submission of the Block Grant Application; Authorizing Execution of Certain Assurances of Compliance in Connection with the Administration and Conduct of the Community Development Program for Program Year 2017

Change Orders

D. 1. CHANGE ORDER NO. 1

West Canyon Creek Extension Project; Lynn Vessels Construction, LLC; \$367,504.06 Increase

D. 2. * CHANGE ORDER NO. 2

Approving the Greater Texoma Utility Authority's Intention to Execute Change Order No. 2 for Construction of the Sherman Wastewater Treatment Plant Biosolids Dewatering Project

Other Business

E. 1. OTHER BUSINESS

Mayor's Appointments to a Charter Review Commission

E. 2. OTHER BUSINESS

Review of the 2017-2018 Proposed Budget

E. 3. * OTHER BUSINESS

Approve Quarterly Investment Report for Quarter Ended June 30, 2017

E. 4. * OTHER BUSINESS

Replat Approval of SCR 1 Addition, being a Replat of a part of Lot 8, Block 23 and a part of Lot 4, Block 24, and part of the Former Hester Street Right-of-Way between Blocks 23 & 24, B.H. Moore Heirs Addition, being 0.5722 acres in the Samuel Blagg Survey, Abstract No. 56 and being the South 87.5 feet of Lot 8, Block 23 and the North 100 feet of Lot 4, Block 24 of the B.H. Moore Heirs Addition; Sherman Collision Repair, LLC, Owners; and Sartin & Associates, Inc., Surveyor (1330 and 1402 South Austin Street)

E. 5. * OTHER BUSINESS

Replat Approval of Lots 13 & 14, Preston Club, The Classics, Phase Two, being 0.436 acres in the Daniel Bickenback Survey, Abstract No. 128 and being all of Lots 13 and 14 of Preston Club, The Classics, Phase Two; Rossi Realty, LLC and Michael Stanley, Owners; and Helvey-Wagner Surveying, Surveyor (5012 and 5016 Eagle Ridge Trail, formerly 129 and 141 Eagle Ridge Trail)

E. 6. * OTHER BUSINESS

Replat Approval of Lots 11, 12, & 13, Block 11, Preston Club, The Legends Subdivision, Phase One, being 0.459 acres in the McMullen & McGloin Survey, Abstract No. 762 and the Daniel Bickenback Survey, Abstract No. 128, and being a Replat of Lots 11, 12 and 13, Block 11 of Preston Club, The Legends Subdivision, Phase One; Rossi Realty, LLC and Christopher and Amy Swindell, Owners; and Helvey-Wagner Surveying, Surveyor (3218, 3222 and 3226 Preston Club Drive, formerly 218, 220 and 222 Preston Club Drive)

E. 7. * OTHER BUSINESS

Replat Approval of Lot 2, Ameristate Plaza, being 3.309 acres in the T.J. Shannon Survey, Abstract No. 1137 and being all of Lot 2 of Ameristate Plaza; Sherman Hotels, LLC, Owners; and Underwood Drafting and Surveying, Inc., Surveyor (4344 Loy Lake Road)

F. CITIZEN REQUESTS

G. MEDIA QUESTIONS

Consider Board/Commission Appointments

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

- (a) Keep Sherman Beautiful Commission (1)

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

- (a) Parks and Recreation Advisory Board (1)

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

Section 551.074 Personnel Matters:

- (a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:
 - (1) Civil Service Commission (2)
 - (2) Red River Groundwater Conservation District Board of Directors (1)
 - (3) Sherman Housing Authority (2)

Section 551.087 Deliberation Regarding Economic Development Negotiations:

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

The Council reconvenes into General Session

K. 1. OPEN MEETING

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

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 July 13, 2017 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 13th day of July, 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 presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate, or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

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

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

<u>Mayor</u>	<u>Deputy Mayor</u>	<u>Council Members</u>	
David Plyler	Jason Sofey	Kevin Couch, Council-At-Large, PL #1	Terrence R. Steele, Council – District #2
		Jason Sofey, Council-At-Large, PL #2	Pamela L. Howeth, Council – District #3
		Shawn C. Teamann, Council – District #1	Charles H. Brown, Sr., Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

A.4.

Meeting Date: 07/17/2017

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 19, 2017

Attachments

June 19, 2017

STATE OF TEXAS §
COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on June 19, 2017.

**MEMBERS PRESENT: MAYOR DAVID PLYLER.
COUNCIL MEMBERS BROWN, COUCH, STEELE, TEAMANN.**

**MEMBERS ABSENT: DEPUTY MAYOR JASON SOFEY.
COUNCIL MEMBER HOWETH.**

CALL TO ORDER

Mayor Plyler called the meeting to order at 5:00 p.m. The Pledge of Allegiance and Invocation were given by Council Member Kevin Couch.

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of June 5, 2017. Council Member Steele moved to approve the Minutes as presented; Second by Council Member Brown. All present voted AYE. MOTION CARRIED.

CONSENT AGENDA

The Council reviewed the Consent Agenda. Council Member Teamann moved to approve the Consent Agenda, as presented. Second by Council Member Couch.

RESOLUTIONS

RESOLUTION NO. 6232 – FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC’S (“ONCOR” OR “COMPANY”) APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY’S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S ("ONCOR" OR "COMPANY") APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

Brandon Shelby, City Attorney, explained on March 17, 2017, Oncor filed for a rate increase. In April 2017, the City Council passed a resolution suspending that rate increase to allow the steering committee time to evaluate Oncor's request.

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The steering committee has since recommended that the cities deny the rate increase, and this resolution does that.

ACTION TAKEN.

Motion by Council Member Couch to adopt Resolution No. 6232, as presented. Second by Council Member Steele.

VOTING AYE: Brown, Couch, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6233 – AUTHORIZING EXECUTION OF A CONTRACT WITH PARSONS COMMERCIAL ROOFING FOR ROOF REPAIRS TO CITY HALL THROUGH THE TIPS PURCHASING COOPERATIVE

RES 6233
CITY HALL
ROOF REPAIRS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH PARSONS COMMERCIAL ROOFING FOR ROOF REPAIRS TO CITY HALL THROUGH THE TIPS PURCHASING COOPERATIVE; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

Steve Ayers, Assistant City Manager, said the timing couldn't be better, since the roof at City Hall was leaking this morning when employees arrived for work.

Estimates were taken through the interlocal government purchasing system, and the staff is requesting approval of a contract with Parsons Commercial Roofing to repair the roof at City Hall. The roof is approximately 17 to 18 years old.

He added that Resolution 6234 is a contract with Big Bear Roofing and Construction, to replace the roof at the Solid Waste Department Building, which is approximately 40 years old.

ACTION TAKEN.

Motion by Council Member Steele to adopt Resolution No. 6233, as presented. Second by Council Member Teamann.

VOTING AYE: Brown, Couch, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6234 – AUTHORIZING EXECUTION OF A CONTRACT WITH BIG BEAR ROOFING & CONSTRUCTION, LLC. FOR ROOF REPAIRS TO THE SOLID WASTE DEPARTMENT BUILDING THROUGH THE TIPS PURCHASING COOPERATIVE

RES 6234
SOLID WASTE DEPT.
ROOF REPAIRS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH BIG BEAR ROOFING & CONSTRUCTION, LLC. FOR ROOF REPAIRS TO THE SOLID WASTE DEPARTMENT BUILDING THROUGH THE TIPS PURCHASING COOPERATIVE. FINDING THAT THE MEETING AT WHICH

THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

ACTION TAKEN.

Motion by Council Member Couch to adopt Resolution No. 6234, as presented. Second by Council Member Steele.

VOTING AYE: Brown, Couch, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6235 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR ENGINEERING SERVICES FOR THE DESIGN OF THE CITY OF SHERMAN SLUDGE THICKENER REPLACEMENT PROJECT AT THE CITY’S WASTEWATER TREATMENT FACILITY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR ENGINEERING SERVICES FOR THE DESIGN OF THE CITY OF SHERMAN SLUDGE THICKENER REPLACEMENT PROJECT AT THE CITY’S WASTEWATER TREATMENT FACILITY.

CONSENT AGENDA.

RES 6235
SLUDGE THICKENER
REPLACEMENT
PROJECT

RESOLUTION NO. 6236 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PERKINS ENGINEERING CONSULTANTS, INC. FOR THE DESIGN OF THE CITY OF SHERMAN AERATION AND SECONDARY TREATMENT IMPROVEMENTS AT THE CITY’S WASTEWATER TREATMENT FACILITY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PERKINS ENGINEERING CONSULTANTS, INC. FOR THE DESIGN OF THE CITY OF SHERMAN AERATION AND SECONDARY TREATMENT IMPROVEMENTS AT THE CITY’S WASTEWATER TREATMENT FACILITY.

CONSENT AGENDA.

RES 6236
WWTP SECONDARY
TREATMENT
IMPROVEMENTS

RESOLUTION NO. 6237 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH JOSE TORRES CASTILLO AND CRISALIDA SERRANO GONZALES FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1801 EAST ALMA AVENUE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH JOSE TORRES CASTILLO AND CRISALIDA SERRANO GONZALES FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1801 EAST ALMA AVENUE.

CONSENT AGENDA.

RES 6237
RESIDENTIAL TAX
ABATEMENT
(1801 E. ALMA)

REQUEST TO ADVERTISE

CONTRACTING WITH CONSTRUCTION MANAGER-AT-RISK (CMAR) FOR RENOVATIONS TO FIRE STATION #5

The City Council approved the request to advertise for a Construction Manager-at-Risk for renovations to Fire Station #5, which is located at 3704 Frisco Road.

Fire Station #5 was built in 1974 and has not undergone significant renovations or improvement since construction. It is the smallest and busiest Fire Station in Sherman.

Currently, the facility lacks sufficient space for private dormitories, office space, multi-user restrooms, and shower facilities. The apparatus bay is too short to facilitate most modern fire apparatus, contributing to significant diesel exhaust build-up in the bay area and living quarters, resulting in exposure in station living quarters. The project is included in the FY 2017 Capital Improvement Program.

CONSENT AGENDA.

CHANGE ORDER NO. 1

HARRISON ELEVATED TANK REPAIR AND PAINT PROJECT, PRINCIPLE INDUSTRIAL SERVICES, LLC; \$42,241.10 DECREASE

The City Council approved Change Order No. 1 to Principal Industrial Services, LLC, in the amount of a decrease of \$42,241.10, for the Harrison Elevated Tank Repair and Paint Project.

The repair and painting of the interior of the storage tank has been completed and the change order adjusts the project quantities for the project. Due to increasing water demands, the tank will be placed back into service for the summer. The exterior of the tank will be painted later this Fall.

The change order results in a \$42,241.10 decrease in the contract amount, yielding a revised contract price of \$655,843.20.

CONSENT AGENDA.

CHANGE ORDER NO. 1

APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENT TO EXECUTE CHANGE ORDER NO. 1; SEARS LIFT STATION RELIEF SEWER IMPROVEMENTS; LYNN VESSELS CONSTRUCTION, LLC; \$4,194.97 INCREASE

The City Council approved the Greater Texoma Utility Authority's intent to execute Change Order No. 1 to Lynn Vessels Construction, LLC, in the amount of an increase of \$4,194.97, for the Sears Lift Station Relief Sewer Improvements.

The change order is a final, reconciliatory change order to adjust the final project quantities for the project. The cost differential was due to the addition/deletion of quantities for eleven bid items.

REQ TO ADVERTISE
FIRE STATION #5

CHANGE ORDER NO. 1
HARRISON ELEVATED
TANK REPAIR & PAINT

SEARS LIFT STATION
RELIEF SEWER
IMPROVEMENTS

It results in a \$4,194.97 increase in the contract amount, yielding a final price of \$932,107.80.
CONSENT AGENDA.

OTHER BUSINESS

**RECEIVE QUARTERLY PROGRESS REPORT FROM
SHERMAN ECONOMIC DEVELOPMENT CORPORATION
BOARD CHAIRMAN GREG KIRKPATRICK AND SEDCO
PRESIDENT JOHN PLOTNIK**

**SEDCO QUARTERLY
REPORT**

Greg Kirkpatrick, Sherman Economic Development Corporation Board Chairman, presented the Quarterly Progress Report. He said SEDCO recently hosted the first “Economic Development Week” event. SEDCO staff and board members completed over 25 visits to local industry to thank them for all they do for Sherman.

He said the big project this quarter is the option contract on Thea Development’s proposed Data Center at Progress Park I. He said the project is ongoing and, as of today they have concluded with the requirements for the first option period and to renew their first extension for 90 days. They are continuing to work with potential data center customers.

Mr. Kirkpatrick said SEDCO has hosted 20 site visits from companies interested in a possible Sherman location and the SEDCO staff have spoken with over 41 site selectors and real estate professionals.

Projects, such as box culverts, are also being completed on Progress Park to help alleviate flooding. They are also preparing to work with the City on the extension of Northgate Drive to the new West Travis Street Extension.

He also referenced work done with the Texoma Regional Consortium to help educate and provide experience for middle and high school students that won’t be attending college. This allows them to complete high school and graduate with a job.

Council Member Steele said another program that SEDCO has is the Business Education for Teachers Program. SEDCO sponsors 10 Sherman Independent School District teachers to shadow in the industries. Mr. Plotnik asked how a teacher could help a student with another option in life if they don’t have experience themselves.

Council Member Steele thanked SEDCO for their support of the students and of the various projects.

CITIZENS REQUESTS

COMPLAINT ON CITY EMPLOYEE

**COMPLAINT ON
CITY EMPLOYEE**

Randy Jones, 1203 N. Cleveland, addressed an “unprofessional situation” that happened at his home on June 6, 2017, when he filed a criminal mischief complaint when someone drove through his yard causing damage. After initial damage to his yard, Mr. Jones had placed game

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cameras in the trees and captured a photo of the car and license plate number of the suspect, which were turned over to the Police Department.

Mr. Jones was upset about a comment made to his wife and a neighbor, by Police Officer Shea Rhoades. He said Officer Rhoades said “you shouldn’t expect anything different. You live in the armpit of Sherman.” Mr. Jones told him they live in the Austin College Park District. Officer Rhoades said “they should have built the college someplace else.” Mr. Jones said it was very degrading, and he questioned whether it was “a racist thing.”

He requested that Officer Rhoades “turn in his badge” and resign from the Police Department if he thinks any part of the community is an armpit. At the very least, he asked that Officer Rhoades be stripped of his sergeant duties, reassigned to another job, and sent to intensive sensitivity training.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

CONGRATULATIONS TO SEDCO

Council Member Teamann congratulated SEDCO on a great job.

RENOVATIONS FOR FIRE STATION #5

Council Member Teamann said the Council approved renovations for Fire Station #5 earlier in the agenda. He recently visited the Fire Station and said the renovations included a second restroom. He felt that was definitely something that should be done for the firemen.

CONGRATULATIONS TO SEDCO

Council Member Couch recognized SEDCO and said they are doing a great job reaching out to potential companies moving to Sherman.

APPRECIATE CITIZEN'S COMMENTS

Council Member Couch thanked Mr. Jones for coming before the City Council with his concerns. He encouraged citizens to utilize the Citizen's Requests portion of the meeting more often to let Council Members know their concerns.

JUNETEENTH CELEBRATION

Council Member Steele thanked the City Council Members, Police Department, and City staff for attending the Juneteenth Celebration this year. He also thanked the community for their support.

JUNETEENTH CELEBRATION

Council Member Brown thanked the City of Sherman, the Tourism Department, and all the other departments that supported the Juneteenth Celebration.

MEDIA QUESTIONS

CONGRATULATIONS TO SEDCO

RENOVATIONS FOR FIRE STATION #5

CONGRATULATIONS TO SEDCO

APPRECIATE CITIZEN'S COMMENTS

JUNETEENTH CELEBRATION

JUNETEENTH CELEBRATION

He said the event is growing every year, and it's great to see all races and nationalities coming together for one common goal.

APPRECIATE CITIZEN'S COMMENTS

Council Member Brown told Mr. Jones that he heard his comments, and he was sure he had been "heard" because he didn't feel that Sherman had "an armpit."

**APPRECIATE
CITIZEN'S COMMENTS**

ANNOUNCEMENTS

Mayor Plyler announced the following:

- Kevin Fowler will be singing this Thursday night at Hot Summer Nights. The event starts at 7:00 p.m., on the Municipal grounds.
- Three Dog Night will be performing on July 3, 2017, at Lights on the Lake, in Pecan Grove Park.

ANNOUNCEMENTS

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

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

EXECUTIVE SESSION

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 5:19 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:46 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

COUNCIL MINUTES – JUNE 19, 2017

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:47 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.1.

Meeting Date: 07/17/2017

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

PUBLIC HEARING

Conduct the First Public Hearing Concerning the Annexation of a 19.379 Acre Tract of Land in Kings Ridge Addition on Norwood Street, Adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction

Issue:

To conduct the first public hearing concerning the annexation of a 19.379 acre tract of land in Kings Ridge Addition on Norwood Street, south of U.S. Highway 82 and west of F.M. 1417 (Heritage Parkway), adjacent to the Sherman City Limits, and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. At its June 5th meeting, the City Council approved the schedule for annexation of this property, which sets this public hearing, a second public hearing for the July 31st called Council meeting, and introduction and adoption of the Ordinance to annex the subject property at the August 21st regular Council meeting.

The annexation area includes twenty (20) individual tracts of land. All property owners have signed the annexation petition, meaning we have received a petition for 100% of the properties.

Origination:

Petition from Kings Ridge Addition property owners

Financial Consideration:

Once developed, the additional property taxes on the land raised from this annexation are estimated at about \$1,600.00 annually, which approximates the estimated costs associated with providing general City services.

Staff Recommendation:

It is recommended that the City Council conduct its first public hearing concerning the possible annexation of this property.

Alternatives:

As directed by the City Council

Attachments

Annexation Schedule

Surveyor's Field Notes

Municipal Service Plan

Location Map

ANNEXATION SCHEDULING PLAN

Wednesday, July 5, 2017.....	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Thursday, July 6, 2017.....	Post notice on City's website, newspaper and City Hall for City Council's 1 st Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
Thursday, July 13, 2017.....	Post notice of 1 st Public Hearing under the Open Meetings Act.
Monday, July 17, 2017.....	City Council's 1 st Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
Thursday, July 20, 2017	Post notice on City's website, newspaper and City Hall for City Council's 2 nd Public Hearing on intent to annex. Obtain required affidavit of publication from newspaper.
Thursday, July 27, 2017.....	Post notice of 2 nd Public Hearing under the Open Meetings Act.
Monday, July 31, 2017.....	City Council's 2 nd Public Hearing on intent to annex and service plan.* (Called Council Meeting)
Thursday, August 17, 2017.....	Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.*
Monday, August 21, 2017.....	City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.* (Regular Council Meeting)

* If more than twenty (20) adults who are residents of the area to be annexed protest within ten (10) days of the notice by publication, then one (1) of the public hearings must be held in the area to be annexed.

PARCEL DESCRIPTION

PROPOSED ANNEXATION

Situated in the County of Grayson,, State of Texas, being a part of the Fielding Bacon Survey, Abstract No. 120, and being a part of the same tract of land described as 130 acres conveyed by Dorothy Tait Cartledge et vir to Robert J. Tate by deed dated November 5, 1970, recorded in Volume 1176, Page 192, Deed Records, Grayson County, Texas, including part of that portion of said Tate tract now known as Kings Ridge addition to said Grayson County, Texas as shown by plat of record in Volume 20, Pages 142 & 143, Plat Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a point the point of intersection of the South line of said Kings Ridge addition with the West line of both the said Bacon Survey and Tate tract and East line of both the William B. Thompson Survey, Abstract No. 1209 and an unplatted portion of Carriage House Estates Addition to said Grayson County as shown by plat of record in Volume 5, Page 24, said Plat Records, in a Northerly line of the same tract of land described as 20.00 acres conveyed by Robert J. Tate et ux to Christopher B. Rehmet et ux by deed dated October 8, 2015, recorded in Volume 5699, Page 611, Official Public Records, Grayson County, Texas, also being in an East line of the area described as 186.244 acres annexed by said City of Sherman by Ordinance No. 5915;

Thence North 00°51'07" East with the West line of both said Bacon Survey and original West line of said Tate tract, and East line of said 186.244 acre tract a distance of 1616.66 feet to a point for corner at the intersection of said West line with the North line of said Kings Ridge;

Thence North 82°30'57" East with said North line of Kings Ridge a distance of 59.40 feet to an angle point;

Thence North 89°11'14" East a continuing with said North line a distance of 473.43 feet to the Northeast corner of said Kings Ridge;

Thence South 00°48'46" East with the East line of Kings Ridge, passing the Northwest corner of the same tract of land described as 1.31 acres previously severed from the said Tate tract as conveyed by said Robert J. Tate et ux to said Christopher B. Rehmet et ux by deed dated March 23, 2016, recorded in Volume 5778, Page 935, said Official Public Records and continuing, passing the Southwest corner of the said 1.31 acre tract and a Northwest corner of the said 20.00 acre tract and continuing for a total distance of 1531.35 feet to the Southeast corner of said Kings Ridge and an inside "L" corner to the said 20.00 acre tract;

Thence South 76°41'20" West with the South line of said Kings Ridge and Northerly line of the said 20.00 acre tract a distance of 426.09 feet to and angle point;

Thence South 89°11'14" West continuing with said South line of Kings Ridge and Northerly line of the 20.00 acre tract a distance of 115.33 feet to the Point-of-Beginning and containing 19.379 acres of land more or less.....

City of Sherman Municipal Service Plan King's Ridge

INTRODUCTION:

The annexation is the site of approximately 19.379 acres West of F.M. 1417, South of Lamberth Road, and East of Norwood Road, lying adjacent to the City of Sherman existing city limits.

This annexation is a step in the process of providing for the orderly growth and development of the City, to protect the City from substandard development and to provide for the enlargement of the city limits by including developments and improvements that are logically a part of the City and receive city utilities.

MUNICIPAL SERVICES TO BE PROVIDED:

POLICE PROTECTION: Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment will be provided on the effective date of annexation.

FIRE PROTECTION: Fire protection by the present personnel and equipment of the fire fighting force will be provided on the effective date of annexation.

SOLID WASTE: The same solid waste collection and disposal service now provided within the City of Sherman will be extended to the annexed area on the effective date of annexation.

BULK WASTE PICKUP: Free monthly bulk trash and brush pickup would be available on the effective date of annexation.

STREETS AND BRIDGES: All roads shall be accepted in current as-is conditions and shall be maintained by the City of Sherman. Any future streets or improvements will be developed by the standard provisions of the Developer's Ordinance. Street lighting will be established according to city guidelines.

PARKS: No public parks exist in the area to be annexed. Any new park facilities will be developed according to existing City policies as applicable to all city residents.

CONSTRUCTION INSPECTIONS: Building inspection activities will be available upon

annexation.

ENVIRONMENTAL HEALTH AND HEALTH CODE ENFORCEMENT: Enforcement of the City's environmental health ordinances and regulations shall be provided within this area on the effective date of the annexation ordinance.

ANIMAL CONTROL: Animal control services will be provided by the City on the effective date of annexation.

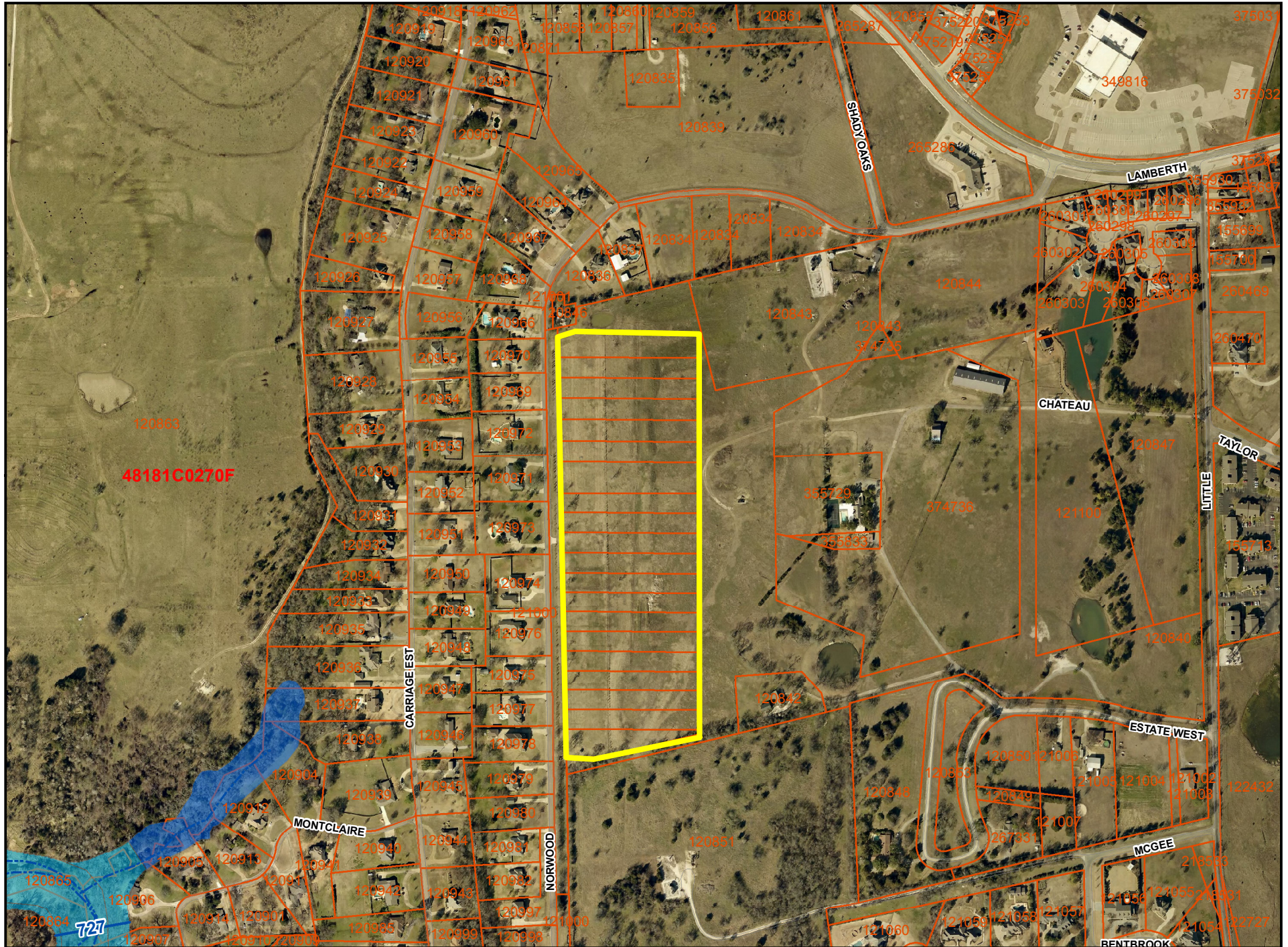
PLANNING AND ZONING: The Planning and Zoning jurisdiction of the City will extend to this area on the effective date of this annexation. All areas will be annexed as an R-A on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

WATER SERVICE: Upon annexation and any required future CCN transfer from the Developer, the City of Sherman will provide water service to the annexed area. Any required utility extensions will be constructed in accordance with the City's Developer's Ordinance.

SEWER SERVICE: Due to the configuration and location of the platted lots, all properties within the annexation area will be served by individual and privately owned on-site waste treatment systems. Therefore, the City of Sherman will not provide sewer services to this area.

King's Ridge Addition Annexation



1 inch = 500 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.2.

Meeting Date: 07/17/2017

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

PUBLIC HEARING

Final Statement/Action Plan for Program Year 2017 Community Development Block Grant

Issue:

Approval of the Program Year (PY) 2017 Community Development Block Grant Final Statement/Action Plan

Background:

Each year, the City of Sherman receives an entitlement grant (Community Development Block Grant) from the U.S. Department of Housing and Urban Development (HUD). We are required to prepare and submit an annual Action Plan, which is a description of the activities that will be undertaken during the coming year to address the needs of our low-to-moderate income citizens. This Action Plan is based on a five (5) year Consolidated Plan & Strategy developed by City staff and approved by the Sherman City Council. It serves as the City's long term planning tool to address the identified needs of affordable housing, public housing, homelessness, and other non-housing community development needs and activities within the City of Sherman.

Over the past five (5) years, the City of Sherman's history of allocations for the Community Development Block Grant is as follows:

- PY 2012 - \$289,254
- PY 2013 - \$311,726
- PY 2014 - \$301,322
- PY 2015 - \$317,392
- PY 2016 - \$315,681

Origination:

Theresa Caudle, Neighborhood Services

Financial Consideration:

The City of Sherman has been allocated \$334,954.00 in Community Development Block Grant funds from HUD to address our various community development needs for low-to-moderate income citizens during PY 2017.

Staff Recommendation:

The staff recommends the Sherman City Council approve the PY 2017 Community Development Block Grant Final Statement/Action Plan as submitted.

Alternatives:

The Sherman City Council may change or re-appropriate these funds/allocations as they see fit.

Attachments

Memo from Theresa Caudle, Community Development Coordinator
PY 2017 Final Statement/Action Plan



memorandum

DATE: Friday, July 7, 2017
TO: Robby Hefton, City Manager
FROM: Theresa Caudle, CD Coordinator 
SUBJECT: PY 2017 Final Statement/Action Plan

The City of Sherman's Proposed Final Statement/Action Plan of Community Development Objectives with projected use of the funds for Program Year 2017 was published in the Herald Democrat on April 9, 2017. The required 30-day public comment period has concluded and there were no public comments received on the Proposed Statement of Objectives.

Therefore, we are now ready to proceed with submitting this to the City Council in the form of a Resolution establishing the City of Sherman's PY 2017 Final Statement/Action Plan.

I am requesting that you set this item for public hearing and present the Resolution for consideration and approval by our City Council at the next regular scheduled meeting of July 17, 2017.

During the interim, should you have any questions or desire additional information or clarification, please let me know.

**CITY OF SHERMAN, TEXAS
FINAL STATEMENT/ACTION PLAN OF
COMMUNITY DEVELOPMENT OBJECTIVES
AND PROJECTED USE OF FUNDS FOR PROGRAM YEAR 2017**

GRANT NO: B-2017-MC-48-0027

The City of Sherman has received notice from the U.S. Department of Housing and Urban Development (HUD) that its entitlement grant for the Community Development Program (CDBG) for fiscal year 2017 is \$334,954.00. These funds will be received on October 1, 2017. Activities that directly benefit low and moderate-income persons will be available citywide. Other activities which have an area benefit will only be available in areas of the city which are populated by a majority of low and moderate-income persons. The City has met citizen participation requirements.

The City of Sherman's Consolidated Plan is a document which is required by the U.S. Department of Housing and Urban Development, and includes the following subjects: (1) Housing and Homeless Needs Assessment - A description of the jurisdiction's estimated housing needs for the ensuing five-year period; (2) Housing Market Analysis - A description of the significant characteristics of the jurisdiction's housing market, including supply, demand, condition and cost of housing and the housing stock and services available (i.e., public and assisted housing, homeless, elderly, frail elderly, persons with disabilities (mental/physical/developmental), persons with alcohol and other drug addictions, and persons with HIV/AIDS and related diseases; (3) Strategic Plan - A description of the five-year strategy and plan to address affordable housing, homelessness, other special needs and non-housing community development plan; and, (4) Action Plan - A description of the jurisdiction's one-year plan of activities to be undertaken during the coming year.

The overall goal of this community development planning and development program is to develop viable urban communities by providing decent housing, a suitable living environment and expanded economic opportunities principally for low and moderate-income persons of the City of Sherman. Therefore, based on these objectives, the following use of funds is being proposed:

**COMMUNITY DEVELOPMENT PROGRAM ACTION PLAN
PROGRAM YEAR 2017**

OWNER-OCCUPIED HOUSING REHABILITATION.....\$180,000

A program of specific housing repairs will be provided to low and moderate income homeowners who reside within the city limits of Sherman, to bring their properties to code requirements. Expenditures will be limited to \$5,000 per housing unit under this activity. This activity will cause no displacement of low and moderate income persons.

DEMOLITION/CLEARANCE PROGRAM.....\$62,300

A program to demolish vacant, substandard structures and clear property lots which pose a risk to health/safety of low-moderate income target neighborhoods.

PROGRAM ADMINISTRATION.....\$66,754

The City proposes to use the Administration funds for personnel and support for all phases of the application process, environmental reviews, fair labor standard compliance, contract management, fair housing Grantee Performance Report, preparation of annual Action Plan and Performance Report associated with the City of Sherman Five-Year Consolidated Plan and Strategy.

PUBLIC SERVICE ACTIVITIES:

Sherman Housing Authority.....\$10,000

A program to address the problems of drug abuse and associated crime in public housing, Activities include increasing law enforcement services to stop the sell of illegal drugs in and around assisted housing, apprehend sellers of such drugs and an overall reduction of crime in the assisted housing area.

Grayson County Crisis Center.....\$4,000

A program of activities that will provide emergency assistance to homeless women and children of domestic violence, who at one time, resided within the city limits of Sherman.

Grayson County Shelter, Inc.....\$4,000

A program of activities that will provide emergency assistance to homeless individuals and families, who at one time, resided within the city limits of Sherman.

Child & Family Guidance Center of Texoma.....\$4,000

A program to provide counseling services for family dysfunction, alcohol and substance abuse, domestic violence and sexual abuse for the low and moderate income Sherman residents.

Boys & Girls Club of Sherman, Inc.....	\$3,900
A program to provide scholarships for the low and moderate income Sherman youth. Scholarship funding will provide the opportunity for low/moderate income youth to participate in organized activities that would not otherwise be able to participate.	
TOTAL PROGRAM ALLOCATION.....	\$334,954

The City of Sherman seeks, through the following program objectives, to improve housing conditions, neighborhood appearance, employment opportunities, and the overall quality of life for low and moderate-income citizens. No activities will be undertaken which cause involuntary displacement of persons.

CITY OF SHERMAN COMMUNITY DEVELOPMENT OBJECTIVES

1. Encourage citizen participation and input to obtain maximum public involvement in program activities.
2. Promote the rehabilitation and repair of deteriorating housing through the City's rehabilitation program.
3. Eliminate slum and blight through the removal of structures that create unsafe, unsanitary and hazardous situations for the public.
4. Promote drug elimination programs for low and moderate income assisted housing families/households.
5. Provide support for provision of emergency shelter/assistance to the homeless.
6. Assist in providing counseling services to youth and adults from low and moderate income families.
7. Assist in providing youth activities for children from low and moderate income families.

The Action Plan of Community Development Objectives and Projected Use of Funds for Program Year 2017 are available in the Community Development Office of the City of Sherman. Any citizen or agency interested in commenting on this Final Statement of Objectives is invited to submit written comments c/o Theresa Caudle, CD Coordinator, City of Sherman P. O. Box 1106 Sherman, TX 75091-1106. Written comments must be received prior to 5:00 p.m. on Thursday, August 3, 2017. A summary of comments received will be made a part of the summary of citizen participation of this Plan.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.3.

Meeting Date: 07/17/2017

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6033

Creating a Charter Review Commission in the City

Issue:

The creation of a Charter Review Commission and defining its charge

Background:

Article III, Section 5 of the City Charter provides that a "charter amendment election may not be held earlier than every two years." The last Charter Amendment Election was held at the November 3, 2015 special election. The City Charter, at Section 15(a), provides for a Charter Review Commission to be created by ordinance.

City staff is now undergoing the process of reviewing the City Charter for needed amendments; and the City Attorney would like the Mayor to appoint certain Council members to a Charter Review Commission for the same purpose. The Commission members would review the Charter and return to the City Council at the August 7th regular meeting with recommended alterations, revisions or amendments. The Commission would cease to function on December 31, 2017. The Commission members would be appointed in a subsequent agenda item at this July 17th meeting.

Origination:

Brandon S. Shelby, City Attorney

Financial Consideration:

There is no financial impact as members would receive no compensation for serving on this Commission.

Staff Recommendation:

Adopt the ordinance to create the Charter Review Commission and approve, **by motion and order**, the City Attorney's drafting of amendments to the City Charter.

Alternatives:

The Council could decide to forego amendment of the City Charter.

Attachments

Ordinance No. 6033

City Charter, Article III, Section 5 and Article X, Section 15

ORDINANCE NO. 6033

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CREATING A CHARTER REVIEW COMMISSION IN THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Section 15(a) of the Charter of the City of Sherman, Texas provides that amendments to the charter may be framed and proposed by report of a charter commission created by ordinance; and

WHEREAS, the City Council of the City of Sherman, Texas desires to create a Charter Review Commission for said purpose;

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

SECTION 1. That this Council hereby creates a Charter Review Commission in accordance with Section 15 (a) of the Charter of the City of Sherman, Texas.

SECTION 2. That the Charter Review Commission shall consist of no more than three (3) members of current City Council.

SECTION 3. That appointments to the Charter Review Commission shall be made by the Mayor in accordance with the existing Charter.

SECTION 4. That the Charter Review Commission shall, not later than August 7, 2017, present to the entire City Council body its recommendations, if any, of alterations, revisions or amendments to the Charter of the City.

SECTION 5. That members of the Charter Review Commission shall serve without compensation.

SECTION 6. That the Charter Review Commission shall cease to function on December 31, 2017.

SECTION 7. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 8. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 9. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

EFFECTIVE DATE 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**

HOME RULE CHARTER

ARTICLE III. NOMINATIONS AND ELECTIONS

Section 5. Ballots for charter amendments.

A charter amendment to be voted on by the city shall be presented for voting by ballot title. The ballot title of an amendment shall be a clear, concise statement describing the substance of the proposal without argument or prejudice. Below the ballot title shall appear the following question: "Shall the above described amendment be adopted?" Immediately below such question shall appear, in the following order, the words "yes" and "no", with a blank oval beside each word, one of which is to be filled in indicating the voter's choice. A charter amendment election may not be held earlier than every two years. (Resolution 4442 adopted 5/6/03)

ARTICLE X. GENERAL PROVISIONS

Section 15. Charter amendment.

- (a) Proposal of amendment. Amendments to this charter may be framed and proposed:
 - (1) In the manner provided by law,
 - (2) By ordinance of the council containing the full text of the proposed amendment and effective upon adoption, or
 - (3) By the voters of the city, or
 - (4) By report of a charter commission created by ordinance.

Proposal of an amendment by the voters of the city shall be by petition containing the full text of the proposed amendment, and shall be governed by the same procedures and requirements prescribed in [Article IX](#) for initiative petitions until such time as a final determination as to the sufficiency of the petition is made, except that there shall be no limitation as to subject matter and that the petition must be signed by qualified voters of the city equal in number to at least ten percent (10%) of the total number of qualified electors registered to vote at the last regular city election. The petitioners' committee may withdraw the petition at any time before the 15th day immediately preceding the day scheduled for the city vote on the amendment.

- (b) Election for amendments. Upon delivery to the city election authorities of the report of a charter commission or committee, or delivery by the city attorney of an adopted ordinance or a petition finally determined sufficient, proposing an amendment pursuant to subsection (a), the election authorities shall submit the proposed amendment(s) to the voters of the city at an election. Such election shall be announced by a notice containing a substantial copy of the proposed amendment(s) and shall be published on the same day in

each of two (2) successive weeks in a newspaper of general circulation, with the first publication occurring before the 14th day before the date of the election. Each amendment will not contain more than one subject. The election shall be held on the first authorized uniform election date prescribed by the Election Code and that occurs on or after the 30th day after the date the ordinance is adopted. If no regular election is to be held within that period, the council shall provide for a special election on the proposed amendment(s); otherwise the holding of a special election shall be within the discretion of the council. The form of ballot shall be as specified in Article III, Section 5.

(c) Adoption of amendment. If a majority of the qualified voters of the city voting upon a proposed charter amendment vote in favor of it, the amendment shall become effective upon entry of an order by the municipality declaring that the charter amendment is adopted.

(d) Adoption of a new charter. A new charter may be framed pursuant to the procedures as prescribed by state law.

(Ordinance 4267, sec. 2, adopted 1/16/93)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.4.

Meeting Date: 07/17/2017

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6034

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

Issue:

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

Background:

The Texas Local Government Code Chapter 143, "Municipal Civil Service for Firefighters and Police Officers", Section 143.014(c) states the following: In a police department, the total number of persons appointed to the classification immediately below that of department head may not exceed the total number of persons, plus one, in that classification on January 1, 1983. The Sherman Police Department had a total number of persons appointed to the classification immediately below that of department head of five (5) Captains - Ordinance No. 3605 (1982). The title of Captain was changed to Assistant Chief - Ordinance No. 5755 (2012). Since that time, the number of police positions has varied slightly.

	09/06/16	Current	Proposed
Patrolman	47	46	47
Corporal	6	5	5
Sergeant	8	9	9
Lieutenant	4	5	5
Assistant Chief (appointed)	2	2	3
Chief	1	1	1
Total	68	68	70

First request is for one (1) additional Assistant Chief. There are currently appointed two appointed Assistant Chief positions.

Second request is for one (1) additional Lieutenant. There are currently four Lieutenant positions.

Third request is to align this Ordinance with the actual number of positions in the other ranks of Sergeant, Corporal, and Patrolman.

There are currently 68 approved positions for the police department. These requests would increase the number to 70.

Origination:

Mayor and City Council
City Manager Robby Hefton
Sherman Police Chief Zachary Flores

Financial Consideration:

Because of budgetary savings related to currently open positions within the department, there would be no impact on the overall fiscal year (FY) 2017 budget for this action. The FY 2018 budget, which is being considered in upcoming Council meetings, includes the funding necessary to staff at these levels.

Staff Recommendation:

Staff recommends adopting the proposed ordinance.

Alternatives:

The City Council could choose not to adopt the proposed ordinance, leaving unchanged the police department staffing.

Attachments

Ordinance No. 6034

ORDINANCE NO. 6034

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED “PERSONNEL”, ARTICLE 9.05, ENTITLED “CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS”, AT SECTION 9.05.026, ENTITLED “AUTHORIZED NUMBER OF POSITIONS”, TO REVISE THE NUMBER OF AUTHORIZED POSITIONS IN THE POLICE DEPARTMENT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

Sec. 9.05.026 Authorized number of positions

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

(1) Fire department

<u>Title</u>	<u>No. Positions</u>
Firefighter	40
Engineer	15
Captain	17
Battalion Chief	3
Division Chief	4
Fire Chief	1

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

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

(2) Police department

<u>Title</u>	<u>No. Positions</u>
Patrolman	47
Corporal	6 5
Sergeant	8 9
Lieutenant	4 5
Assistant Chief-Appointed	2 3
Chief	1

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

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

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

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

INTRODUCED this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

EFFECTIVE DATE 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**



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.5.

Meeting Date: 07/17/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6035

Providing for a Permanent "Speed Limit 30 MPH" Sign on Friendship Road South of S.H. 56 within the City Limits of the City of Sherman

Issue:

To consider introducing, seeking public input on, and adopting an ordinance providing for a permanent "Speed Limit 30" sign on Friendship Road south of S.H. 56

Background:

The Engineering Department reviewed the roadway based on the criteria set forth in the Texas Manual on Uniform Traffic Control Devices and determined that a speed limit reduction from 45 MPH to 30 MPH is necessary at this location for the safety of the citizens of Sherman. The Speed Limit sign has been up for a 90-day period to allow staff to evaluate the issue.

Origination:

Engineering Department

Financial Consideration:

The City's cost for installing the sign is approximately \$150.00 for time and materials.

Staff Recommendation:

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

Alternatives:

As directed by the Council

Attachments

Ordinance No. 6035

Location Map

ORDINANCE NO. 6035

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR A PERMANENT “SPEED LIMIT 30 MPH” SIGN ON FRIENDSHIP ROAD SOUTH OF STATE HIGHWAY 56 WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, a permanent “Speed Limit 30 MPH” sign shall be in place at the following location within the corporate limits of the City of Sherman, Texas:

Along Friendship Road, South of State Highway 56, within the City of Sherman.

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

SECTION 3. That, from and after the erection of the speed limit sign herein authorized, it shall be unlawful for the driver of any vehicle traveling along said roadway to exceed said 30 miles per hour speed rate of speed. Violators of this ordinance shall be subject to fine as provided in Section 1-6 of the Code of Ordinances of the City of Sherman, Texas, codified.

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

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

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

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

EFFECTIVE DATE on this the _____ day of _____, 2017.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

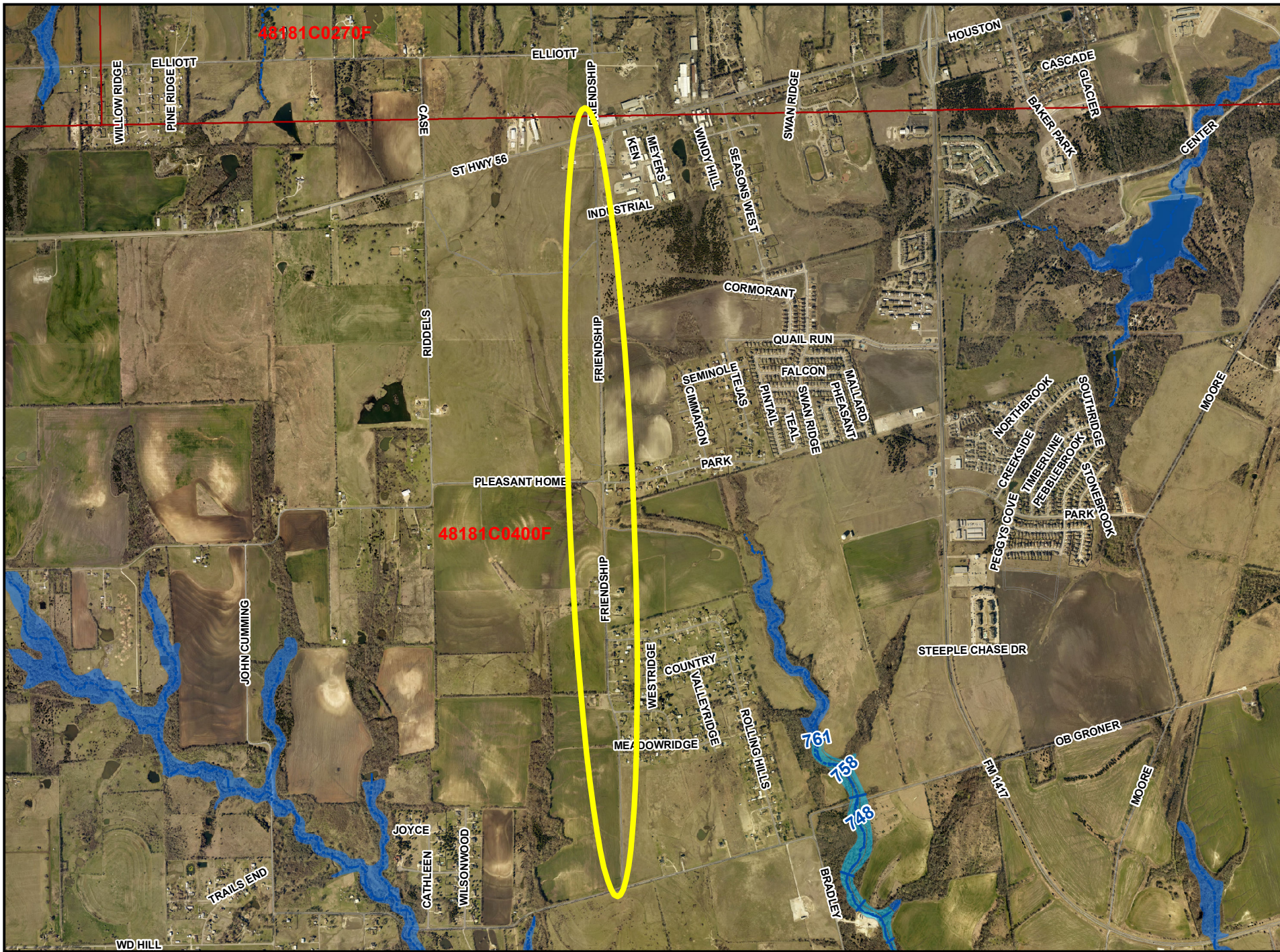
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

Proposed Reduced Speed Limit



1 inch = 2,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.6.

Meeting Date: 07/17/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6036

Providing for a Permanent "Stop" Sign on Rosedale Street at Throckmorton Street within the City Limits of the City of Sherman

Issue:

To adopt an ordinance providing for a permanent "Stop" sign on Rosedale Street at Throckmorton Street, stopping north and south traffic on Rosedale Street

Background:

The Engineering Department reviewed the intersection based on the criteria set forth in the Texas Manual on Uniform Traffic Control Devices and determined that a "stop" sign is required at this location. The Stop sign has been up for 90 days to allow the staff to evaluate the issue.

Origination:

Engineering Department

Financial Consideration:

The City's cost for installing the signs are approximately \$300.00 for time and materials.

Staff Recommendation:

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

Alternatives:

As directed by the Council

Attachments

Ordinance No. 6036

Location Map

ORDINANCE NO. 6036

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR A PERMANENT "STOP" SIGN ON ROSEDALE STREET AT THROCKMORTON STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, a permanent "Stop" sign shall be in place at the following location within the corporate limits of the City of Sherman, Texas:

At the intersection of Rosedale Street and Throckmorton Street, stopping northbound and southbound traffic on Rosedale Street.

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

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

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

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

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

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

EFFECTIVE DATE 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**



1 inch = 300 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.7.

Meeting Date: 07/17/2017

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6037

Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", Article 13.08, entitled "Utility Billing", at Sections 13.08.003 and 13.08.004 to Provide a Deposit for Payment Delinquency and for the Early Refund of Deposits

Issue:

Establish deposits for payment delinquency and for the early refund of deposits

Background:

All nonresidential, multi-unit residential and accounts serviced outside the city limits are charged a deposit per account paid at the time of application. Under the current ordinance, deposits are only refunded upon disconnection of service. Many other cities are refunding deposits to customers with excellent payment history over the previous twelve (12) consecutive billings. This ordinance establishes excellent payment history criteria and the refund process.

Origination:

Finance Department
Customer & Utility Services Department

Financial Consideration:

There is no financial consideration since the refunds are held as deposits.

Staff Recommendation:

Staff recommends adoption of the ordinance.

Alternatives:

The Council could elect not to refund the deposits.

Attachments

Ordinance No. 6037

ORDINANCE NO. 6037

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", ARTICLE 13.08, ENTITLED "UTILITY BILLING", AT SECTIONS 13.08.003 AND 13.08.004 TO PROVIDE A DEPOSIT FOR PAYMENT DELINQUENCY AND FOR THE EARLY REFUND OF DEPOSITS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 13, Article 13.08 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended at Section 13.08.003 so that such section shall read as follows:

Sec. 13.08.003 Deposit to assure payment —~~Required; amount~~

(a) All nonresidential accounts, multi-unit residential accounts and accounts serviced outside the city limits shall be charged a deposit per account, to be paid at the time of application. Water deposits shall be charged based on meter size with a maximum deposit of ten thousand dollars and no cents (\$10,000.00) per account. Deposit amounts are doubled for accounts outside the city limits as established by section 13.07.003(b). No deposit shall be required for single-unit residential property or for multi-unit residential property where each living unit is on a separate meter.

<u>Meter size</u> <u>(in inches)</u>	<u>Deposit amount</u> <u>October 1, 2012</u>
5/8 or 3/4"	\$50.00
1"	\$150.00
1-1/2"	\$300.00
2"	\$500.00
3"	\$1,000.00
4"	\$3,800.00
6"and larger	\$10,000.00

(b) For multi-unit residential customers on a single meter, the deposit shall be the number of living units times the deposit for a 5/8" or 3/4" meter size.

(c) A deposit equal to an estimated one-month bill shall be charged for all customers receiving sewer service only. Maximum sewer deposit shall be ten thousand dollars and no cents (\$10,000.00) per account.

(d) Landlords, real estate and property management companies may establish a master deposit in the amount of three hundred dollars and no cents (\$300.00) to be used to establish service for residential properties. Upon request to establish new service, each account will be billed an install fee as defined in section 13.09.001. The deposit will remain in place until all active services established with the master deposit are closed and the accounts are paid in full; and the customer requests the master deposit account be closed.

~~(e) Additional deposits to ensure that the city is protected from loss may be required from accounts that are habitually delinquent in the payment of their utility bill resulting in a credit rating of poor. A deposit equal to a two month average bill may be required in these cases. The city may review the deposits periodically to ensure that a sufficient deposit has been collected. Additional deposits will be due upon notice and may be billed to the utility account.~~

(e) Deposit for Payment Delinquency: The Customer & Utility Services Department shall have the authority to increase or to require a new utility deposit up to two (2) times the customer's average monthly bill upon the second occurrence of account payment delinquency within any consecutive twelve (12) month period, or upon application for and prior to reconnection of disconnected service. Deposits will be due upon notice and may be billed to the utility account. Failure to pay a billed deposit, including any past due or service charges, may result in disconnection of service. In cases where the service is disconnected, the past due charges, any other service charges assessed by the Customer & Utility Services Department, and the deposit amount required shall be paid in full before the disconnected service is restored. This shall apply for all customers, even if a utility deposit has been previously refunded to a customer based on an excellent payment history. The increased or new deposit shall be refunded during subsequent, consecutive twelve (12) months of billings in which the customer meets the excellent payment history criteria.

~~(f) All deposits shall be retained until disconnection of service. Upon closing of accounts, the deposit shall be processed as defined in section 13.08.004. Credits from the applied deposit may be used to satisfy outstanding debts owed to the city by the customer.~~

~~(Ordinance 5741, sec. 2, adopted 5/7/12)~~

SECTION 2. That Chapter 13, Article 13.08 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended at Section 13.08.004 so that such section shall read as follows:

Sec. 13.08.004 ~~Same Disposition; refunds~~ **Deposit refunds**

~~It shall be the duty of the utility billing department to deposit the money received under section 13.08.003 with the city treasurer to be known as water consumers deposit fund. It shall be the further duty of the utility billing department, in the manner prescribed by the city council, to refund to the consumer, the amount of the held deposit upon disconnection of service, less any amount due up to the time of disconnection. Any remaining credit amount in excess of one dollar (\$1.00) will be refunded to the customer. Any refund amount less than one dollar (\$1.00) may be collected by contacting the utility billing department. (Ordinance 5469, sec. 5, adopted 7/16/07)~~

(a) *Early Refunds: Utility deposits, excluding master deposits, shall be refunded for accounts with an excellent payment history after a minimum of twelve (12) consecutive billings. An excellent payment history is defined as:*

- *No service disconnections for a delinquent bill*
- *No Late Fees*
- *No Returned or Rejected Payments*

Utility deposits for accounts meeting the excellent payment history criteria will be applied to the utility account as a credit, during the billing process. Credit balances will remain on the utility account and apply to future billings.

(b) *Refunds: If a utility deposit is not refunded after the first twelve (12) consecutive monthly billings because the customer fails to meet the criteria for an excellent payment history or closes the utility account prior to meeting the criteria, the deposit shall be refunded upon disconnection of service, less any amount due the City of Sherman. Any refund amount less than one dollar (\$1.00) may be collected by contacting the Customer & Utility Services Department.*

SECTION 3. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

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

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

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

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

EFFECTIVE DATE 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**



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.8.

Meeting Date: 07/17/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6038

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Liquor Store in a C-2 (General Commercial) District/O-1.1 (FM 1417) Overlay District at 1730 South F.M. 1417 (Heritage Parkway), being 2.590 acres in the Elizabeth Jones Survey, Abstract No. 625 (Kashmir Singh and Sandeep Kaur, Owners; and Tatchio & Associates, Architect); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of Kashmir Singh and Sandeep Kaur (Owners) and Tatchio & Associates (Architect) concerning the property at 1730 South F.M. 1417 (Heritage Parkway), being 2.590 acres in the Elizabeth Jones Survey, Abstract No. 625, for a Specific Use Permit to allow a Liquor Store in a C-2 (General Commercial) District/O-1.1 (FM 1417) Overlay District

Background:

The property is located at 1730 South F.M. 1417 (Heritage Parkway) between Park Avenue and Quail Run Road; City Mart Convenience Store is the tenant. The property is zoned a C-2 (General Commercial) District and is also located in the O-1.1 (FM 1417) Overlay District. The owners would like to open a liquor store in the south corner of the building.

Origination:

Kashmir Singh and Sandeep Kaur (Owners)
Tatchio & Associates (Architect)

Financial Consideration:

None

Staff Recommendation:

At the June 20, 2017 regular meeting, the Planning and Zoning Board voted 9/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6038

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Elevations

Staff Review Letter

P&Z Communication

ORDINANCE NO. 6038

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 LIQUOR STORE IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1.1 (FM 1417) OVERLAY DISTRICT AT 1730 SOUTH F.M. 1417 (HERITAGE PARKWAY), BEING 2.590 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (KASHMIR SINGH AND SANDEEP KAUR, OWNERS; AND TATCHIO & ASSOCIATES, ARCHITECT); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Kashmir Singh and Sandeep Kaur (Owners) and Tatchio & Associates (Architect) are granted a Specific Use Permit to allow a Liquor Store in a C-2 (General Commercial) District/O-1.1 (FM 1417) Overlay District at 1730 South F.M. 1417 (Heritage Parkway), and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING A lot, tract or parcel of land situated in the County of Grayson, State of Texas, in the Elizabeth Jones Survey, Abstract No. 625, and being part of the 101.4503 acre tract described as Tract One in a deed from Charles F. Burns and Dorothy B. Bomar to Jimmie Evans as shown in Volume 1553, Page 32, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point in an old fence line maintaining the west line of the 101.4503 acre tract, said rod being South 14 deg. 39 min. 16 sec. East a distance of 450 feet from the west right-of-way of F.M.1417;

THENCE North 75 deg. 30 min. East a distance of 450 feet to an iron rod set in the west right-of-way line of F.M. Highway 1417 maintaining the east line of the 101.4503 acre tract;

THENCE South 02 deg. 15 min. 16 sec. East with the west right-of-way line of F.M. Highway 1417, a distance of 251.30 feet to an iron rod set for corner;

THENCE South 75 deg. 30 min. West a distance of 450 feet to an iron rod in the fence along the west line of the 101.4503 acre tract;

THENCE North 14 deg. 39 min. 16 sec. West with said fence line, a distance of 251 feet to the **PLACE OF BEGINNING AND CONTAINING 2.590 ACRES OF LAND**.....

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the O-1.1 (FM 1417 Overlay) District, the Specific Use Permit ordinance, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. All parking shall be on private property and shall not encroach into FM 1417 (Heritage Parkway) right-of-way.
4. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt.
5. A parking space is considered to be 9'x20'.
6. Shall comply with all City, Federal and State regulations for this use.
7. Review the zoning and development ordinance for additional requirements.
8. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

EFFECTIVE DATE on this the _____ day of _____, 2017.

CITY OF SHERMAN, TEXAS

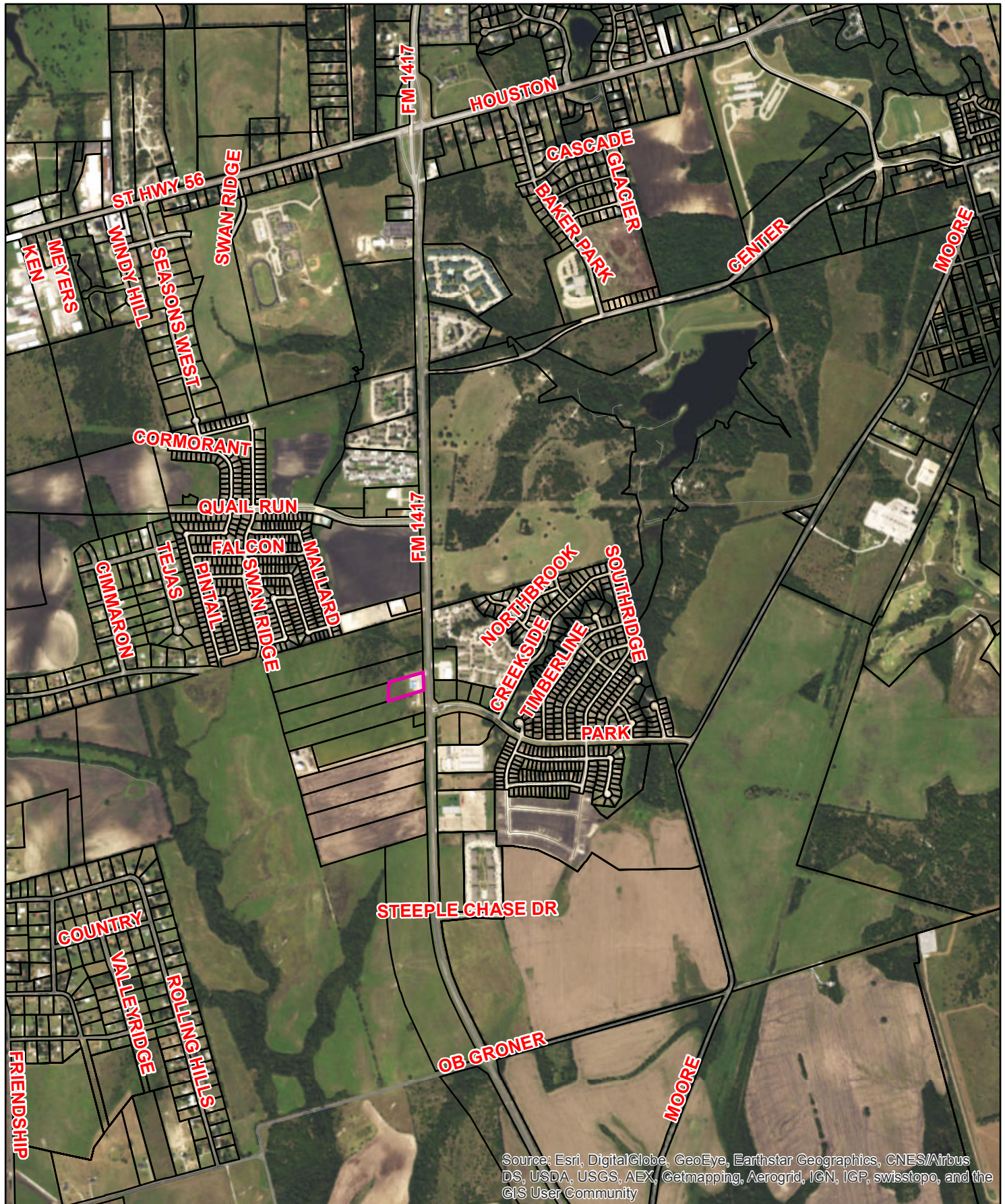
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

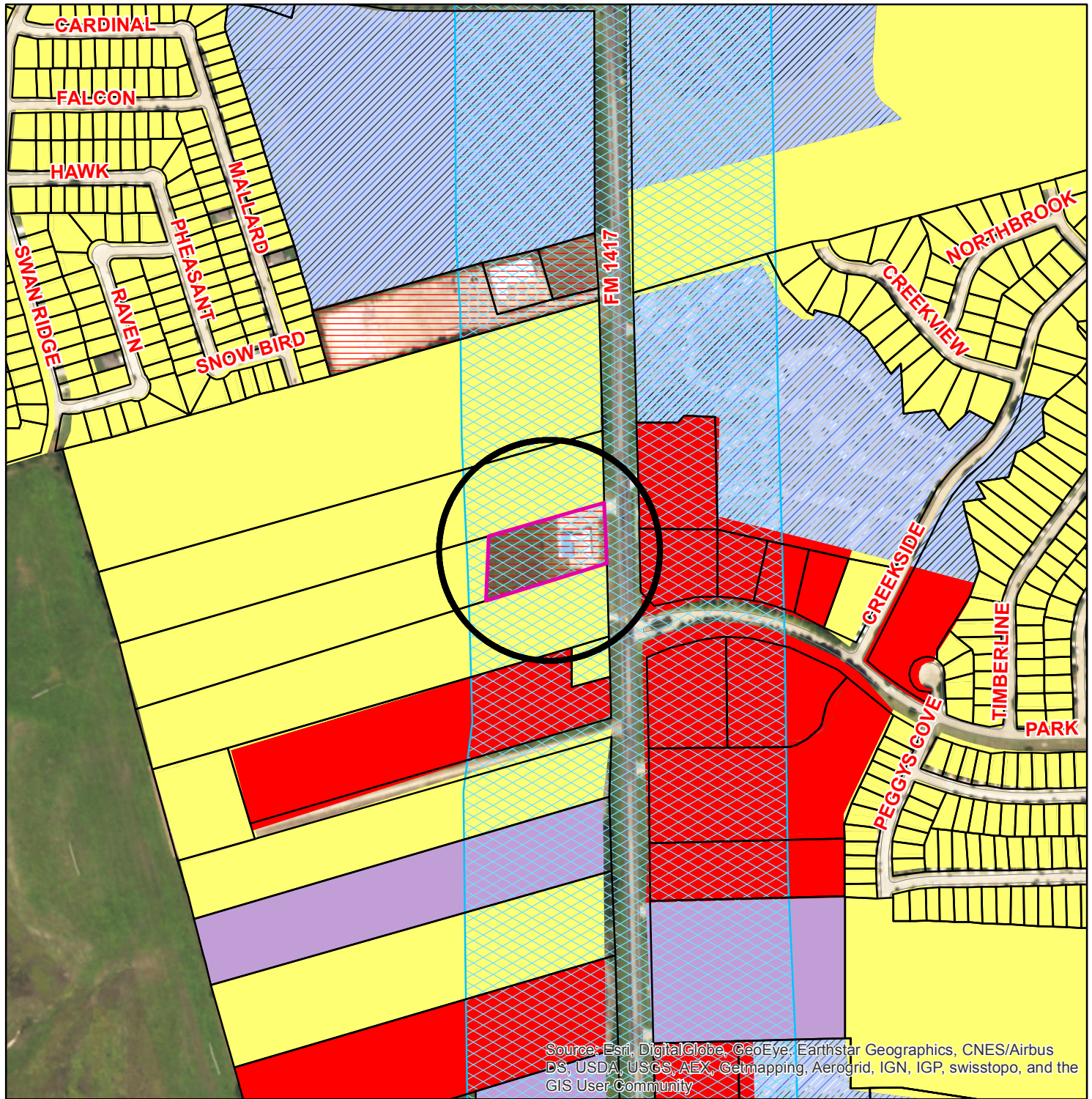


1730 S. FM 1417 (Heritage Parkway)



1 in = 1,549 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 1730 S. FM 1417 (Heritage Parkway)

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

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

Unknown

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

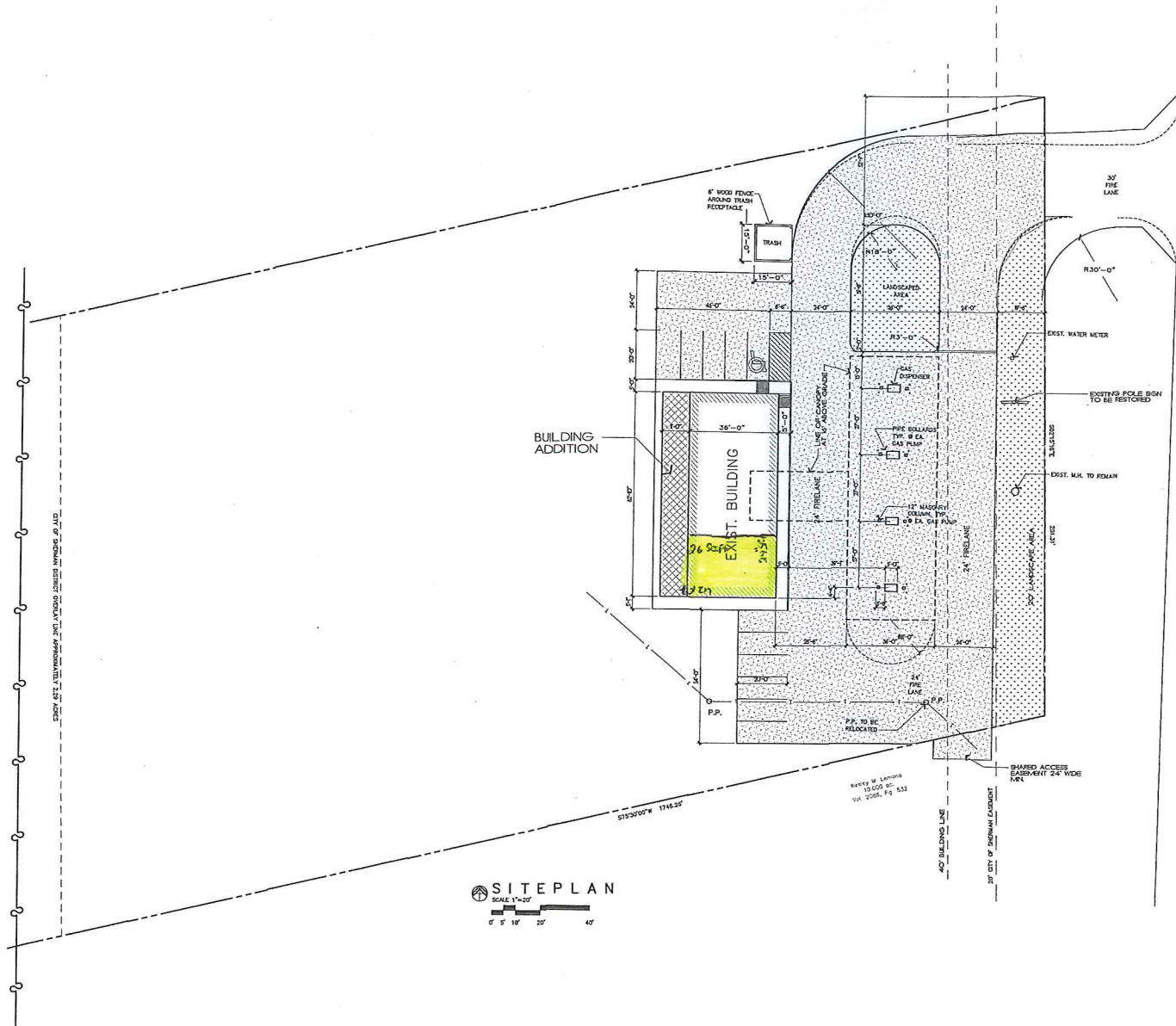


1 in = 500 ft

1730 S. FM 1417 (Heritage Parkway)



F. M. HIGHWAY 1417



SITEPLAN
SCALE: 1"=20'
0' 5' 10' 20' 40'

TATCHIO AND ASSOCIATES ARCHITECT

P.O. Box 2062

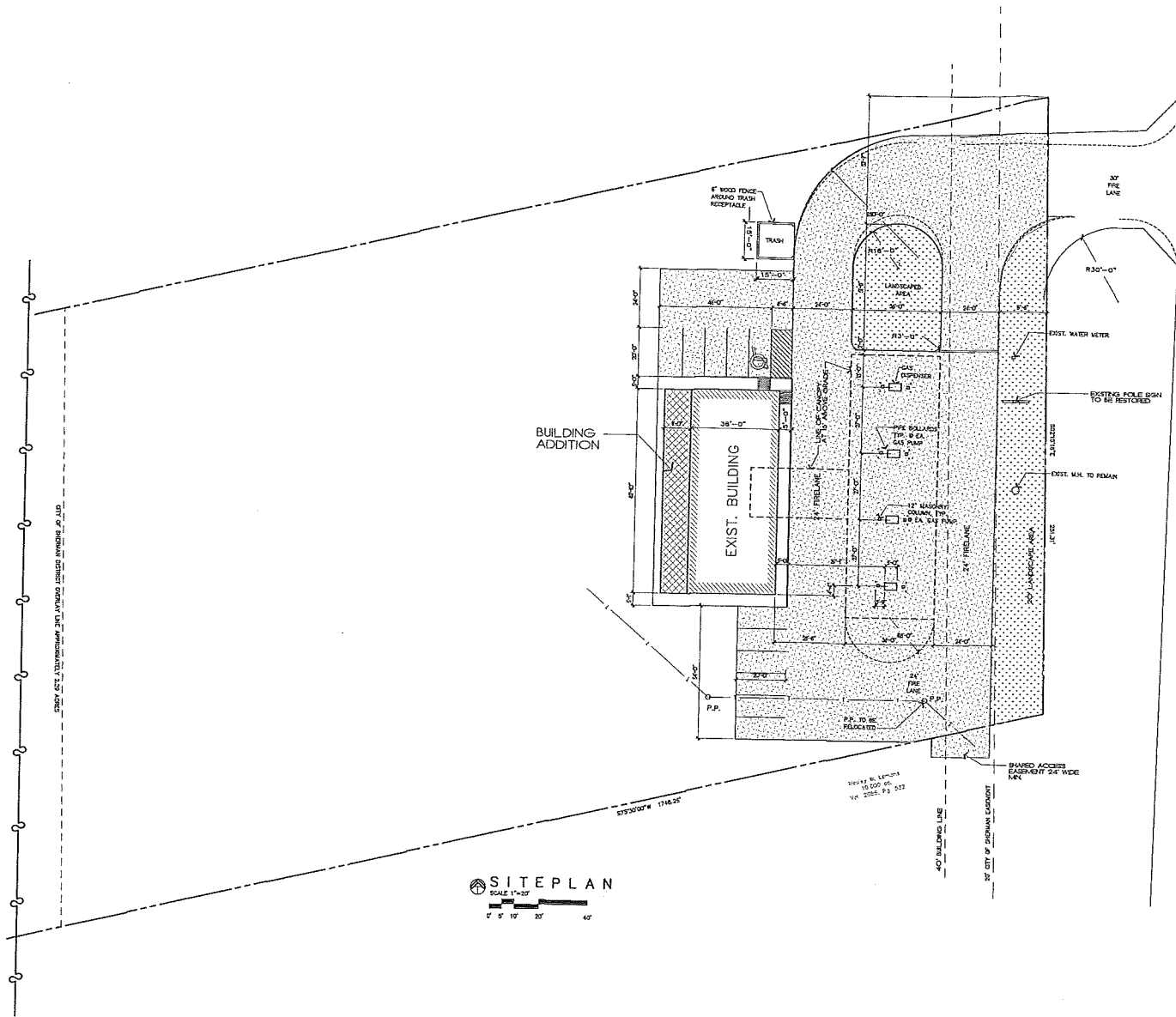
Sherman, Texas 75091

(903) 766 - 9092

(903) 766 - 4349 FAX

tatchio@earthlink.net





SITEPLAN
 SCALE 1"=20'
 0' 10' 20' 40'

TATCHIO AND ASSOCIATES ARCHITECT

P.O. Box 2062 Sherman, Texas 75091 903/786-9092 903/786-4349 FAX notatatchio@aol.com

A COMMERCIAL STORE #
 1222 FM HWY. 147 SOUTH
 SHERMAN, TEXAS

APR 24/2002
 0430
 PROJECT NO.
SP-1
 SHEET NO.

1:000000000 147 COMMERCIAL STORE SITE PLAN 04/24/2002 08 PM



STAFF REVIEW LETTER

June 14, 2017

Kashmir Singh
1730 South FM 1417 (Heritage Parkway)
Sherman, TX 75092

Tatchio & Associates
PO Box 2062
Sherman, TX 75091

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow a liquor store in a C-2 (General Commercial) District/O-1.1 (FM 1417 Overlay) District for the property located at 1730 South FM 1417 (Heritage Parkway) has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, June 20, 2017 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the O-1.1 (FM 1417 Overlay) District, the Specific Use Permit ordinance, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. All parking shall be on private property and shall not encroach into FM 1417 (Heritage Parkway) right-of-way.
4. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt.
5. A parking space is considered to be 9'x20'.
6. Shall comply with all City, Federal and State regulations for this use.
7. Review the zoning and development ordinance for additional requirements.
8. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

Respectfully,



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

CC:	Robby Hefton, City Manager	Danny Fuller, Fire Marshal
	Mark Gibson, Director of Utilities	Brandon Shelby, City Attorney
	Clint Philpott, P.E., Director of Engineering	Steve Ayers, Dir. Of Community and Support Services
	Don Keene, Asst. City Manager	Amber Doan, Engineering Coordinator



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

Agenda Item No. 6.

Meeting Date: 06/20/2017

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

Clay Mahone, Chairman

Kyle Patterson, Vice-Chairman

Joe Gilbert, Commissioner

Eric Elliott, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

1730 S. FM 1417 (HERITAGE PARKWAY)

The request of Kashmir Singh and Sandeep Kaur (Owners) and Tatchio & Associates (Architect) concerning the property at 1730 South FM 1417 (Heritage Parkway), being 2.590 acres in the Elizabeth Jones Survey, Abstract No. 625, as follows;

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a liquor store in a C-2 (General Commercial) District/O-1.1 (FM 1417 Overlay) District.

Background:

The property is located at 1730 South FM 1417 (Heritage Parkway) between Park Avenue and Quail Run Road; City Mart Convenience Store is the tenant. The property is zoned a C-2 General Commercial District and is also located in the O-1.1 (FM 1417 Overlay) District. The owners would like to open a liquor store in the south corner of the building.

Adjacent Zoning:

R-1 (One Family Residential) District

C-1 (Retail Business) District

Origination:

Kashmir Singh and Sandeep Kaur (Owners)
Tatchio & Associates (Architect)

Master Plan Designation:

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

Number of notices mailed:

3

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Elevations

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.9.

Meeting Date: 07/17/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6039

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Social Entertainment Lounge in a C-1 (Retail Business) District/Central Business District at 221 South Travis Street, being the North 20' of Lot 5, Block 8, Original Town Plat, less and except the East Twelve Feet owned by the City of Sherman for an Alley (Wilson Children's Trust, Owners; Patrick A. Cravens, Tenant; and Sartin & Associates, Inc., Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of Wilson Children's Trust (Owners), Patrick A. Cravens (Tenant) and Sartin & Associates, Inc. (Surveyor) concerning the property located at 221 South Travis Street, being the north 20' of Lot 5, Block 8, Original Town Plat, less and except the east 12' owned by the City of Sherman for an alley, for a Specific Use Permit to allow a social entertainment lounge in a C-1 (Retail Business) District/Central Business District

Background:

The property is located at 221 South Travis Street, between Lamar and Jones Streets. The property is zoned a C-1 (Retail Business) District and is also located in the Central Business District.

The owners would like to open a social entertainment lounge, providing broadcast and live entertainment, food and beverage in a facility with social and business amenities such as; relaxing lounge seating, recorded Jazz and Neo Soul background music, big screen TVs, karaoke and open mic night, free Wi-Fi, as well as copy, fax and print service. They will also have a limited food menu, providing a basic appetizer type menu and enjoy beverages from the coffee/wine bar as well as high-end spirits for sale. The existing building is brick and metal; the owners plan to remove the metal on the upper portion of the building, not knowing what is under there, but will conform to the requirements for the area. They are targeting opening the end of August or first of September.

Origination:

Wilson Children's Trust (Owners)

Patrick A. Cravens (Tenant)

Sartin & Associates, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 20, 2017 regular meeting, the Planning and Zoning Board voted 9/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6039

Location Map

Zoning Map

Zoning Sign Photo

Survey/Site Plan

Elevations

Staff Review Letter

P&Z Communication

ORDINANCE NO. 6039

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 SOCIAL ENTERTAINMENT LOUNGE IN A C-1 (RETAIL BUSINESS) DISTRICT/CENTRAL BUSINESS DISTRICT AT 221 SOUTH TRAVIS STREET, BEING THE NORTH 20' OF LOT 5, BLOCK 8, ORIGINAL TOWN PLAT, LESS AND EXCEPT THE EAST TWELVE FEET OWNED BY THE CITY OF SHERMAN FOR AN ALLEY (WILSON CHILDREN'S TRUST, OWNERS; PATRICK A. CRAVENS, TENANT; AND SARTIN & ASSOCIATES, INC., SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Wilson Children's Trust (Owners), Patrick A. Cravens (Tenant) and Sartin & Associates, Inc. (Surveyor) are granted a Specific Use Permit to allow a Social Entertainment Lounge in a C-1 (Retail Business) District/Central Business District at 221 South Travis Street, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING the north 20' of Lot 5, Block 8, Original Town Plat, less and except the east 12' owned by the City of Sherman for an alley

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, the Central Business District, the Specific Use Permit, and the sign ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. The exterior façade is required to be masonry or equivalent unless an exception is approved.
4. Prohibited activities: nudity, controlled substances, illegal games or gaming devices, and noise disturbances.
5. Shall comply with the Smoking Ordinance (Chapter 8, Article 8.06); the Sexually Oriented Business Ordinance (Chapter 4, Article 4.02) and the Specific Use Permit Ordinance (Chapter 14, Exhibit A, Section 8, Subsection 5, a).
6. Shall comply with all City, Federal and State regulations for this use.
7. Violations of the conditions of the Specific Use Permit Shall will terminate the Specific Use Permit.
8. Review the zoning and development ordinance for additional requirements.
9. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

10. The location of trash receptors must be approved by the Public Works Department.
11. The City of Sherman does not maintain alleys.
12. Parking will be permitted on improved surfaces only.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

EFFECTIVE DATE 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**



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

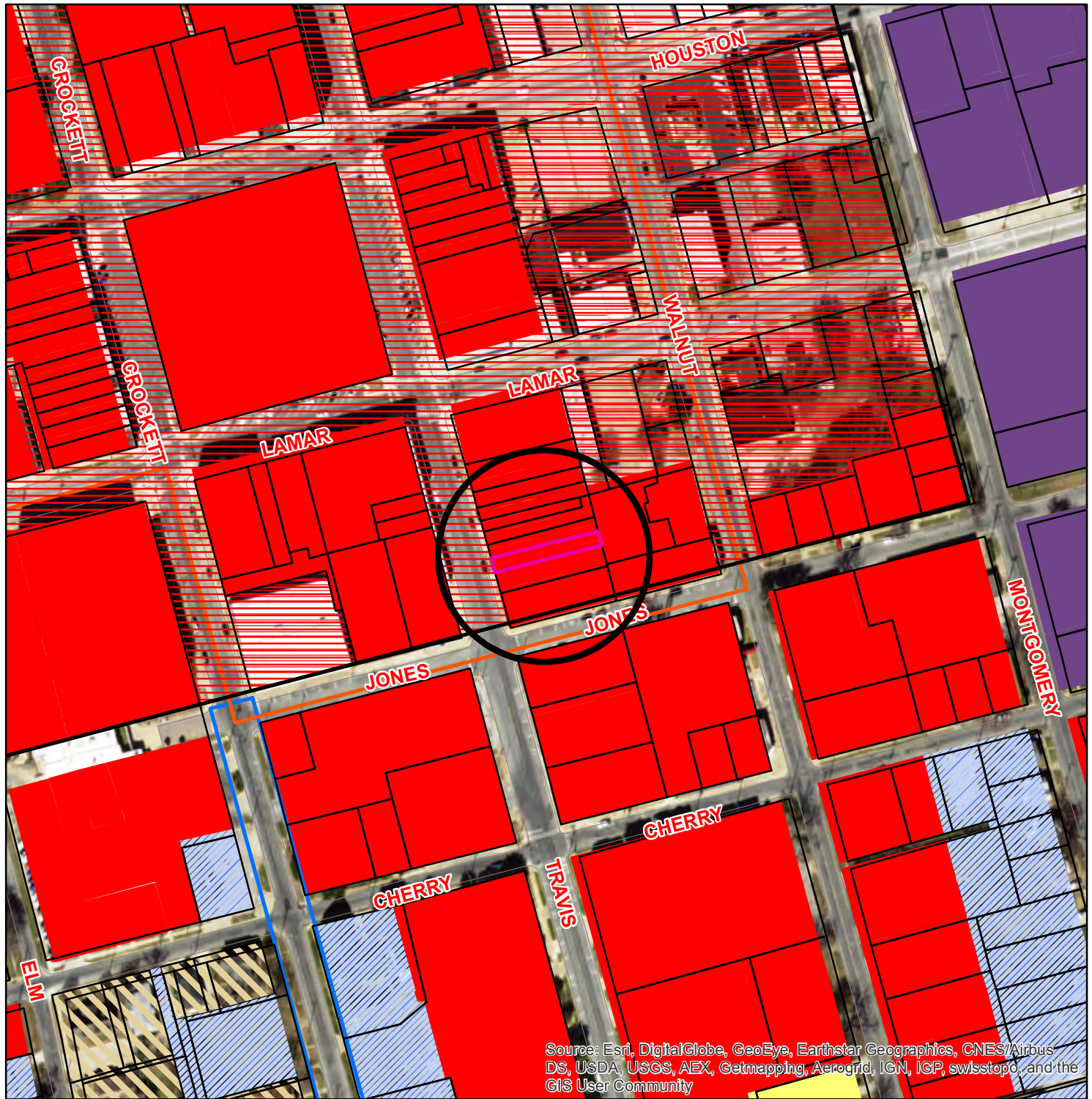


221 S. Travis



1 in = 200 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 221 S. Travis

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

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

Unknown

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

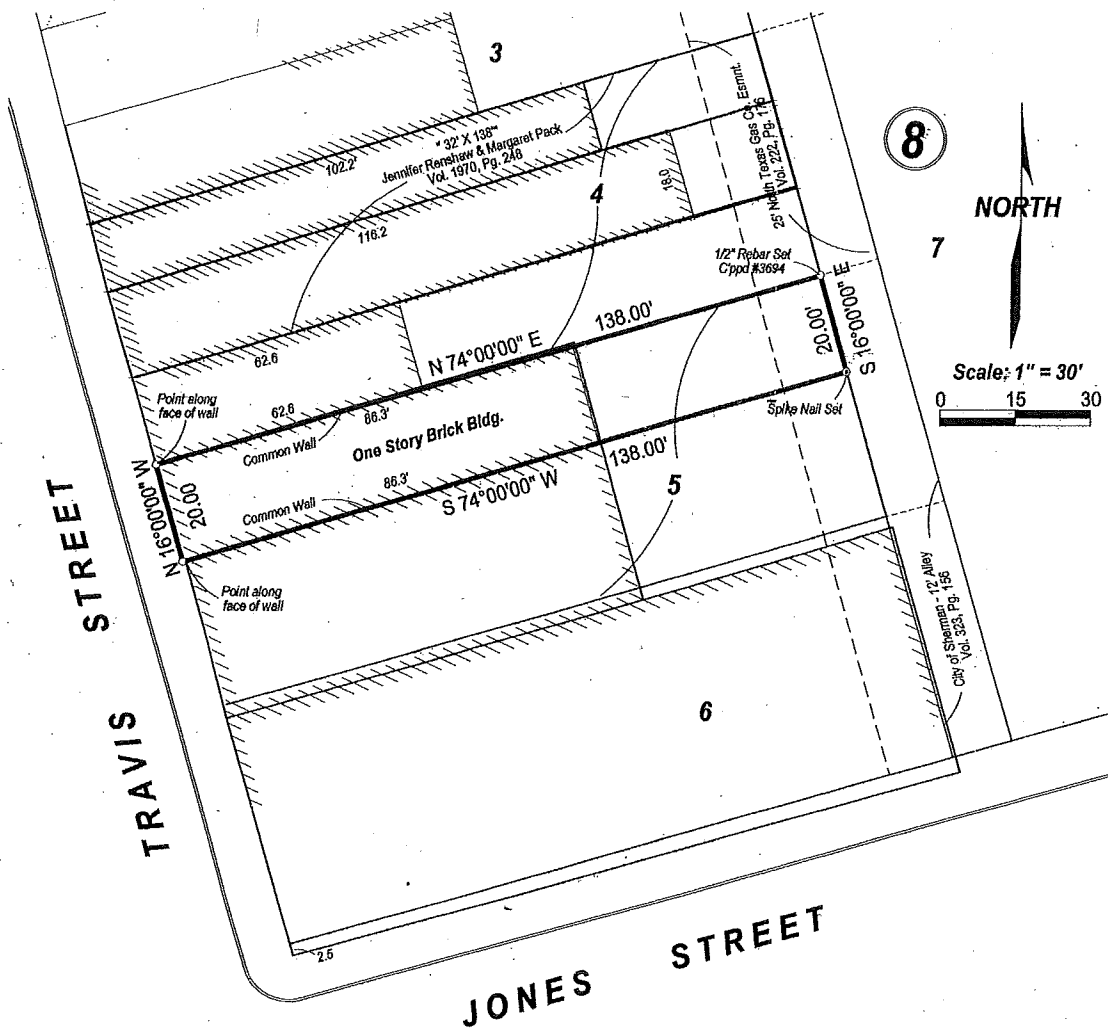


NOT TO SCALE

1 in = 194 ft

221 S. Travis





SARTIN & ASSOCIATES, INC.

REGISTERED PROFESSIONAL LAND SURVEYORS

P.O. Box 1843 * 109 S. Travis * Sherman, Texas 75091-1843
Ph (903) 892-8003 * Fax (903) 868-2970 * Email - msartin@gcecisp.com

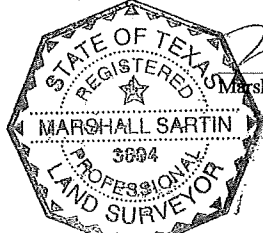
SURVEY FOR: THE WILSON CHILDREN'S TRUST

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 15 th day of September, 2014 of the following described property:

BEING the North Twenty feet of Lot FIVE (5) in Block EIGHT (8) of the ORIGINAL TOWN PLAT of SHERMAN, TEXAS as shown by plat of record in Volume "B", Page 1, Deed Records, Grayson County, Texas, **LESS and EXCEPT** the East Twelve feet (12 ft.) owned by the City of Sherman for an alley acquired under condemnation in 1926, in Cause No. 11033 on the docket of the County Court of Grayson County, Texas, entitled "The City of Sherman vs S. M. Oliphant, et al", recorded in Volume 323, Page 156, Deed Records, Grayson County, Texas.

That the improvements located on said property are known as 221 S. TRAVIS STREET, SHERMAN, TEXAS, that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying and is subject to all easements of record that may affect said property.

THIS SURVEY PLAT WAS PREPARED FROM A SURVEY PERFORMED ON THE DATE SHOWN HEREON FOR THE CLIENT NAMES HEREINABOVE AND FOR THE TRANSACTION TAKING PLACE AT THE TIME OF THIS SURVEY. THIS SURVEY PLAT IS NOT TO BE USED IN CONNECTION WITH ANY FUTURE TRANSACTIONS WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE UNDERSIGNED SURVEYOR AND THE UNDERSIGNED SURVEYOR ACCEPTS NO LIABILITY FOR ANY FUTURE UNAUTHORIZED USE OF THIS SURVEY PLAT.



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



← Metal Siding

221 S. Travis Street

BEING the North Twenty feet of Lot FIVE (5) in Block EIGHT (8) of the ORIGINAL TOWN PLAT
Of SHERMAN, TEXAS as shown by plat of record in Volume "B", page 1, Deed Records,
Grayson County, Texas.

STAFF REVIEW LETTER

June 14, 2017

Wilson Children's Trust
138 Sand Creek Circle
Sherman, TX 75092

Sartin & Associates Survey Company
P.O. Box 1843
Sherman, Texas 75090

Patrick Cravens
221 S. Travis
Sherman, TX 75090

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow a social entertainment lounge in a C-1 (Retail Business) District/Central Business District for the property located at 221 South Travis Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, June 20, 2017 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, the Central Business District, the Specific Use Permit, and the sign ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. The exterior façade is required to be masonry or equivalent unless an exception is approved.
4. Prohibited activities: nudity, controlled substances, illegal games or gaming devices, and noise disturbances.
5. Shall comply with the Smoking Ordinance (Chapter 8, Article 8.06); the Sexually Oriented Business Ordinance (Chapter 4, Article 4.02) and the Specific Use Permit Ordinance (Chapter 14, Exhibit A, Section 8, Subsection 5, a).
6. Shall comply with all City, Federal and State regulations for this use.
7. Violations of the conditions of the Specific Use Permit Shall will terminate the Specific Use Permit.
8. Review the zoning and development ordinance for additional requirements.
9. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

10. The location of trash receptors must be approved by the Public Works Department.
11. The City of Sherman does not maintain alleys.
12. Parking will be permitted on improved surfaces only.

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

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

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

Respectfully,



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

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

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



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

Agenda Item No. 7.

Meeting Date: 06/20/2017

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

Clay Mahone, Chairman

Kyle Patterson, Vice-Chairman

Joe Gilbert, Commissioner

Eric Elliott, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

221 S. TRAVIS STREET

The request of Wilson Children's Trust (Owners), Patrick A. Cravens (Tenant) and Sartin & Associates, Inc. (Surveyor) concerning the property located at 221 South Travis Street, being the north 20' of Lot 5, Block 8, Original Town Plat, less and except the east twelve feet owned by the City of Sherman for an alley, as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a social entertainment lounge in a C-1 (Retail Business) District/Central Business District.

Background:

The property is located at 221 South Travis Street between Lamar and Jones Streets. The property is zoned a C-1 (Retail Business) District and is also located in the Central Business District.

The owner would like to open a social entertainment lounge, providing broadcast and live entertainment, food & beverage in a facility with social and business amenities such as; relaxing lounge seating, recorded Jazz and Neo Soul background music, big screen TV's, karaoke and open mic night, free Wi-Fi, as well as copy, fax and print service. The existing building is brick and metal; the owner plans to remove the metal on the upper portion of the building.

Adjacent Zoning:

C-1 (Retail Business) District

Origination:

Wilson Children's Trust (Owners)

Patrick A. Cravens (Tenant)

Sartin & Associates, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

13

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Survey/Site Plan

Elevations

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.10.

Meeting Date: 07/17/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6040

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow D-BAT Texoma a Baseball and Softball Training Center with Batting Cages (Commercial Amusement Center) in a C-2 (General Commercial) District at 4113 North Frisco Road, being 4.643 acres in the W.F. Patterson Survey, Abstract No. 969 and the J. Hendrix Survey, Abstract No. 503 (Buffalo Gap Street Properties, LLC, Owners; D-BAT Texoma, Tenant; Joe Flores, Representative; and Helvey-Wagner Surveying, Inc., Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of Buffalo Gap Street Properties, LLC (Owners), D-BAT Texoma (Tenant), Joe Flores (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property located at 4113 North Frisco Road, being 4.643 acres in the W.F. Patterson Survey, Abstract No. 969 and the J. Hendrix Survey, Abstract No. 503, for a Specific Use Permit to allow D-BAT Texoma a baseball and softball training center with batting cages (commercial amusement center) in a C-2 (General Commercial) District

Background:

The property is located at 4113 North Frisco Road, the northeast corner of Frisco Road and Dripping Springs Road, and is zoned a C-2 (General Commercial) District.

D-BAT Texoma is a baseball and softball training facility with the vision to provide a quality teaching environment with quality instruction to enhance the baseball and softball experience for players at all levels from Little League through the collegiate and professional levels. They would like to construct a 1,760 square foot metal building with 48" brick wainscot on three sides of the building (the front and two sides). They are requesting an exception to the parking requirements to allow a minimum of 35 parking spaces including handicap parking for the first phase of the project; then they would increase the parking to 88 parking when phase two - the baseball field - is completed.

The Board of Adjustments granted an exception to allow a metal building with a 48" brick wainscot on the north and south sides and full brick on the west side of the building and to allow 35 parking spaces in lieu of 88 required with the condition no parking on the grass or the exception for the parking goes away.

Origination:

Buffalo Gap Street Properties, LLC (Owners)
D-BAT Texoma (Tenant)
Joe Flores (Representative)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 20, 2017 regular meeting, the Planning and Zoning Board voted 9/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6040
Location Map
Zoning Map
Zoning Sign Photo
Survey
Site Plan
Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6040

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 D-BAT TEXOMA A BASEBALL AND SOFTBALL TRAINING CENTER WITH BATTING CAGES (COMMERCIAL AMUSEMENT CENTER) IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 4113 NORTH FRISCO ROAD, BEING 4.643 ACRES IN THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969 AND THE J. HENDRIX SURVEY, ABSTRACT NO. 503 (BUFFALO GAP STREET PROPERTIES, LLC, OWNERS; D-BAT TEXOMA, TENANT; JOE FLORES, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Buffalo Gap Street Properties, LLC (Owners), D-BAT Texoma (Tenant), Joe Flores (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor) are granted a Specific Use Permit to allow D-BAT Texoma a baseball and softball training center with batting cages (commercial amusement center) in a C-2 (General Commercial) District at 4113 North Frisco Road, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, and being a part of the W. F. Patterson Survey, Abstract No. 969 and being a part of the J. Hendrix Survey,

Abstract No. 503, and being a part of the "called" 5.2387 ac. tract of land conveyed to Wallace Holdings, LP by Don T. Wallace, individually and as Trustee of the Foy Wallace Trust B by General Warranty Deed dated December 12, 2002 and recorded in Volume 3366, Page 109, 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 inch pipe found in the South line of the 3.024 ac. tract of land conveyed to KXII, LP. in Volume 2845, Page 269, said Official Public Records, at the Northeast corner of both said Wallace Holdings 5.2387 ac. and the herein described tract;

THENCE South 33 deg. 54 min. 44 sec. West, with the East line of said Wallace Holdings 5.2387 ac., a distance of 519.45 ft. to a PK nail with flasher set in the center of said Dripping Springs Road, in the North line of the 0.20 acre tract (Parcel No. 2·Tract 2) of land conveyed to Wallace Holdings in Volume 3366, Page 101, said Official Public Records, at the Southeast corner of both said Wallace Holdings 5.2387 ac. and the herein described tract;

THENCE North 88 deg. 58 min. 50 sec. West, with the center of said Dripping Springs Road and the South line of said Wallace Holdings 5.2387 acres and the North line of said Wallace Holdings 0.20 acres, a distance of 378.00 ft. to a spike nail found near the intersection of the center of said Dripping Springs Road with the center of Frisco Road, a public road, at the Southwest corner of both said Wallace Holdings 5.2387 ac. and the herein described tract;

THENCE North 01 deg. 56 min. 06 sec. East, with the center of said Frisco Road and the West line of said Wallace Holdings 5.2387 acres, a distance of 435.44 ft. to a PK nail with flasher set at the Southwest corner of said KXII, L.P. 3.024 ac., at the Northwest corner of both said Wallace Holdings 5.2387 ac. and the herein described tract;

THENCE South 89 deg. 02 min. 58 sec. East, with the South line of said KXII 3.024 ac. and the North line of said Wallace Holdings 5.2387 ac., a distance of 25.70 ft. to a ½ inch capped rebar set stamped "RPLS 6578" at the Northwest corner of the 0.511 ac. tract of land conveyed to General Telephone Co. of the Southwest in Volume 1916, Page 675, Real Property Records, Grayson County, Texas, at a Northeast corner of the herein described tract;

THENCE Southerly, with the West line of said General Telephone Co. of the Southwest 0.511 ac., over and across said Wallace Holdings 5.2387 ac. and with a curve to the right, having a radius of 197.78 ft. and a central angle of 12 deg. 18 min. 21 sec. (chord bears South 04 deg. 45 min. 51 sec. East, 42.40 ft.) an arc distance of 42.48 ft. to a ½ inch capped rebar set stamped "RPLS 6578" at the end of said curve;

THENCE South 01 deg. 23 min. 20 sec. West, continuing over and across said Wallace Holdings 5.2387 ac., with the West line of said General Telephone Co. of the Southwest 0.511 ac., a distance of 78.30 ft. to a point in a concrete curb, at the Southwest corner of said General Telephone Co. of the Southwest 0.511 ac., at an Ell corner of the herein described tract;

THENCE South 88 deg. 59 min. 52 sec. East, continuing over and across said Wallace Holdings 5.2387 ac., with the South line of said General Telephone Co. of the Southwest 0.511 ac., with the center of a concrete curb, a distance of 185.00 ft. to a point at the Southeast corner of said General Telephone Co. of the Southwest 0.511 ac., at an Ell corner of the herein described tract, at the end of said concrete curb;

THENCE North 01 deg. 23 min. 20 sec. East, continuing over and across said Wallace Holdings 5.2387 ac., with the East line of said General Telephone Co. of the Southwest 0.511 ac., a distance of 120.65 ft. to a ½ inch capped rebar set stamped "RPLS 6578" in the South line of said KXII 3.024 ac., in the North line of said Wallace Holdings 5.2387 ac., at the Northeast corner of said General Telephone Co. of the Southwest 0.511 ac., at a Northwest corner of the herein described tract;

THENCE South 89 deg. 02 min. 58 sec. East, with the South line of said KXII 3.024 ac. and the North line of said Wallace Holdings 5.2387 ac., a distance of 437.90 ft. to the **PLACE OF BEGINNING and containing 4.643 ACRES of land**.....

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the sign ordinance, the screening ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Parking is permitted on paved surfaces only (concrete or asphalt).
3. A parking space is considered to be 9'x20'.
4. All parking shall be on private property and shall not encroach into Frisco Road or Dripping Springs Road right-of-way.
5. The exterior façade is required to be masonry or equivalent unless an exception is approved.
6. Fire lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
7. Review the zoning and development ordinance for additional requirements.
8. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

9. Platting of the property is required.
10. Pro-Rata will be due at the time of development.
11. Verify fire lane requirements with Fire Marshall.
12. The location of trash receptors must be approved by the Public Works Department.
13. New Drive approaches and sidewalks shall conform to City of Sherman standards and a permit is required.
14. Detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
15. A utility, drainage, and grading plan shall be provided and approved by the City Engineering Department. A site development meeting is recommended.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

EFFECTIVE DATE on this the _____ day of _____, 2017.

CITY OF SHERMAN, TEXAS

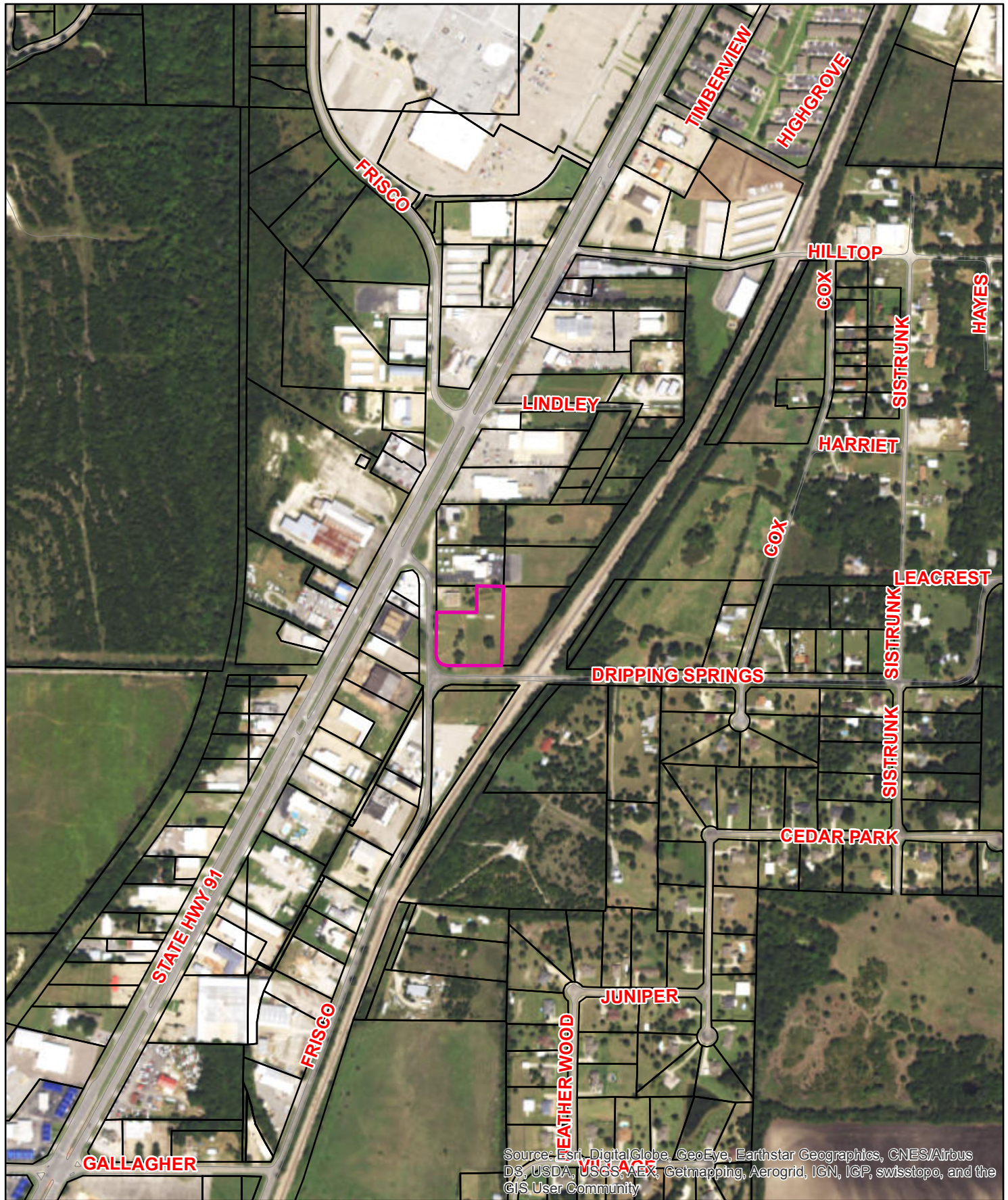
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

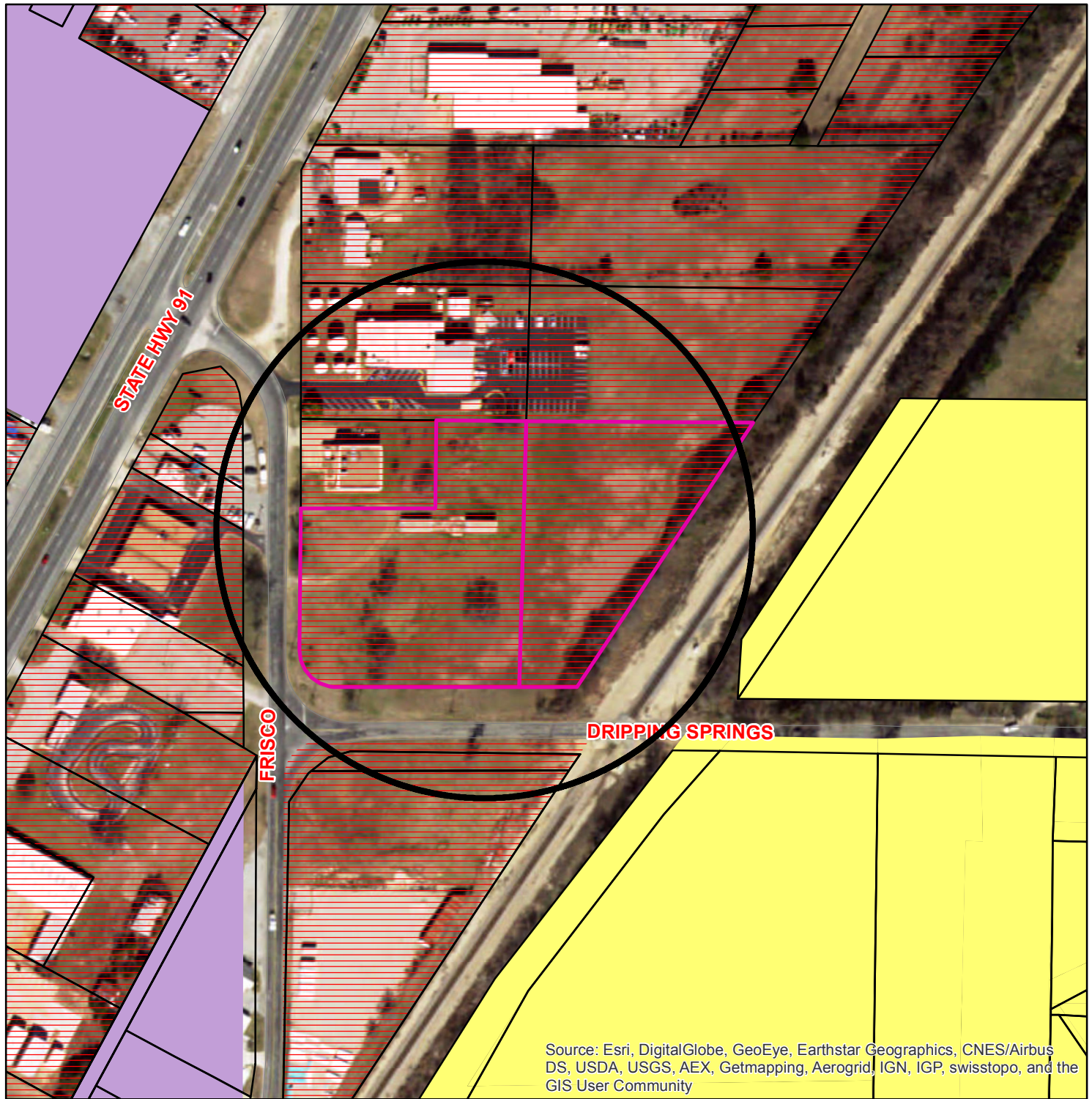


4113 N. Frisco Road



1 in = 600 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 4113 N. Frisco Road

Legend		
Special Districts Overlay	Transportation Corridor	Zoning Districts
Arts and Cultural District Blalock Commercial Overlay District Central Business District College Park District Downtown Overlay District Historic Preservation District	FM 1417 Sam Rayburn Freeway US Hwy 82 and 75 SH 289 FM 691	Unknown BIP Blalock Industrial Park C-1 Retail Business District C-2 General Commercial District CO Office District Lakes M-1 Light Manufacturing District M-1.5 Medium Manufacturing District M-2 Heavy Manufacturing District MH Manufacturing Housing District R-1 One Family Residential District R-2 Multi-Family Residential District R-A Single Family Agricultural District SF-1 Single Family Residential District



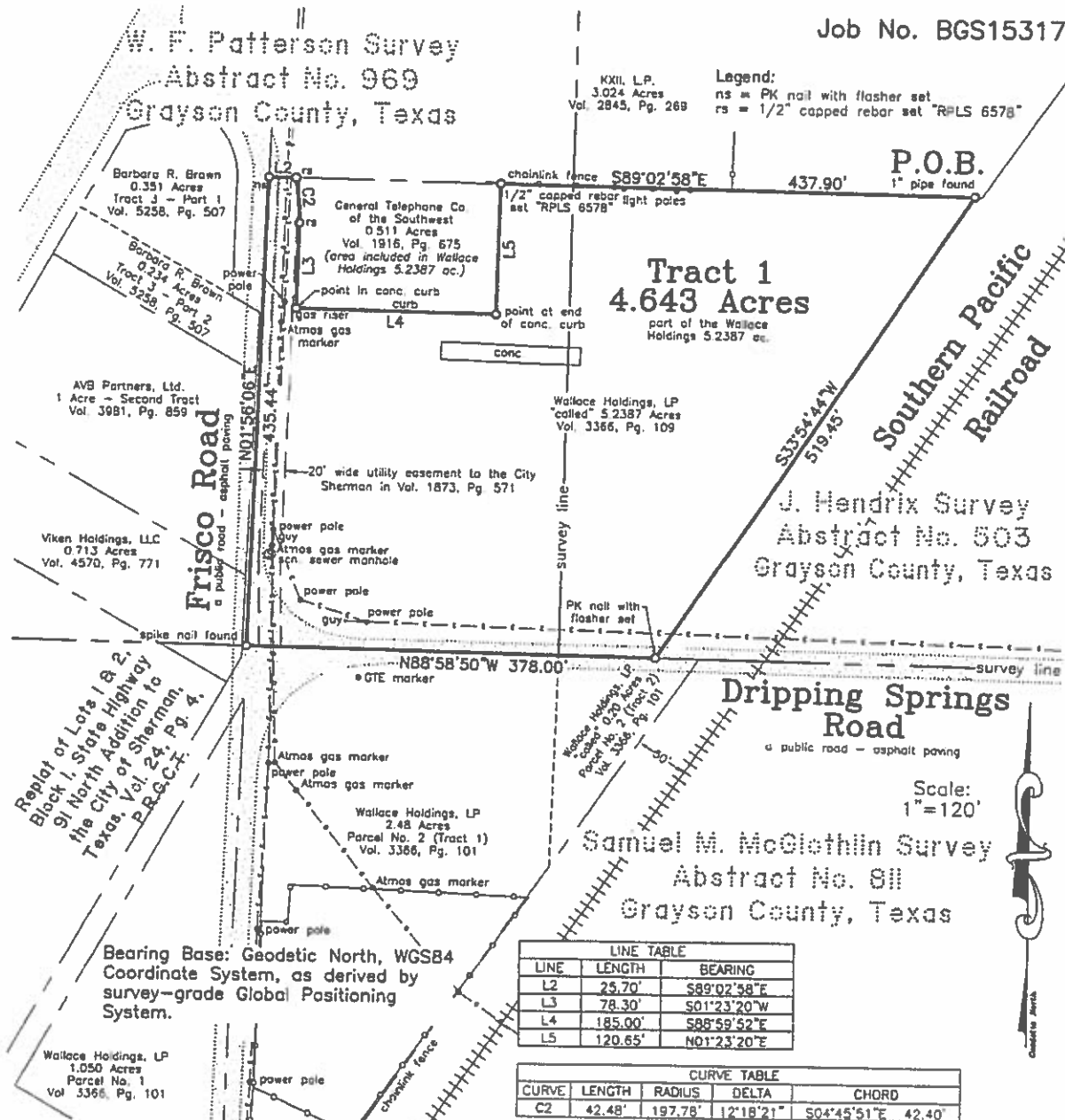
City of Sherman, Texas
Developmental Services Department



1 in = 194 ft

4113 N. Frisco Road





Owner: Wallace Holdings, LP

Buyer: Buffalo Gap Street Properties, LLC

This survey is for the sole benefit of the transaction by and between the owner and buyer stated at left 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 under my personal and direct supervision, that visible and observable evidence of easements or rights-of-way that were detected during the course of this survey are shown hereon, that the plat substantially complies with the Current Minimum Standards for Professional Land Surveyors, as adopted by the Texas Board of Professional Land Surveying and is a true and correct representation of the property shown hereon.

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. 48181C0290 F, Revised Date: September 29, 2010.

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph (903) 463-6191 Fax (903) 463-4088
Email: helveysurvey@comcast.net
Texas Board of Professional Land Surveying
Firm Registration No. 1008810

Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: March 13, 2017

Helvey-Wagner Surveying, Inc.

222 West Main Street • Denison, Texas 75020

Ph: (903) 463-6191 • Fax: (903) 463-4088 • Email: helveysurveying@cablone.net

TBPLS Firm Registration No. 10088100

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

TRACT 1 – 4.643 ACRES

SITUATED in the County of Grayson, State of Texas, and being a part of the W. F. Patterson Survey, Abstract No. 969 and being a part of the J. Hendrix Survey, Abstract No. 503, and being a part of the “called” 5.2387 ac. tract of land conveyed to Wallace Holdings, LP by Don T. Wallace, individually and as Trustee of the Foy Wallace Trust B by General Warranty Deed dated December 12, 2002 and recorded in Volume 3366, Page 109, 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 inch pipe found in the South line of the 3.024 ac. tract of land conveyed to KXII, L.P. in Volume 2845, Page 269, said Official Public Records, at the Northeast corner of both said Wallace Holdings 5.2387 ac. and the herein described tract;

THENCE South 33 deg. 54 min. 44 sec. West, with the East line of said Wallace Holdings 5.2387 ac., a distance of 519.45 ft. to a PK nail with flasher set in the center of said Dripping Springs Road, in the North line of the 0.20 acre tract (Parcel No. 2-Tract 2) of land conveyed to Wallace Holdings in Volume 3366, Page 101, said Official Public Records, at the Southeast corner of both said Wallace Holdings 5.2387 ac. and the herein described tract;

THENCE North 88 deg. 58 min. 50 sec. West, with the center of said Dripping Springs Road and the South line of said Wallace Holdings 5.2387 ac. and the North line of said Wallace Holdings 0.20 ac., a distance of 378.00 ft. to a spike nail found near the intersection of the center of said Dripping Springs Road with the center of Frisco Road, a public road, at the Southwest corner of both said Wallace Holdings 5.2387 ac. and the herein described tract;

THENCE North 01 deg. 56 min. 06 sec. East, with the center of said Frisco Road and the West line of said Wallace Holdings 5.2387 ac., a distance of 435.44 ft. to a PK nail with flasher set at the Southwest corner of said KXII, L.P. 3.024 ac., at the Northwest corner of both said Wallace Holdings 5.2387 ac. and the herein described tract;

THENCE South 89 deg. 02 min. 58 sec. East, with the South line of said KXII 3.024 ac. and the North line of said Wallace Holdings 5.2387 ac., a distance of 25.70 ft. to a 1/2 inch capped rebar set stamped “RPLS 6578” at the Northwest corner of the 0.511 ac. tract of land conveyed to General Telephone Co. of the Southwest in Volume 1916, Page 675, Real Property Records, Grayson County, Texas, at a Northeast corner of the herein described tract;

THENCE Southerly, with the West line of said General Telephone Co. of the Southwest 0.511 ac., over and across said Wallace Holdings 5.2387 ac. and with a curve to the right, having a radius of 197.78 ft. and a central angle of 12 deg. 18 min. 21 sec. (chord bears South 04 deg. 45 min. 51 sec. East, 42.40 ft.), an arc distance of 42.48 ft. to a 1/2 inch capped rebar set stamped “RPLS 6578” at the end of said curve;

THENCE South 01 deg. 23 min. 20 sec. West, continuing over and across said Wallace Holdings 5.2387 ac., with the West line of said General Telephone Co. of the Southwest 0.511 ac., a distance of 78.30 ft. to a point in a concrete curb, at the Southwest corner of said General Telephone Co. of the Southwest 0.511 ac., at an Ell corner of the herein described tract;

THENCE South 88 deg. 59 min. 52 sec. East, continuing over and across said Wallace Holdings 5.2387 ac., with the South line of said General Telephone Co. of the Southwest 0.511 ac., with the center of a concrete curb, a distance of 185.00 ft. to a point at the Southeast corner of said General Telephone Co. of the Southwest 0.511 ac., at an Ell corner of the herein described tract, at the end of said concrete curb;

THENCE North 01 deg. 23 min. 20 sec. East, continuing over and across said Wallace Holdings 5.2387 ac., with the East line of said General Telephone Co. of the Southwest 0.511 ac., a distance of 120.65 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" in the South line of said KXII 3.024 ac., in the North line of said Wallace Holdings 5.2387 ac., at the Northeast corner of said General Telephone Co. of the Southwest 0.511 ac., at a Northwest corner of the herein described tract;

THENCE South 89 deg. 02 min. 58 sec. East, with the South line of said KXII 3.024 ac. and the North line of said Wallace Holdings 5.2387 ac., a distance of 437.90 ft. to the **PLACE OF BEGINNING** and containing **4.643 ACRES** of land.



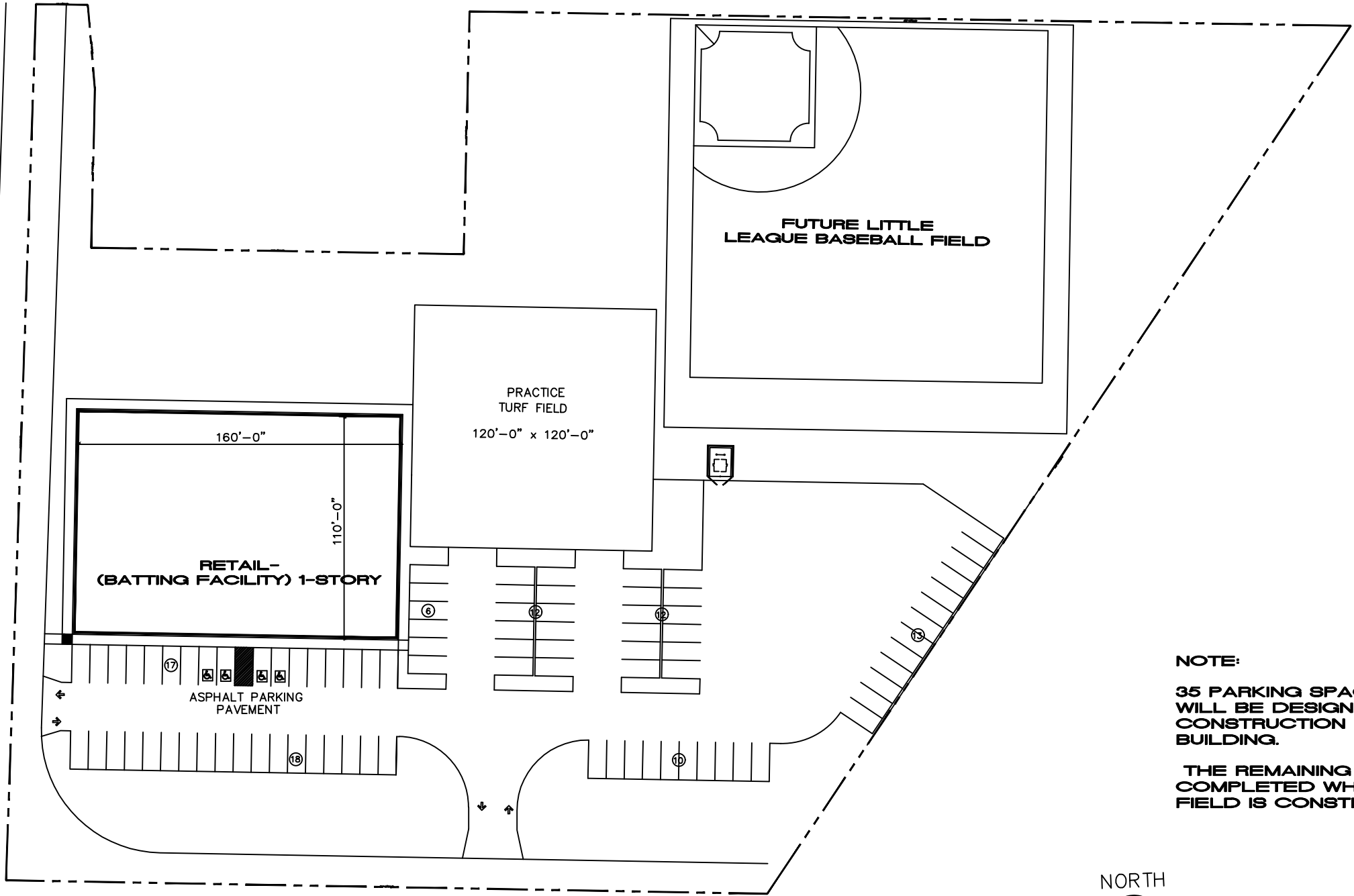

Kate A. Wagner, R.P.L.S. No. 6578
March 13, 2017

D-BAT TEXOMA

4113 N. FRISCO ROAD

SHERMAN, TEXAS 75090

FRISCO ROAD



DRIPPING SPRINGS ROAD

NORTH



01

SITE PLAN

SCALE: 1/64" = 1'-0"

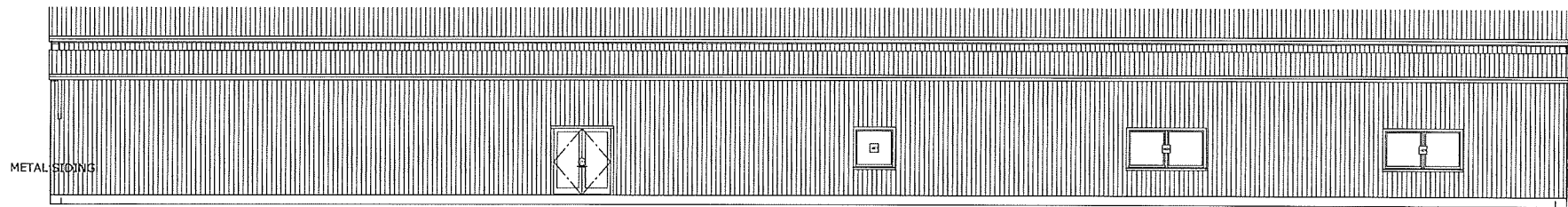


D-BAT

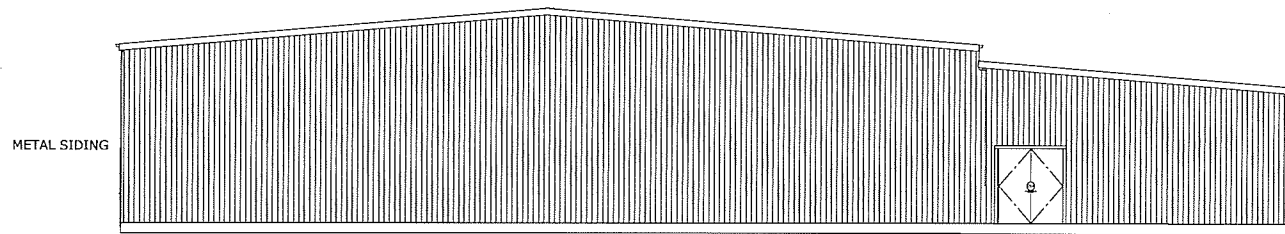
BASEBALL & SOFTBALL ACADEMY



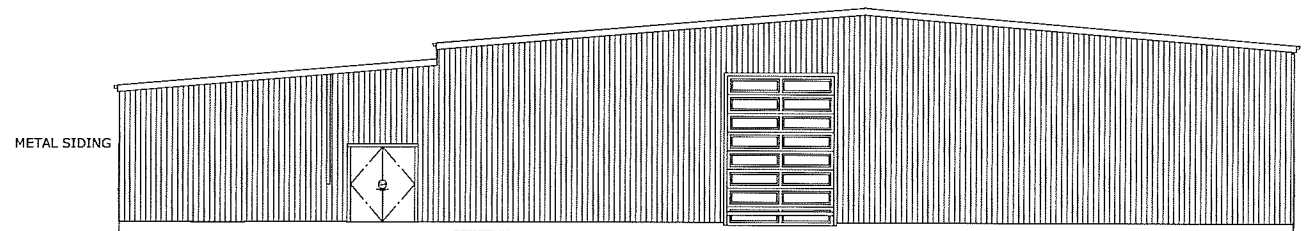




FRONT ELEVATION 1/8 in = 1 ft

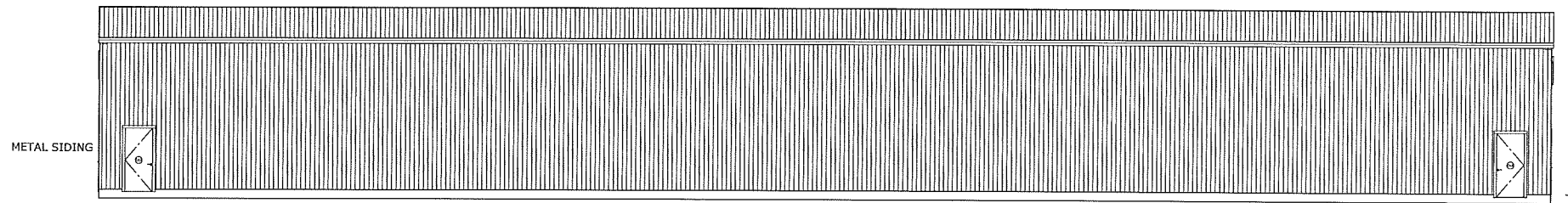


LEFT ELEVATION

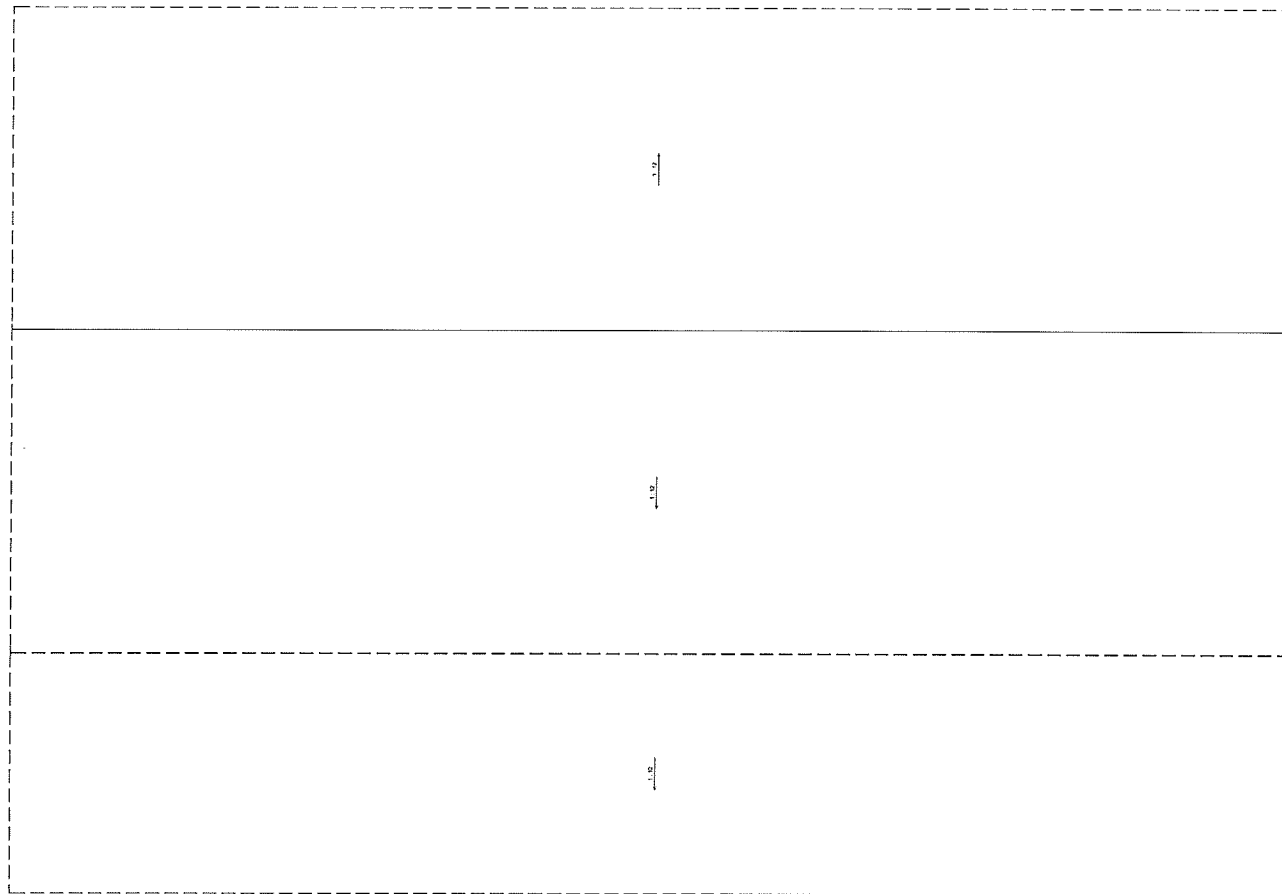


RIGHT ELEVATION

EPIC CONSTRUCTION - D BATS FACILITY			
Date: MAY 2011	Scale: 1/8" = 1'	SQ FT	gpr
ELEVATIONS			
Page #: 8 OF 9	Drawing #: EPIC-17-DBAT2		



REAR ELEVATION 1/8 in = 1 ft



ROOF PLAN 3/32 in = 1 ft

EPIC CONSTRUCTION - D BATS FACILITY			
Date: MAY 2017	Scale: 1/8" = 1'	SQ FT	gpr
ELEVATION AND ROOF PLAN			
Page #: 9 OF 9		Drawing #: EPIC-17-DBAT2	



STAFF REVIEW LETTER

June 14, 2017

Buffalo Gap Street Properties, LLC
Kevin Carlton
4601 Buffalo Gap Road, Ste. B-5
Abilene, TX 79606

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

Joe Flores
3618 Puesta De Sol
San Antonio, TX 78261

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow (D-Bat Texoma) a baseball and softball training center with batting cages (commercial amusement center) in a C-2 (General Commercial) District for the property located at 4113 North Frisco Road has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, June 20, 2017 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the sign ordinance, the screening ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Parking is permitted on paved surfaces only (concrete or asphalt).
3. A parking space is considered to be 9'x20'.
4. All parking shall be on private property and shall not encroach into Frisco Road or Dripping Springs Road right-of-way.
5. The exterior façade is required to be masonry or equivalent unless an exception is approved.
6. Fire lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
7. Review the zoning and development ordinance for additional requirements.
8. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

9. Platting of the property is required.
10. Pro-Rata will be due at the time of development.
11. Verify fire lane requirements with Fire Marshall.
12. The location of trash receptors must be approved by the Public Works Department.
13. New Drive approaches and sidewalks shall conform to City of Sherman standards and a permit is required.
14. Detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
15. A utility, drainage, and grading plan shall be provided and approved by the City Engineering Department. A site development meeting is recommended.

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

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

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

Respectfully,



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

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

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Director of Public Services
Amber Doan, Engineering Coordinator



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

Agenda Item No. 8.

Meeting Date: 06/20/2017

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

Clay Mahone, Chairman

Kyle Patterson, Vice-Chairman

Joe Gilbert, Commissioner

Eric Elliott, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

4113 N. FRISCO ROAD

The request of Buffalo Gap Street Properties, LLC (Owners), DBAT (Tenant), Joe Flores (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property located at 4113 North Frisco Road, being 4.643 acres in the in the W.F. Patterson Survey, Abstract No. 969 and the J. Hendrix Survey, Abstract No. 503, as follows:

Board of Adjustments

Exception under Ordinance No. 2280, Section 6.5, Subsection (5)(d) to allow a metal building with a 48' brick wainscot on three sides for a commercial amusement center with batting cages in lieu of the required masonry on the sides of all buildings visible from front street right-of-way in a C-2 (General Commercial) District.

Board of Adjustments

Exception under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow 35 parking spaces in lieu of the required 88 parking spaces required for a commercial amusement center with batting cages in a C-2 (General Commercial) District.

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow (D-Bat Texoma) a baseball and softball training center with batting cages in a C-2 (General Commercial) District.

Background:

The property is located at 4113 North Frisco Road, the northeast corner of Frisco Road and Dripping Springs Road and is zoned a C-2 (General Commercial) District.

D-Bat Texoma is a baseball and softball training facility with the vision to provide a quality teaching environment with quality instruction to enhance the baseball and softball experience for

players at all levels from Little League through the collegiate and professional levels. They would like to construct a 1,760 square foot metal building with 48" brick wainscot on three sides of the building (the front and two sides). They are requesting an exception to the parking requirements to allow a minimum of 35 parking spaces including handicap parking for the first phase of the project; then they would increase the parking to 88 parking when phase two - the baseball field is completed.

Adjacent Zoning:

C-2 (General Commercial) District

Origination:

Buffalo Gap Street Properties, LLC (Owners)

D-BAT (Tenant)

Joe Flores (Representative)

Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

8

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Survey

Site Plan

Elevations

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.11.

Meeting Date: 07/17/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6041

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow the Addition of a Self-Storage Facility in a C-1 (Retail Business) District/O-1.1 (FM 1417) Overlay District at 2105 South F.M. 1417 (Heritage Parkway), being Lot 3B, Block 1, Replat of Lot 3 of Community USA Addition (Sherman Storage 1, LLC, Owners; and Rod Tatchio, Tatchio & Associates, Architect); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of Sherman Storage 1, LLC (Owners) and Rod Tatchio, Tatchio & Associates (Architect) concerning the property located at 2105 South F.M. 1417 (Heritage Parkway), being Lot 3B, Block 1, Replat of Lot 3 of Community USA Addition for a Specific Use Permit to allow the addition of a self-storage facility in a C-1 (Retail Business) District/O-1.1 (FM 1417) Overlay District

Background:

The property is located at 2105 South F.M. 1417 (Heritage Parkway), between Park Avenue and OB Groner Road. The property is zoned a C-1 (Retail Business) District and is also located in the O-1.1 (FM 1417) Overlay District.

The owners would like to construct a 1,975 square foot addition to the existing self-storage facility; the exterior finish on the addition will be metal. The storage facility is surrounded by a perimeter masonry wall on the exterior buildings. The owners agreed to bricking the west end of the two buildings which are visible through the fence on the west side of the property facing the highway at the June 20, 2017, Board of Adjustments meeting.

Origination:

Sherman Storage 1, LLC (Owners)
Rod Tatchio, Tatchio & Associates (Architect)

Financial Consideration:

None

Staff Recommendation:

At the June 20, 2017 regular meeting, the Planning and Zoning Board voted 9/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6041
Location Map
Zoning Map
Zoning Sign Photo
Replat
Site Plan
Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6041

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 THE ADDITION OF A SELF-STORAGE FACILITY IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1.1 (FM 1417) OVERLAY DISTRICT AT 2105 SOUTH F.M. 1417 (HERITAGE PARKWAY), BEING LOT 3B, BLOCK 1, REPLAT OF LOT 3 OF COMMUNITY USA ADDITION (SHERMAN STORAGE 1, LLC, OWNERS; AND ROD TATCHIO, TATCHIO & ASSOCIATES, ARCHITECT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Sherman Storage 1, LLC (Owner) and Rod Tatchio, Tatchio & Associates (Architect) are granted a Specific Use Permit to allow the addition of a self-storage facility in a C-1 (Retail Business) District/O-1.1 (FM 1417) Overlay District at 2105 South F.M. 1417 (Heritage Parkway), and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 3B, Block 1, Replat of Lot 3 of Community USA Addition.

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, O-1.1 (FM 1417 Overlay) District, the sign ordinance, the fence ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. Parking is permitted on paved surfaces only (concrete or asphalt).
4. A parking space is considered to be 9'x20'.
5. All parking shall be on private property and shall not encroach into FM 1417 (Heritage Parkway) or Park Avenue right-of-way.
6. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires or parts is allowed.
7. Screening shall be provided and maintained abutting any residential districts.
8. Any structures built over any of the easements on the property will require approval for an encroachment easement from the City Council.
9. Shall comply with all EPA, City, Federal and State regulations for this use.
10. Review the zoning and development ordinance for additional requirements.
11. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Planning & Zoning Commission:

12. Brick the west end of the two buildings which are visible through the fence on the west side of the property facing the highway.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

EFFECTIVE DATE on this the _____ day of _____, 2017.

CITY OF SHERMAN, TEXAS

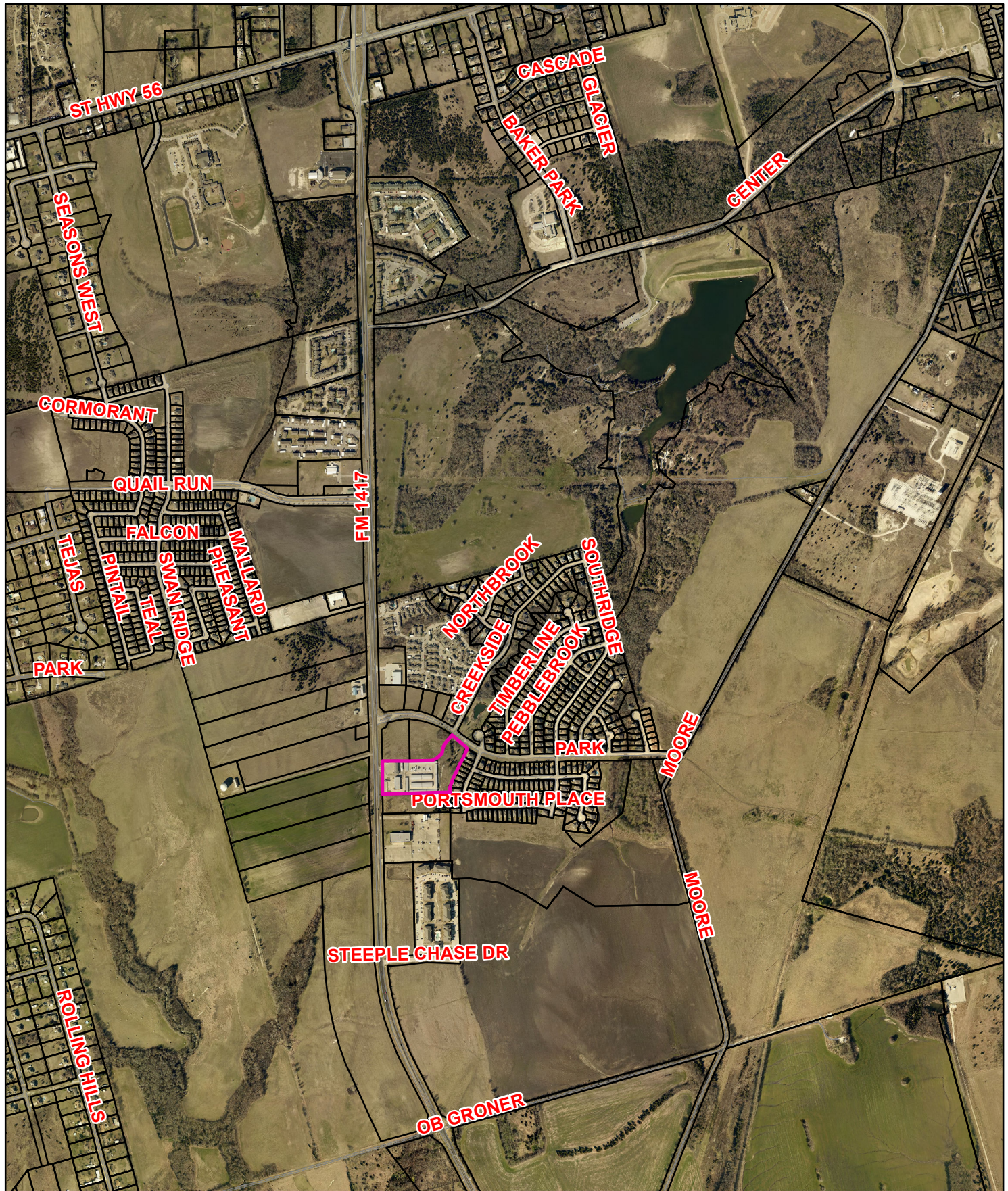
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

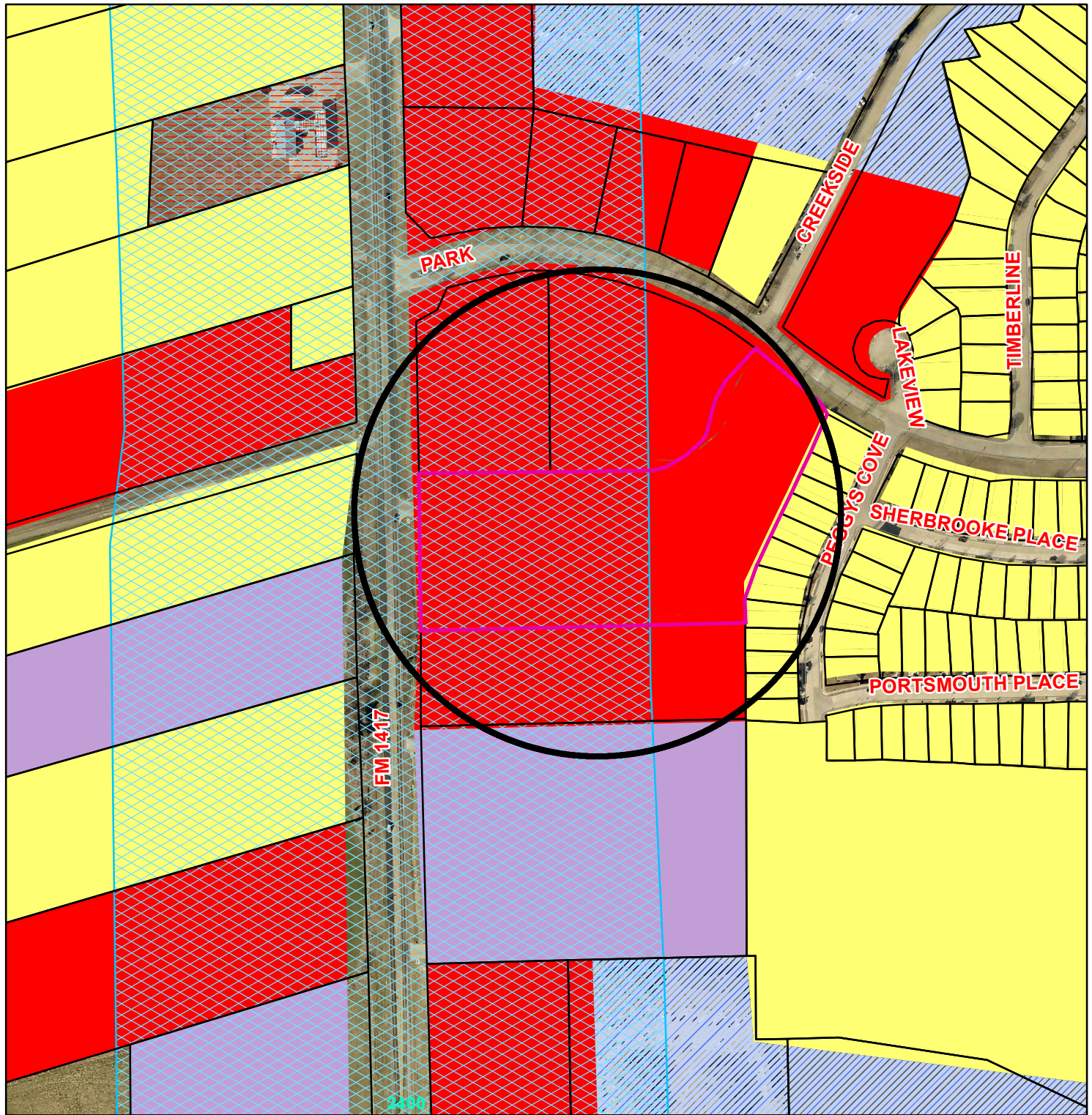


Zoning - 2105 S. FM 1417 (Heritage Parkway)



NOT TO SCALE

1 in = 1,333 ft



Zoning - 2105 S. FM 1417 (Heritage Parkway)

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

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

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District



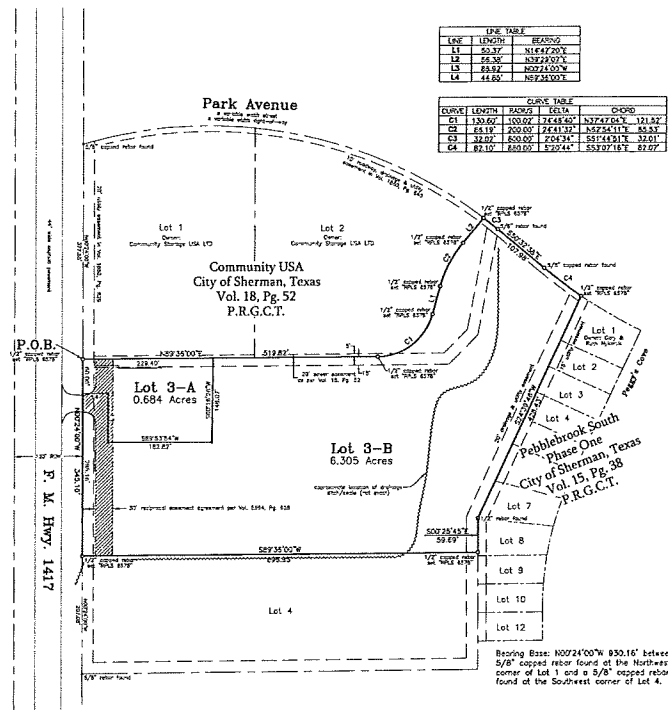
City of Sherman, Texas
Developmental Services Department



1 in = 300 ft

2105 S. FM 1417 (Heritage Parkway)





SITUATED in the City of Sherman, County of Grayson, State of Texas, and being a part of the Elizabeth Jones Survey, Abstract No. 625, and being a replat of Lot 3, Community USA Addition to the City of Sherman, Texas, as per plat of record in Volume 18, Page 52, Plat Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar set in the East right-of-way line of F. M. Highway 1417, at the Southwest corner of Lot 1, said Community USA Addition, at the most Westerly Northwest corner of said Lot 3;

THENCE North 89 deg. 38 min. 00 sec. East, with the South line of said Lot 1 and a North line of said Lot 3, passing the Southeast corner of said Lot 1 and the Southwest corner of Lot 2, said Community USA Addition and continuing now with the South line of said Lot 2 for a total distance of 519.82 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" at the beginning of a curve;

THENCE Northeastly, with the East line of said Lot 2 and a West line of said Lot 3 and with a curve to the left, having a radius of 100.02 ft. and a central angle of 74 deg. 48 min. 40 sec. (chord bears North 37 deg. 47 min. 04 sec. East, a distance of 121.52 ft.), on arc distance of 130.60 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" at the end of said curve;

THENCE North 14 deg. 47 min. 20 sec. East, continuing with the East line of said Lot 2 and a West line of said Lot 3, a distance of 50.37 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" at the beginning of a curve;

THENCE Northeastly, continuing with the East line of said Lot 2 and a West line of said Lot 3 and with a curve to the right, having a radius of 200.00 ft. and a central angle of 24 deg. 41 min. 32 sec. (chord bears North 82 deg. 54 min. 11 sec. East, a distance of 85.53 ft.), on arc distance of 86.19 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" at the end of said curve;

THENCE North 39 deg. 23 min. 07 sec. East, continuing with the East line of said Lot 2 and a West line of said Lot 3, a distance of 58.38 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" in the South line of Park Avenue, a public street, at the Northeast corner of said Lot 2, at the most Northerly Northwest corner of said Lot 3;

THENCE Southeastly, with the South line of said Park Avenue and a North line of said Lot 3 and with a curve to the right, having a radius of 800.00 ft. and a central angle of 2 deg. 04 min. 34 sec. (chord bears South 51 deg. 44 min. 51 sec. East, a distance of 32.01 ft.), on arc distance of 32.02 ft. to a 5/8 inch rebar found at the beginning of a curve;

THENCE South 50 deg. 32 min. 38 sec. East, continuing with the South line of said Park Avenue and a North line of said Lot 3, a distance of 107.98 ft. to a 5/8 inch capped rebar found at the beginning of a curve;

THENCE Southeastly, continuing with the South line of said Park Avenue and a North line of said Lot 3 and with a curve to the left, having a radius of 800.00 ft. and a central angle of 5 deg. 20 min. 14 sec. (chord bears South 53 deg. 07 min. 16 sec. East, a distance of 82.07 ft.), on arc distance of 82.10 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" at the Northeast corner of said Lot 3;

THENCE South 24 deg. 39 min. 46 sec. West, with the East line of said Lot 3, a distance of 428.43 ft. to a 1/2 inch rebar found at an angle point;

THENCE South 00 deg. 25 min. 45 sec. East, continuing with the East line of said Lot 3, a distance of 59.69 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" at the Northeast corner of Lot 4, said Community USA Addition, at the Southeast corner of said Lot 3;

THENCE South 89 deg. 38 min. 00 sec. West, with the North line of said Lot 4 and the South line of said Lot 3, a distance of 698.95 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" in the East right-of-way line of said Highway, at the Northwest corner of said Lot 4, at the Southwest corner of said Lot 3;

THENCE North 00 deg. 24 min. 00 sec. West, with the East right-of-way line of said Highway and a West line of said Lot 3, a distance of 345.16 ft. to the PLACE OF BEGINNING and containing 6.989 ACRES of land.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was made on the ground of the property shown hereon under my personal and direct supervision, and that the corner monument meets the standards set according to the Subdivision Regulations of the City of Sherman, Texas.

Kate A. Wagner, R. P. L. S. No. 6578



I, Authorized Representative for Sherman Storage I, LLC, owner of Replat of Lot 3, Community USA Addition, to the City of Sherman, Texas, do hereby dedicate the streets and easements shown hereon to the public use forever.

Kevin B. McClelland

Authorized Representative for Sherman Storage I, LLC

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Kevin B. McClelland known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 24th day of March, 2017.

Notary Public, Grayson County, Texas



City of Sherman

This, the final plat of Replat of Lot 3, Community USA Addition to the City of Sherman, Texas, is hereby approved this 21st day of February, 2017, by the Planning and Zoning Commission of the City of Sherman, Texas.

Chairman

Secretary

This, the final plat of Replat of Lot 3, Community USA Addition to the City of Sherman, Texas, is hereby approved this 20th day of March, 2017, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: Mayor, City of Sherman, Texas

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Replat of Lot 3, Community USA Addition to the City of Sherman, Texas, was submitted to the City Council of Sherman, Texas, on the 20th day of March, 2017, and that the City Council, by formal action, then and there accepted the dedication of all easements, and other public areas, as shown and set forth in and upon said plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as here above subscribed.

CERTIFIED THIS 27th DAY OF March, 2017, BY: Sheri Ashby, City Clerk, City of Sherman, Texas



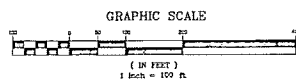
Replat of Lot 3 of Community USA Addition to the City of Sherman, Texas

Replat of Lot 3 of Community USA Addition to the City of Sherman, Texas 6.989 Acres in the Elizabeth Jones Survey Abstract No. 625

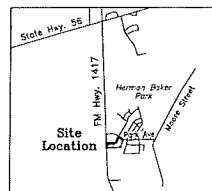
General Notes:

- Water supply to be provided by City of Sherman.
- Sewer service to be provided by City of Sherman.
- Electric service to be provided by Oncor Electric Delivery Company.
- The property shown on this plat herein lies within a Zone "X" (areas determined to be outside 500-year floodplain) designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 43810C0400 F, Revised Date: September 28, 2010.
- Neither Grayson County nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
- All lot corners represent 1/2 inch capped rebar set, stamped "RPLS 6578", unless otherwise noted.

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph: (803) 463-6191 Fax: (803) 463-4088
Email: helveywagner@comcast.net
Texas Board of Professional Land Surveying
Firm Registration No. 1008810

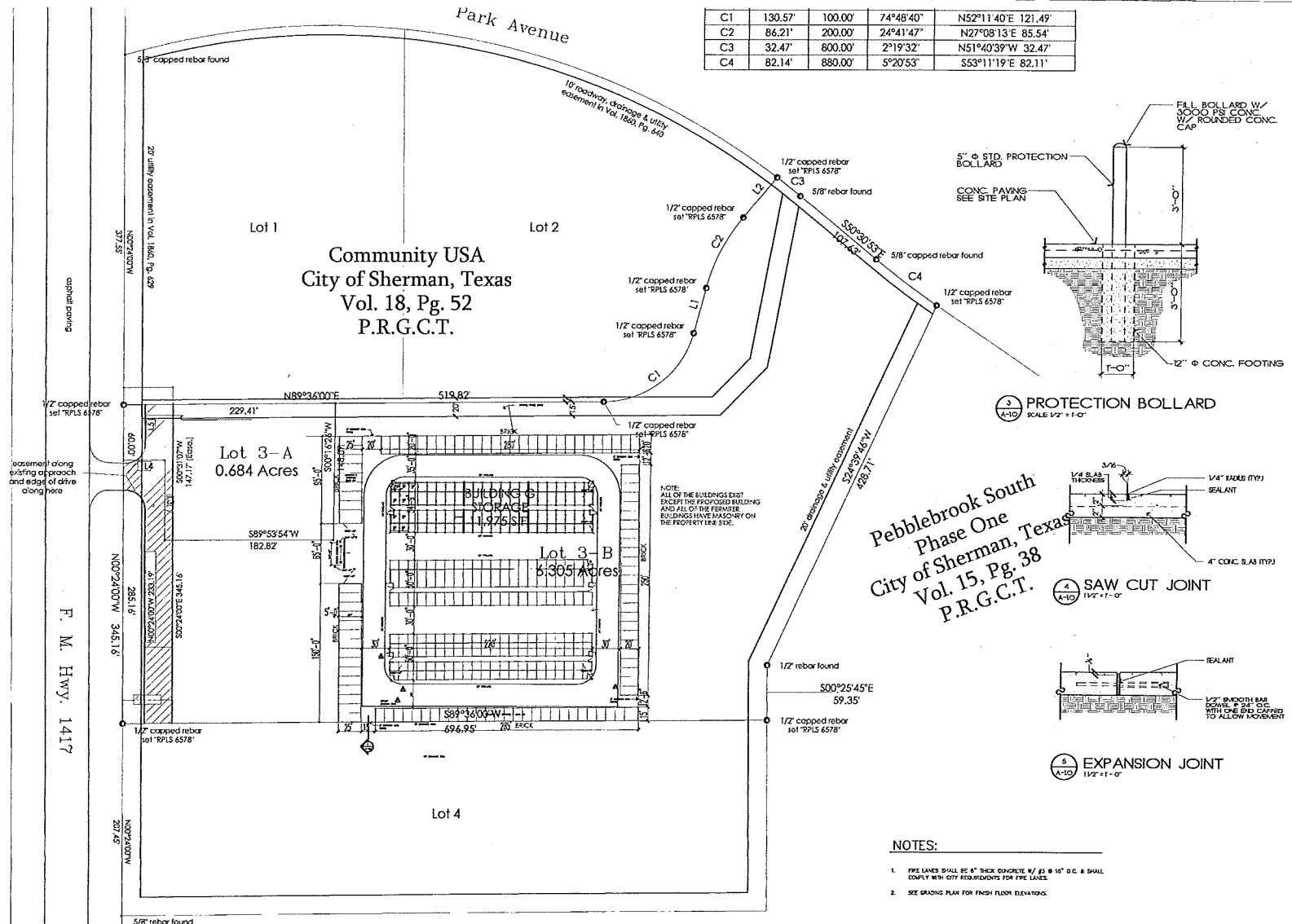


Vicinity Map (not to scale)



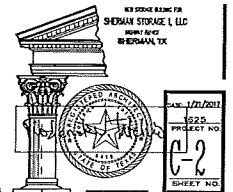
Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph: (803) 463-6191 Fax: (803) 463-4088
Email: helveywagner@comcast.net
Texas Board of Professional Land Surveying
Firm Registration No. 1008810

C1	130.57'	100.00'	74°48'40"	N52°11'40"E 121.49'
C2	86.21'	200.00'	24°41'47"	N27°08'13"E 85.54'
C3	32.47'	800.00'	2°19'32"	N51°40'39"W 32.47'
C4	82.14'	880.00'	5°20'53"	S53°11'19"E 82.11'



SITE PLAN PHASE III

SCALE 1" = 50'-0"





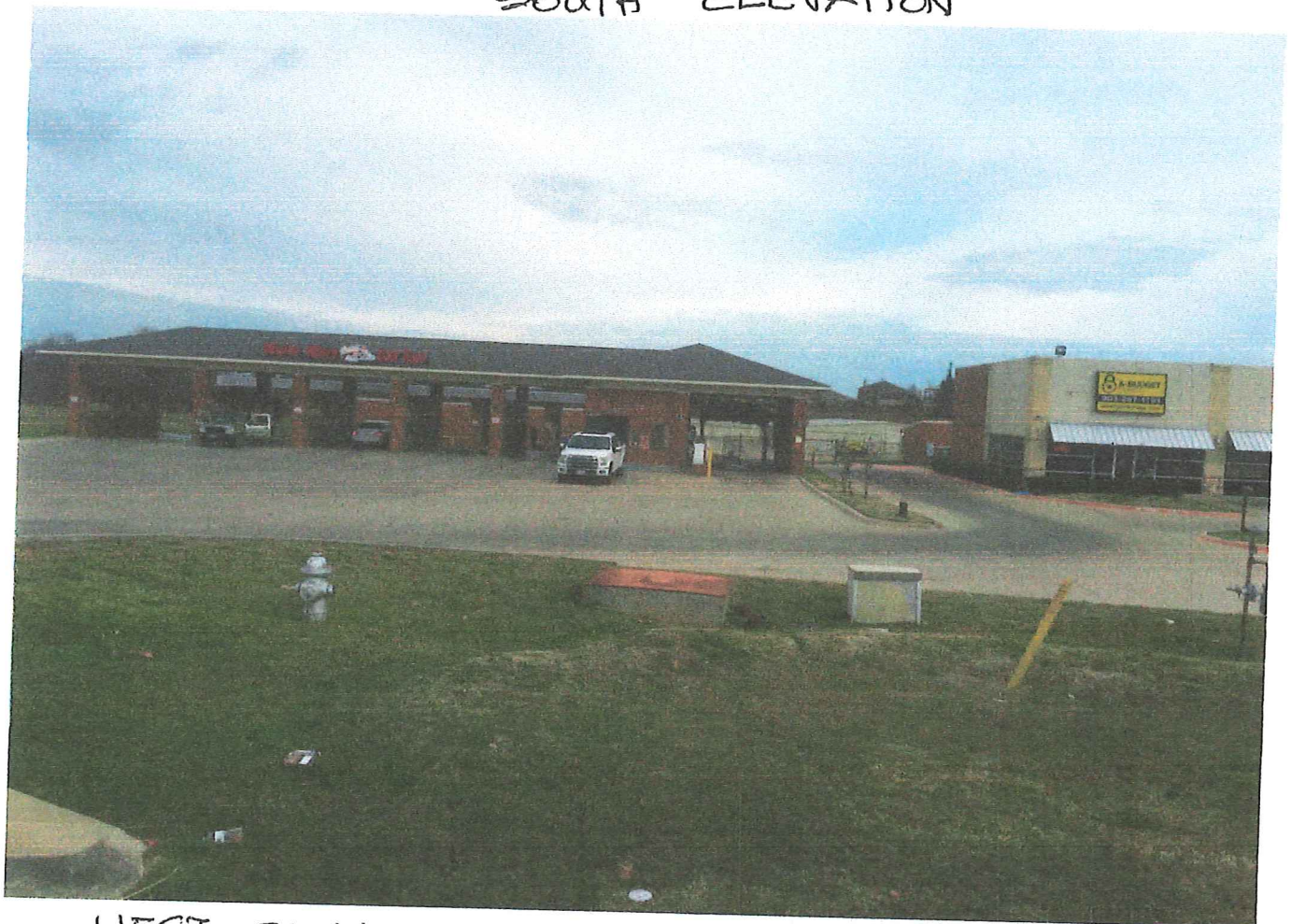
WEST ELEVATION FROM FM 1417



WEST ELEVATION PAST CARWASH & RETAIL BUILDING



SOUTH ELEVATION



WEST ELEVATION FROM FM 1417



SOUTHWEST ELEVATION EAST RETAIL BLD'g



NORTH ELEVATION

STAFF REVIEW LETTER

June 14, 2017

Sherman Storage 1, LLC
10,200 Grogan Mills Rd., Ste. 215
Woodlands, TX 77380

Rod Tatchio
3512 Frisco Rd.
Sherman, TX 75090

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow the addition of a self-storage facility in a C-1 (Retail Business) District/O-1.1 (FM 1417 Overlay) District for the property located at 2105 South FM 1417 (Heritage Parkway) has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, June 20, 2017 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, O-1.1 (FM 1417 Overlay) District, the sign ordinance, the fence ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. Parking is permitted on paved surfaces only (concrete or asphalt).
4. A parking space is considered to be 9'x20'.
5. All parking shall be on private property and shall not encroach into FM 1417 (Heritage Parkway) or Park Avenue right-of-way.
6. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires or parts is allowed.
7. Screening shall be provided and maintained abutting any residential districts.
8. Any structures built over any of the easements on the property will require approval for an encroachment easement from the City Council.
9. Shall comply with all EPA, City, Federal and State regulations for this use.
10. Review the zoning and development ordinance for additional requirements.
11. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

Respectfully,



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

CC:	Robby Hefton, City Manager	Danny Fuller, Fire Marshal
	Mark Gibson, Director of Utilities	Brandon Shelby, City Attorney
	Clint Philpott, P.E., Director of Engineering	Steve Ayers, Dir. Of Community and Support Services
	Don Keene, Asst. City Manager	Amber Doan, Engineering Coordinator



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

Agenda Item No. 9.

Meeting Date: 06/20/2017

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

Clay Mahone, Chairman

Kyle Patterson, Vice-Chairman

Joe Gilbert, Commissioner

Eric Elliott, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

2105 S. FM 1417 (HERITAGE PARKWAY)

The request of Sherman Storage 1, LLC (Owner) and Rod Tatchio, Tatchio & Associates (Architect) concerning the property located at 2105 South FM 1417 (Heritage Parkway), being Lot 3B, Block 1, Replat of Lot 3 of Community USA Addition, as follows:

Board of Adjustments

Exception under Ordinance No. 2280, Section 6.8.1, Subsection (4) and Section 7, Subsection (1B) to allow the addition of a self-storage facility to have an exterior metal facade in lieu of the required masonry in a C-1 (Retail Business) District/O-1.1 (FM 1417 Overlay) District.

Planning and Zoning Board

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow the addition of a self-storage facility in a C-1 (Retail Business) District/O-1.1 (FM 1417 Overlay) District.

Background:

The property is located at 2105 South FM 1417 (Heritage Parkway) between Park Avenue and OB Groner Road. The property is zoned a C-1 (Retail Business) District and also located in the O-1.1 (FM 1417) Overlay District.

The owner would like to construct a 11,975 square foot addition to the existing self-storage facility; the exterior finish on the addition will be metal. The storage facility is surrounded by a perimeter masonry wall on the exterior buildings.

Adjacent Zoning:

R-1 (One Family Residential) District

C-1 (Retail Business) District

M-1 (Light Manufacturing) District

Origination:

Sherman Storage 1, LLC (Owner)

Rod Tatchio, Tatchio & Associates (Architect)

Master Plan Designation:

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

Number of notices mailed:

29

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Site Plan

Elevations

Elevations of Existing Buildings

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.12.

Meeting Date: 07/17/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6042

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Climate Controlled Self-Storage Facility in a C-1 (Retail Business) District/O-1.1 (FM 1417) Overlay District at 2115, 2119, 2123 and 2127 South F.M. 1417 (Heritage Parkway), being Lot 3B, Block 1, Replat of Lot 3 of Community USA Addition (Sherman Storage 1, LLC, Owners; and Rod Tatchio, Tatchio & Associates, Architect); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of Sherman Storage 1, LLC (Owners) and Rod Tatchio, Tatchio & Associates (Architect) concerning the property located at 2115, 2119, 2123 and 2127 South F.M. 1417 (Heritage Parkway), being Lot 3B, Block 1, Replat of Lot 3 of Community USA Addition, for a Specific Use Permit to allow a climate controlled self-storage facility in a C-1 (Retail Business) District/O-1.1 (FM 1417) Overlay District

Background:

The property is located at 2115, 2119, 2123 and 2127 South F.M. 1417 (Heritage Parkway), between Park Avenue and OB Groner Road. The property is zoned a C-1 (Retail Business) District and is also located in the O-1.1 (FM 1417) Overlay District.

The owners would like to renovate approximately 5,000 square foot of unfinished retail space in the existing retail center for a climate controlled self-storage facility. The tenant on the north end of the retail center [2111 South F.M. 1417 (Heritage Parkway)] will remain.

Origination:

Sherman Storage 1, LLC (Owners)
Rod Tatchio, Tatchio & Associates (Architect)

Financial Consideration:

None

Staff Recommendation:

At the June 20, 2017 regular meeting, the Planning and Zoning Board voted 9/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6042

Location Map

Zoning Map

Zoning Sign Photo

Site Plan & Elevations

Staff Review Letter

P&Z Communication

ORDINANCE NO. 6042

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 CLIMATE CONTROLLED SELF-STORAGE FACILITY IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1.1 (FM 1417) OVERLAY DISTRICT AT 2115, 2119, 2123 AND 2127 SOUTH F.M. 1417 (HERITAGE PARKWAY), BEING LOT 3B, BLOCK 1, REPLAT OF LOT 3 OF COMMUNITY USA ADDITION (SHERMAN STORAGE 1, LLC, OWNERS; AND ROD TATCHIO, TATCHIO & ASSOCIATES, ARCHITECT); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Sherman Storage 1, LLC (Owner) and Rod Tatchio, Tatchio & Associates (Architect) are granted a Specific Use Permit to allow a Climate Controlled Self-storage Facility in a C-1 (Retail Business) District/O-1.1 (FM 1417) Overlay District at 2115, 2119, 2123 and 2127 South F.M. 1417 (Heritage Parkway), and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 3B, Block 1 of the Replat of Lot 3 of Community USA Addition

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, O-1.1 (FM 1417) Overlay District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. Parking is permitted on paved surfaces only (concrete or asphalt).
4. A parking space is considered to be 9'x20'.
5. All parking shall be on private property and shall not encroach into FM 1417 (Heritage Parkway) right-of-way.
6. No outside storage is allowed.
7. Shall comply with all EPA, City, Federal and State regulations for this use.
8. Review the zoning and development ordinance for additional requirements.
9. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

EFFECTIVE DATE on this the _____ day of _____, 2017.

CITY OF SHERMAN, TEXAS

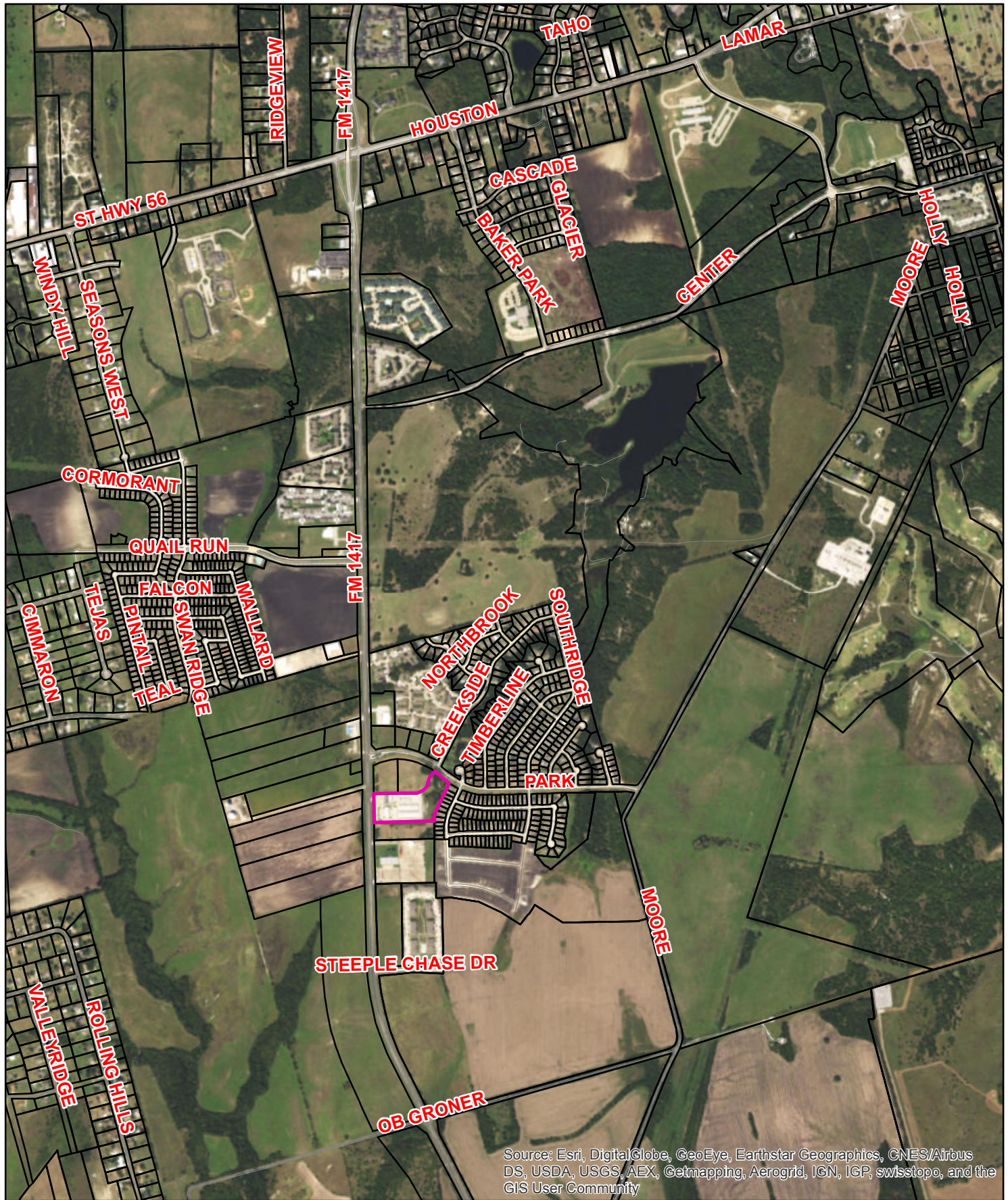
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



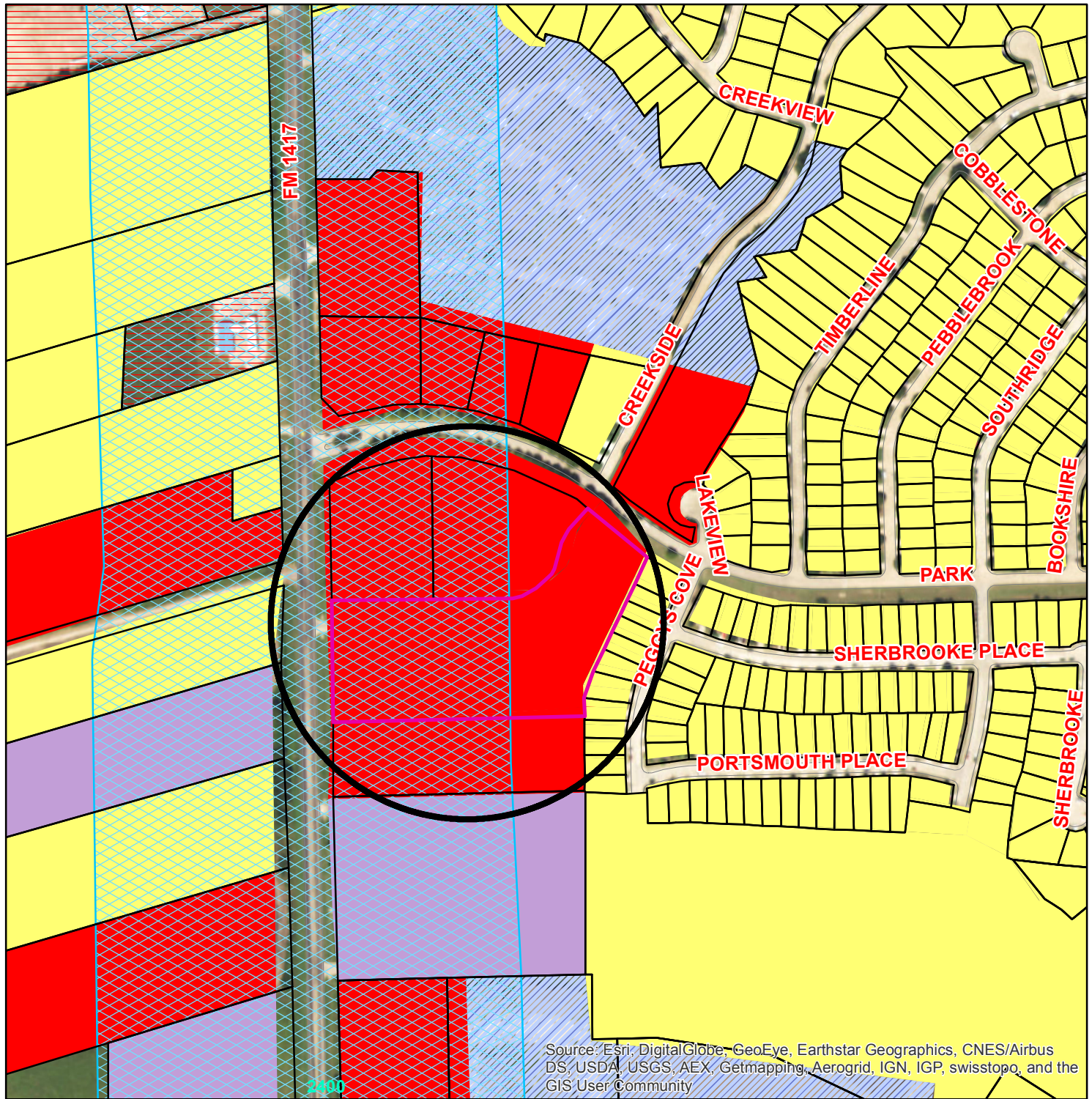
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



2115-2127 S. FM 1417 (S. Heritage Parkway)



1 in = 1,500 ft



Zoning - 2115, 2119, 2123 & 2127 S. FM 1417 (Heritage Parkway)

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

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

Unknown

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

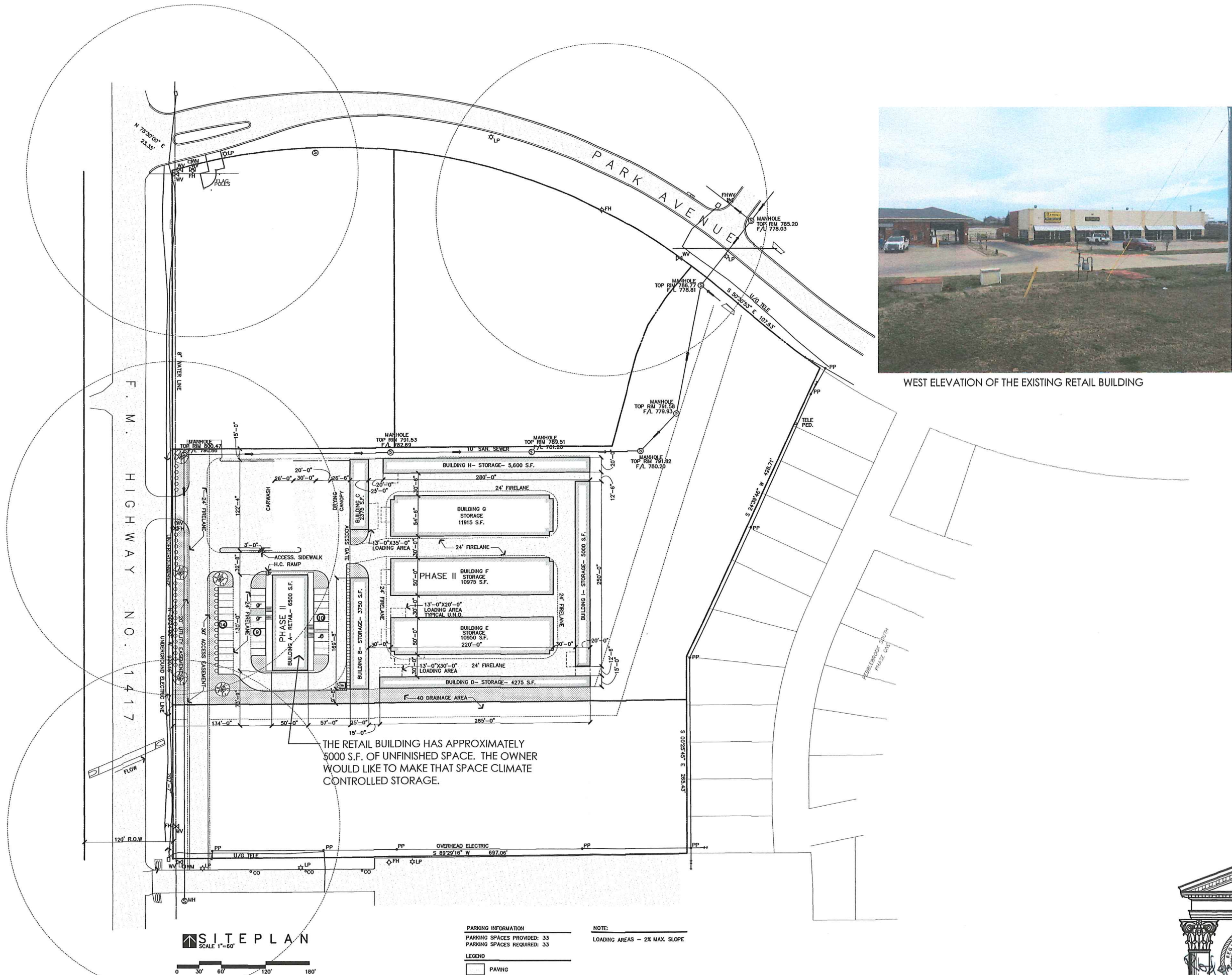


NOT TO SCALE

1 in = 387 ft

2115-2127 S. FM 1417 (Heritage Parkway)





WEST ELEVATION OF THE EXISTING RETAIL BUILDING

STAFF REVIEW LETTER

June 15, 2017

Sherman Storage 1, LLC
10,200 Grogan Mills Rd., Ste. 215
Woodlands, TX 77380

Rod Tatchio
3512 Frisco Rd.
Sherman, TX 75090

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow the addition of a self-storage facility in a C-1 (Retail Business) District/O-1.1 (FM 1417 Overlay) District for the property located at 2115, 2119, 2123 and 2127 South FM 1417 (Heritage Parkway) has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, June 20, 2017 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, O-1.1 (FM 1417 Overlay) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. Parking is permitted on paved surfaces only (concrete or asphalt).
4. A parking space is considered to be 9'x20'.
5. All parking shall be on private property and shall not encroach into FM 1417 (Heritage Parkway) right-of-way.
6. No outside storage is allowed.
7. Shall comply with all EPA, City, Federal and State regulations for this use.
8. Review the zoning and development ordinance for additional requirements.
9. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

Respectfully,



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

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

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



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

Agenda Item No. 10.

Meeting Date: 06/20/2017

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

Clay Mahone, Chairman

Kyle Patterson, Vice-Chairman

Joe Gilbert, Commissioner

Eric Elliott, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

2115, 2119, 2123 & 2127 S. FM 1417 (HERITAGE PARKWAY)

The request of Sherman Storage 1, LLC (Owner) and Rod Tatchio, Tatchio & Associates (Architect) concerning the property located at 2115, 2119, 2123 and 2127 South FM 1417 (Heritage Parkway), being Lot 3B, Block 1, Replat of Lot 3 of Community USA Addition, as follows:

Planning and Zoning Board

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a climate controlled self-storage facility in a C-1 (Retail Business) District/O-1.1 (FM 1417 Overlay) District.

Background:

The property is located at 2115, 2119, 2123 & 2127 South FM 1417 (Heritage Parkway) between Park Avenue and OB Groner Road. The property is zoned a C-1 (Retail Business) District and also located in the O-1.1 (FM 1417) Overlay District.

The owner would like to renovate approximately 5,000 square foot of unfinished retail space in the existing retail center for a climate controlled self-storage facility. The tenant on the north end of the retail center (2111 S. FM 1417, Heritage Parkway) will remain.

Adjacent Zoning:

R-1 (One Family Residential) District

C-1 (Retail Business) District

M-1 (Light Manufacturing) District

Origination:

Sherman Storage 1, LLC (Owner)
Rod Tatchio, Tatchio & Associates (Architect)

Master Plan Designation:

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

Number of notices mailed:

29

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Site Plan & Elevations
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.13.

Meeting Date: 07/17/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6043

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties Within the C-2 (General Commercial) District and Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Auto Repair Parking Lot in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn) Overlay District at 1330 South Austin Street, being the Proposed Lot 1 of the SCR 1 Addition, a Replat of a Part of Lot 8, Block 23 and a Part of Lot 4, Block 24 and Part of the Former Hester Street Right-of-Way between Blocks 23 & 24, B.H. Moore Heirs Addition (Sherman Collision Repair, LLC, Owners; and Sartin & Associates, Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of Sherman Collision Repair, LLC (Owners) and Sartin & Associates (Surveyor) concerning the property located at 1330 South Austin Street, being the proposed Lot 1 of the SCR 1 Addition, a Replat of a part of Lot 8, Block 23 and a part of Lot 4, Block 24 and part of the former Hester Street right-of-way between Blocks 23 & 24, B.H. Moore Heirs Addition, for a zone change from an R-1 (One Family Residential) District to a C-2 (General Commercial) District and a Specific Use Permit to allow an auto repair parking lot in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn) Overlay District

Background:

The property is located at 1330 South Austin Street and is part of the former Hester Street right-of way between Olive and Dulin Streets. The property is zoned an R-1 (One Family Residential) District and is also located in the O-1.2 (Sam Rayburn) Overlay District.

The owners would like to rezone the property to a C-2 (General Commercial) District and request a Specific Use Permit for a parking lot for their auto repair business (Sherman Collision Repair) at 1317 South Sam Rayburn Freeway.

Origination:

Sherman Collision Repair, LLC (Owners)
Sartin & Associates (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 20, 2017 regular meeting, the Planning and Zoning Board voted 9/0 to recommend to the City Council that the zone change and Specific Use Permit be approved subject to the Staff Review Letter and to providing an eight foot solid fence such as wood, the dumpster inside the fence and not stacking parts in a visible manner above the dumpster.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6043

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Staff Review Letter

P&Z Communication

ORDINANCE NO. 6043

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-2 (GENERAL COMMERCIAL) DISTRICT AND SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AN AUTO REPAIR PARKING LOT IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1.2 (SAM RAYBURN) OVERLAY DISTRICT AT 1330 SOUTH AUSTIN STREET, BEING THE PROPOSED LOT 1 OF THE SCR 1 ADDITION, A REPLAT OF A PART OF LOT 8, BLOCK 23 AND A PART OF LOT 4, BLOCK 24 AND PART OF THE FORMER HESTER STREET RIGHT-OF-WAY BETWEEN BLOCKS 23 & 24, B.H. MOORE HEIRS ADDITION (SHERMAN COLLISON REPAIR, LLC, OWNERS; AND SARTIN & ASSOCIATES, SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, the following described property shall be in the C-2 (General Commercial) District at 1330 South Austin Street, and Sherman Collison Repair, LLC (Owner) and Sartin & Associates (Surveyor) are granted a Specific Use Permit to allow an auto repair parking lot in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn) Overlay District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING the proposed Lot 1 of the SCR 1 Addition, a Replat of a part of Lot 8, Block 23 and a part of Lot 4, Block 24 and part of the former Hester Street right-of-way between Blocks 23 & 24, B.H. Moore Heirs Addition.

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the O-1.2 (Sam Rayburn) Overlay District, the sign ordinance, the screening ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. The fence shall be setback 25' from the Austin Street property line.
3. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires or parts is allowed.
4. Parking is permitted on paved surfaces only (concrete or asphalt).
5. A parking space is considered to be 9'x20'.
6. All parking shall be on private property and shall not encroach into Austin Street right-of-way.
7. Fire lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
8. Review the zoning and development ordinance for additional requirements.
9. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

10. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
11. Detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.

Planning & Zoning Commission:

12. Providing an 8' solid fence.
13. Enclosing the dumpster inside the fence.
14. No stacking of parts or debris in a visible manner above the dumpster is allowed.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

EFFECTIVE DATE 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**



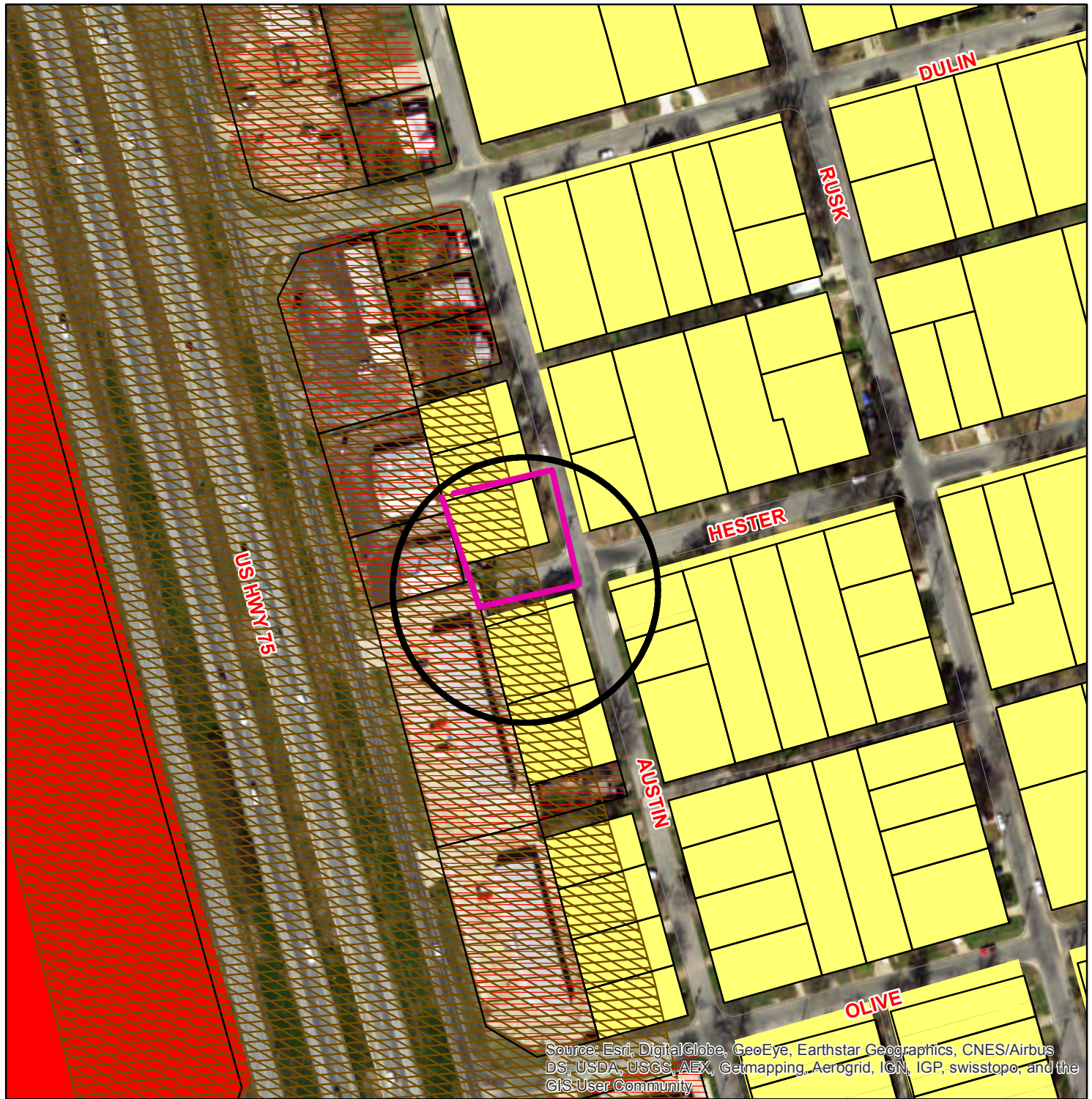
Sherman
CLASSIC TOWN. BROAD HORIZON.

1330 S. Austin



1 in = 484 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 1330 S. Austin

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

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

Unknown

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



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 161 ft

1330 S. Austin



Samuel Blagg Survey Abstract No. 56

Sherman Collision Repair, LLC
0.58 acres (Tract One)
Vol. 4731, Pg. 524, O.P.R.G.C.T.

Nata Crossing
City of Sherman, Texas
Vol. 18, Pg. 3, P.R.G.C.T.

Stacy Lynn Gabriel
and
Autumn Brooke Davis
54' by 100' tract
in Vol. 3265, Pg. 378,
O.P.R.G.C.T.
(part of Lot 8, Block 23)

point bears N85°W 0.4'
from a 1/2" rebar
(RPLS 3694) found

Lot One
Block One

Lot 2
0.230 Acres and/or
9,997 Sq. Ft.

Victor Hugo Cabrera Cano
100' by 100' tract
in Vol. 4221, Pg. 9,
O.P.R.G.C.T.
(part of Lot 4, Block 24)

B.H. Moore Heirs Addition
City of Sherman, Texas
Vol. "O", Pg. 405
District Clerk Records, G.C.T.

Bearing Base:
Geodetic North, as derived from a
"Survey Grade" Global Positioning
System (GPS), operated in the
World Geodetic Coordinate System,
WGS 1984.
The distances shown hereon are
ground distances.

Hester
Street
asphalt paving
60' wide r-o-s

Austin
Street
20 ft. wide curb & gutter street
40 ft. wide right-of-way

P.O.B.
1/2" rebar found

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

6 Foot Cedar Fence

6 Foot Iron Sliding Gate



STAFF REVIEW LETTER

June 14, 2017

Sherman Collison Repair, LLC
Kelly Baker
1317 S. Sam Rayburn Freeway
Sherman, TX 75090

Sartin & Associates, Inc.
109 S. Travis Street
Sherman, TX 75090

Dear Applicants,

The request for a zone change and Specific Use Permit and site plan approval to allow an auto repair parking lot in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn Overlay) District for the property located at 1330 South Austin Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, June 20, 2017 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the O-1.2 (Sam Rayburn Overlay) District, the sign ordinance, the screening ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. The fence shall be setback 25' from the Austin Street property line.
3. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires or parts is allowed.
4. Parking is permitted on paved surfaces only (concrete or asphalt).
5. A parking space is considered to be 9'x20'.
6. All parking shall be on private property and shall not encroach into Austin Street right-of-way.
7. Fire lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
8. Review the zoning and development ordinance for additional requirements.
9. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

10. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
11. Detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.

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

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

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

Respectfully,



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

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

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Director of Public Services
Amber Doan, Engineering Coordinator



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

Agenda Item No. 12.

Meeting Date: 06/20/2017

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

Clay Mahone, Chairman

Kyle Patterson, Vice-Chairman

Joe Gilbert, Commissioner

Eric Elliott, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

1330 S. AUSTIN STREET

The request of Sherman Collision Repair, LLC (Owner) and Sartin & Associates, (Surveyor) concerning the property located at 1330 South Austin, being the proposed Lot 1 of the SCR Addition, a Replat of a part of Lot 8, Block 23 and a part of Lot 4, Block 24 and part of the former Hester Street right-of-way between Blocks 23 & 24, B.H. Moore Heirs Addition, as follows:

Planning and Zoning Board

- Zone change and site plan approval under Ordinance No. 2280, Section 12, from an R-1 (One Family Residential) District to a C-2 (General Commercial) District.
- Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow an auto repair and body shop parking lot in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn Overlay) District.

Background:

The property is located at 1330 South Austin Street and part of the former Hester Street right-of-way between Olive and Dulin Streets. The property is zoned an R-1 (One Family Residential) District and also located in the O-1.2 (Sam Rayburn) Overlay District.

The owner would like to rezone the property to a C-2 (General Commercial) District and request a Specific Use Permit for a parking lot for his auto repair business (Sherman Collision Repair) at 1317 South Sam Rayburn Freeway.

Adjacent Zoning:

R-1 (One Family Residential) District

C-2 (General Commercial) District

Origination:

Sherman Collision Repair, LLC (Owners)
Sartin & Associates, Inc. (Surveyor)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

20

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Site Plan
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.14.

Meeting Date: 07/17/2017

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 6033, 6034, 6035, 6036, 6037, 6038, 6039, 6040, 6041, 6042 and 6043

Issue:

- B. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6033**
Creating a Charter Review Commission in the City
- B. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6034**
Amending Chapter 9 of the Code of Ordinances, entitled "Personnel", Article 9.05, entitled "Civil Service for Firefighters and Police Officers", at Section 9.05.026, entitled "Authorized Number of Positions", to Revise the Number of Authorized Positions in the Police Department
- B. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6035**
Providing for a Permanent "Speed Limit 30 MPH" Sign on Friendship Road South of S.H. 56 within the City Limits of the City of Sherman
- B. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6036**
Providing for a Permanent "Stop" Sign on Rosedale Street at Throckmorton Street within the City Limits of the City of Sherman
- B. 7. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6037**
Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", Article 13.08, entitled "Utility Billing", at Sections 13.08.003 and 13.08.004 to Provide a Deposit for Payment Delinquency and for the Early Refund of Deposits

B. 8. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6038

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Liquor Store in a C-2 (General Commercial) District/O-1.1 (FM 1417) Overlay District at 1730 South F.M. 1417 (Heritage Parkway), being 2.590 acres in the Elizabeth Jones Survey, Abstract No. 625 (Kashmir Singh and Sandeep Kaur, Owners; and Tatchio & Associates, Architect); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

B. 9. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6039

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Social Entertainment Lounge in a C-1 (Retail Business) District/Central Business District at 221 South Travis Street, being the North 20' of Lot 5, Block 8, Original Town Plat, less and except the East Twelve Feet owned by the City of Sherman for an Alley (Wilson Children's Trust, Owners; Patrick A. Cravens, Tenant; and Sartin & Associates, Inc., Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

B. 10. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6040

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow D-BAT Texoma a Baseball and Softball Training Center with Batting Cages (Commercial Amusement Center) in a C-2 (General Commercial) District at 4113 North Frisco Road, being 4.643 acres in the W.F. Patterson Survey, Abstract No. 969 and the J. Hendrix Survey, Abstract No. 503 (Buffalo Gap Street Properties, LLC, Owners; D-BAT Texoma, Tenant; Joe Flores, Representative; and Helvey-Wagner Surveying, Inc., Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

B. 11. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6041

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow the Addition of a Self-Storage Facility in a C-1 (Retail Business) District/O-1.1 (FM 1417) Overlay District at 2105 South F.M. 1417 (Heritage Parkway), being Lot 3B, Block 1, Replat of Lot 3 of Community USA Addition (Sherman Storage 1, LLC, Owners; and Rod Tatchio, Tatchio & Associates, Architect); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

B. 12. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6042

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Climate Controlled Self-Storage Facility in a C-1 (Retail Business) District/O-1.1 (FM 1417) Overlay District at 2115, 2119, 2123 and 2127 South F.M. 1417 (Heritage Parkway), being Lot 3B, Block 1, Replat of Lot 3 of Community USA Addition (Sherman Storage 1, LLC, Owners; and Rod Tatchio, Tatchio & Associates, Architect); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

B. 13. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6043

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties Within the C-2 (General Commercial) District and Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Auto Repair Parking Lot in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn) Overlay District at 1330 South Austin Street, being the Proposed Lot 1 of the SCR 1 Addition, a Replat of a Part of Lot 8, Block 23 and a Part of Lot 4, Block 24 and Part of the Former Hester Street Right-of-Way between Blocks 23 & 24, B.H. Moore Heirs Addition (Sherman Collision Repair, LLC, Owners; and Sartin & Associates, Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.15.

Meeting Date: 07/17/2017

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:

C. 3. * RESOLUTION NO. 6240

Authorizing Execution of an Interlocal Cooperation Agreement between the City of Sherman, Texas, and the City of Allen, Texas

C. 4. * RESOLUTION NO. 6241

Authorizing Execution of a Development Agreement with Stonehollow Homes, LLC for the Construction of Streets, Storm Drainage, Water Main and Sanitary Sewer Main Improvements in Austin Landing, Phase 3, a 25.235-acre Development West of North Travis Street and South of Kreager Road in the City of Sherman

C. 5. * RESOLUTION NO. 6242

Authorizing Publication of the Proposed Final Statement/Action Plan for the Community Development Block Grant for Program Year 2017; Authorizing Submission of the Block Grant Application; Authorizing Execution of Certain Assurances of Compliance in Connection with the Administration and Conduct of the Community Development Program for Program Year 2017

D. 2. * CHANGE ORDER NO. 2

Approving the Greater Texoma Utility Authority's Intention to Execute Change Order No. 2 for Construction of the Sherman Wastewater Treatment Plant Biosolids Dewatering Project

E. 3. * OTHER BUSINESS

Approve Quarterly Investment Report for Quarter Ended June 30, 2017

E. 4. * OTHER BUSINESS

Replat Approval of SCR 1 Addition, being a Replat of a part of Lot 8, Block 23 and a part of Lot 4, Block 24, and part of the Former Hester Street Right-of-Way between Blocks 23 & 24, B.H. Moore Heirs Addition, being 0.5722 acres in the Samuel Blagg Survey, Abstract No. 56 and being the South 87.5 feet of Lot 8, Block 23 and the North 100 feet of Lot 4, Block 24 of the B.H. Moore Heirs Addition; Sherman Collision Repair, LLC, Owners; and Sartin & Associates, Inc., Surveyor (1330 and 1402 South Austin Street)

E. 5. * OTHER BUSINESS

Replat Approval of Lots 13 & 14, Preston Club, The Classics, Phase Two, being 0.436 acres in the Daniel Bickenback Survey, Abstract No. 128 and being all of Lots 13 and 14 of Preston Club, The Classics, Phase Two; Rossi Realty, LLC and Michael Stanley, Owners; and Helvey-Wagner Surveying, Surveyor (5012 and 5016 Eagle Ridge Trail, formerly 129 and 141 Eagle Ridge Trail)

E. 6. * OTHER BUSINESS

Replat Approval of Lots 11, 12, & 13, Block 11, Preston Club, The Legends Subdivision, Phase One, being 0.459 acres in the McMullen & McGloin Survey, Abstract No. 762 and the Daniel Bickenback Survey, Abstract No. 128, and being a Replat of Lots 11, 12 and 13, Block 11 of Preston Club, The Legends Subdivision, Phase One; Rossi Realty, LLC and Christopher and Amy Swindell, Owners; and Helvey-Wagner Surveying, Surveyor (3218, 3222 and 3226 Preston Club Drive, formerly 218, 220 and 222 Preston Club Drive)

E. 7. * OTHER BUSINESS

Replat Approval of Lot 2, Ameristate Plaza, being 3.309 acres in the T.J. Shannon Survey, Abstract No. 1137 and being all of Lot 2 of Ameristate Plaza; Sherman Hotels, LLC, Owners; and Underwood Drafting and Surveying, Inc., Surveyor (4344 Loy Lake Road)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.1.

Meeting Date: 07/17/2017

Prepared By: Steve Ayers, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6238

Authorizing Execution of an Agreement for the Construction Phase of the Awarded Contract with Schmoldt Construction, Inc. as Construction Manager-at-Risk (CMAR) for Renovations to the Sherman Public Library

Issue:

Execution of an Agreement to implement the Construction Phase of the Sherman Public Library Renovations Project contract.

Background:

The City of Sherman Library facility was built in 1973; and the original building has not undergone any significant renovations or improvements during that period. A Master Plan Study determined that the Library is in need of a significant renovation and streamlining of services. At the February 6, 2017 meeting, the City Council awarded a bid to Schmoldt Construction, Inc. as Construction Manager-at-Risk for the Sherman Public Library Renovations Project. As CMAR, Schmoldt Construction, Inc. has assumed the risk of the construction/remodel of the facility for a guaranteed maximum price (GMP) of about \$1.85 million.

Origination:

City Manager's Office

Financial Consideration:

The fee for professional CMAR services will be 3.75% of the Construction Phase total cost, which is estimated at about **\$64,000.00**, based upon a guaranteed maximum price of approximately **\$1.85 million**, and is included in funding available in the Capital Improvement Program Fund.

Staff Recommendation:

It is recommended that the Agreement for the Construction Phase of the contract with Schmoldt Construction, Inc. for professional CMAR services relating to the Library renovations be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6238

Executed Agreement with Schmoldt Construction, Inc.

RESOLUTION NO. 6238

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR THE CONSTRUCTION PHASE OF THE AWARDED CONTRACT WITH SCHMOLDT CONSTRUCTION, INC. AS CONSTRUCTION MANAGER-AT-RISK (CMAR) FOR RENOVATIONS TO THE SHERMAN PUBLIC LIBRARY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Agreement with Schmoldt Construction, Inc., Construction Manager-at-Risk (CMAR), for the construction phase of the Sherman Public Library Renovations Project, 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**

Additions and Deletions Report for **AIA[®] Document A133[™] – 2009**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:23:29 on 02/03/2017.

PAGE 1

AGREEMENT made as of the Thirty-first day of January in the year Two Thousand Seventeen

...

City of Sherman
220 W Mulberry Street
Sherman, TX 75090

...

Schmoldt Construction, Inc.
7720 Schmoldt Way
Celina, TX 75009

...

Sherman Public Library Renovation
421 N. Travis St.
Sherman, Texas 75090

...

Hidell and Associates Architects, Inc
3033 Kellway Drive, Suite 120
Carrollton, Texas 75006

PAGE 3

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. Neither the Owner nor the Construction Manager owes the other a fiduciary duty and both acknowledge that the transaction contemplated by this Agreement is an arms-length business negotiation.

PAGE 5

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the

Guaranteed Maximum Price. The Construction Manager is not required to ascertain drawings and specifications are free from inaccuracies, errors, or omissions, or that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

PAGE 8

\$0.00

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

PAGE 9

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Zero (0) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

0.00 % per annum

...

3.75% of the Cost of the work

...

The Construction Manager shall be entitled to include its fee of 3.75% in any change order that increases in the Guaranteed Maximum Price.

...

10%

PAGE 13

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 30 day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30 day of the Following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

PAGE 14

- .3 Add the Construction Manager's Fee, less retainage of Five percent (5.00 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of Five percent (5.00 %) from that portion of the Work that the Construction Manager self-performs;

PAGE 16

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

PAGE 18

Robby Hefton City Manager

Cary Schmoldt President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Aaron Babcock, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:23:29 on 02/03/2017 under Order No. 4588783227_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Thirty-first day of January in the year Two Thousand Seventeen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status and address)

City of Sherman
220 W Mulberry Street
Sherman, TX 75090

and the Construction Manager:
(Name, legal status and address)

Schmoltdt Construction, Inc.
7720 Schmoltdt Way
Celina, TX 75009

for the following Project:
(Name and address or location)

Sherman Public Library Renovation
421 N. Travis St.
Sherman, Texas 75090

The Architect:
(Name, legal status and address)

Hidell and Associates Architects, Inc
3033 Kellway Drive, Suite 120
Carrollton, Texas 75006

The Owner's Designated Representative:
(Name, address and other information)

The Construction Manager's Designated Representative:
(Name, address and other information)

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Architect's Designated Representative:
(Name, address and other information)

The Owner and Construction Manager agree as follows.

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. Neither the Owner nor the Construction Manager owes the other a fiduciary duty and both acknowledge that the transaction contemplated by this Agreement is an arms-length business negotiation.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

Init.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If

the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain drawings and specifications are free from inaccuracies, errors, or omissions, or that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum

Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties, and responsibilities as described in AIA Document B133™–2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

| \$0.00

| § 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Zero (0) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

0.00 % per annum

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

3.75% of the Cost of the work

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager shall be entitled to include its fee of 3.75% in any change order that increases in the Guaranteed Maximum Price.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

10%

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General

Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

Init.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager

resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make

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payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 30 day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30 day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those

payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of Five percent (5.00 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of Five percent (5.00 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction

Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

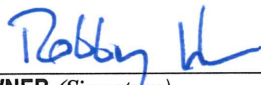
ARTICLE 12 SCOPE OF THE AGREEMENT

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

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

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


OWNER (Signature)

Robby Hefton City Manager
(Printed name and title)


CONSTRUCTION MANAGER (Signature)

Cary Schmoltdt President
(Printed name and title)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.2.

Meeting Date: 07/17/2017

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6239

Authorizing Execution of a Professional Services Agreement with Freeman-Millican, Inc. for the Design of an Effluent Reuse Facility and Associated Pipeline

Issue:

To consider a contract for professional services with Freeman-Millican, Inc. for the design of the City of Sherman Wastewater Effluent Reuse Facility and Pipeline to the Blalock Industrial Park

Background:

The current Capital Improvement Program contains a project to construct a pipeline from the existing Wastewater Treatment Plant to the Blalock Industrial Park. The pipeline will transport treated effluent from the Wastewater Treatment Plant to any industry in the area that can utilize this water in an industrial process. Utilizing the treated effluent will reduce demand on the City's existing water sources and provide for a secondary reuse of previously produced water, thus increasing the City's available water supply for the future.

The project will be designed and right-of-ways obtained at this time. Actual construction of the facilities will be contingent upon the acquisition of an effluent customer in the future.

Origination:

Department of Utilities Administration

Financial Consideration:

The total fee for engineering services will be \$314,000.00.

Staff Recommendation:

It is recommended that the contract for professional services with Freeman-Millican, Inc. for engineering services associated with the Effluent Reuse Facility and Associated Pipeline be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6239

Engineering Services Agreement

Aerial Location Map

RESOLUTION NO. 6239

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREEMAN-MILLCAN, INC. FOR THE DESIGN OF AN EFFLUENT REUSE FACILITY AND ASSOCIATED PIPELINE; 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 Professional Services Agreement with Freeman-Millican, Inc. for engineering services for the design of the City of Sherman Wastewater Effluent Reuse Facility and Pipeline to the Blalock Industrial Park, 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

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the CITY OF SHERMAN, a Home-Rule Municipality, organized and existing under the laws of the state of Texas, hereinafter referred to as "City", and, Freeman-Millican, Inc. hereinafter referred to as "Engineer", to be effective upon the date indicated below.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **Sherman Wastewater Treatment Plant Effluent Reuse Design Project** in the City of Sherman, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

1. **Employment of the Engineer.** The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.
2. **Scope of Work.** The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "1", which is attached hereto and made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City. Engineer agrees to submit all final documents in a form acceptable to the City.
3. **Time of the Essence.** Time is of the essence. Engineer agrees to commence work immediately upon execution of this Agreement and to proceed diligently to completion except for delays beyond Engineer's reasonable control.
4. **Compensation and Method of Payment.** The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount described and set forth in Exhibit "1".
5. **Access to the Site.** City agrees to provide access to the Project area necessary or Engineer to complete his work.
6. **Insurance.** Engineer agrees to procure the following insurance:
 - a. Workers' Compensation as required by law.
 - b. Professional Liability Insurance in an amount not less than \$1,000,000 in the aggregate.

c. Comprehensive General Liability and Property Damage Insurance with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence of damage to or destruction of property.

d. Comprehensive Automobile and Truck Liability Insurance covering owned, hired, and non-owned vehicles, with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for property damage.

e. The Engineer shall include the City as an additional insured under the policies, with the exception of the Professional Liability Insurance and Workers' Compensation. Certificates of Insurance and endorsements shall be furnished to the City before work commences. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, and/or reduced in coverage or in limits ("Change in Coverage") except with prior written consent of the City and only after the City has been provided with written notice of such Change in Coverage, such notice to be sent to the City either by hand delivery to the City Manager or by certified mail, return receipt requested, and received by the City no fewer than thirty (30) days prior to the effective date of such Change in Coverage. Prior to commencing services under this Contract, Engineer shall furnish City with Certificates of Insurance, or formal endorsements as required by this Contract, issued by Engineer's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this Contract are in full force and effect.

7. Indemnity and Duty to Defend.

a. Engineer shall release, defend, indemnify and hold city and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by engineer and to the extent caused by the negligent act or omission or intentional wrongful act or omission of engineer, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom engineer is legally responsible. This agreement does not waive, nor shall it be deemed to waive, any immunity or defense, including, but not limited to Governmental immunity that would otherwise be available to the city against claims arising from the exercise of governmental powers and functions.

b. Engineer is expressly required to defend the City against all Claims for which the City becomes liable. In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Engineer in fulfilling its obligation hereunder to defend and indemnify City, unless such a right is expressly waived by City in writing by the City Manager, approved by the City Attorney, and properly authorized by the City's Council. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Engineer's obligation to defend the City or as a waiver of Engineer's obligation to indemnify the City pursuant to this Contract. Engineer shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Engineer fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Engineer shall be liable for all costs incurred by City in defense of Claims for which Engineer is liable under this Paragraph.

c. This indemnification and duty to defend is subject to and does not waive any governmental immunity available to the City under Texas law, and any defenses of the parties

under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

8. **Independent Contractor.** Engineer is an independent contractor and not an officer, agent, servant or employee of City. Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

9. **Assignment and Subletting.** The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

10. **Contract Termination.** The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination. In the event this Agreement is terminated, the City shall have the option of entering into an Agreement with another party for the completion of the work.

11. **Ownership of Documents.** Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefore for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Paragraph 10, Engineer will revise drawings, if necessary, and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. Engineer also acknowledges that such information shall become subject to the Public Information Laws of this State and that Engineer agrees to waive any copyright claims to the information once the information is submitted to the City.

12. **Complete Contract.** This Agreement, including Exhibit "1", constitutes the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. To the extent that any of the provisions in Exhibit "1" conflicts with this Agreement, the provisions in the Agreement control over the provisions in the exhibit(s). This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

13. **Mailing of Notices.** Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Director of Utilities
City of Sherman
P.O. Box 1106
Sherman, TX. 75090

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Richard Dormier
Freeman-Millican, Inc.
12160 N. Abrams Rd., Suite 508
Dallas, Texas 75243

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

14. **Miscellaneous.**

a. **Paragraph Headings.** The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

b. **Contract Interpretation.** Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

c. **Venue/Governing Law.** The parties agree that the laws of the State of Texas shall govern this Agreement. Exclusive venue shall lie in Grayson County, Texas.

d. **Successors and Assigns.** City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

e. **Severability.** In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

f. **Effective Date.** This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

CITY OF SHERMAN

**ENGINEER:
Freeman-Millican, Inc.**

BY _____
Robby Hefton
City Manager

BY _____
Larry J. Freeman, P.E.
Chairman of the Board

DATE _____

DATE _____

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

EXHIBIT "1"
ENGINEERING SERVICES AGREEMENT

City of Sherman, Texas
Sherman Wastewater Treatment Plant Effluent Reuse Design Project
Scope of Professional Services

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER'S professional engineering representative for the Project as set forth below, and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

OWNER intends to construct, through Prime Contractor(s) the Sherman Wastewater Treatment Plant Effluent Reuse Project, hereinafter called the "Project".

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 GENERAL

- 1.1.1 ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical, and electrical engineering services and customary architectural services incidental thereto. A study phase of process options shall be the initial phase of this project.

1.2 PRELIMINARY DESIGN PHASE

After authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

- 1.2.1 In consultation with OWNER, determine the extent of the Project.
- 1.2.2 Advise OWNER as to the necessity of OWNER'S providing, or obtaining from others, data or services of the types described in paragraph 3.3, and act as OWNER'S representative in connection with any such services.
- 1.2.3 Prepare preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications.
- 1.2.4 Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.
- 1.2.5 Furnish 3 copies of the above preliminary design documents and present and review them in person with OWNER.

1.3 FINAL DESIGN PHASE

After authorization to proceed with the Final Design Phase, ENGINEER shall:

- 1.3.1 On the basis of comments from the review of the preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract

Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

- 1.3.2 Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.
- 1.3.4 Prepare for review and approval by OWNER, his legal counsel, and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.3.5 Submit plans, specifications, and contract documents to applicable regulatory agencies for approval.
- 1.3.6 Furnish 3 copies of the above documents and present and review them in person with OWNER. Make any needed final revisions.

1.4 BIDDING PHASE

After authorization to proceed with the Bidding Phase, ENGINEER shall:

- 1.4.1 Assist OWNER in obtaining bids for each separate prime contract for construction, materials, equipment, and services.
- 1.4.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.4.3 Prepare a tabulation of bids and assist OWNER in evaluating bids and in assembling and awarding contracts.

1.5 CONSTRUCTION PHASE

During the Construction Phase ENGINEER shall:

- 1.5.1 Consult with and advise OWNER and act as his representative as provided in the General Conditions of the Construction Contract. All of OWNER'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said General Conditions except as otherwise provided in writing.
- 1.5.2 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be

required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER'S efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work and shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

- 1.5.3 Review Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and general compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
- 1.5.4 Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as OWNER'S representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.
- 1.5.5 Based on ENGINEER'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts: such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any

lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

- 1.5.6 Conduct in company with OWNER, an inspection to determine if the Project is substantially complete and a final inspection for compliance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.5.5.
- 1.5.7 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.5.1 through 1.5.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.
- 1.5.8 Revise contract drawings (unless redrawing is required), with the assistance of the OWNER and Contractor(s), and furnish two set in Adobe Acrobat Portable Document Format (pdf).

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 GENERAL

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services

- 2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.1.3 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER'S control.
- 2.1.4 Providing renderings or models for OWNER'S use.
- 2.1.5 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental

thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

- 2.1.6 Services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER'S contracts for such services.
- 2.1.7 Provide staking to enable Contractor(s) to proceed with their work and providing other special field surveys.
- 2.1.8 Services during out-of-town travel required of ENGINEER other than visits to the site and OWNER'S office as required by SECTION 1 and authorized by OWNER.
- 2.1.9 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.10 Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing, adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.11 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.12 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 2.1.13 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.
- 2.1.14 Preparation of property descriptions.
- 2.1.15 Additional copies of reports (over agreed number) and additional sets of Contract Documents (over agreed number).
- 2.1.16 Services of a resident Project representative, and other field personnel as required, for on-the-site observation of construction.
- 2.1.17 Any other special or miscellaneous assignments specifically authorized by OWNER.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish

copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish to ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations not covered in SECTION 2; all of which ENGINEER may rely upon in performing his services.
- 3.4 Provide field control surveys and establish reference points and base lines to enable Contractor(s) to proceed with the layout of the work.
- 3.5 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 3.6 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.8 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.9 Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.
- 3.10 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of Contractor(s).

- 3.11 Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.12 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.
- 4.2 After acceptance by OWNER of the ENGINEER'S Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s) (except as may be otherwise required to complete the services called for in paragraph 6.1.2.5).
- 4.3 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written approval by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.
- 4.4 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER'S services and his various rates of compensation shall be adjusted appropriately.
- 4.5 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 90 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.
- 4.6 If ENGINEER'S services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER'S control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER'S control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

- 4.7 In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER'S services during the Final Design, Bidding and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1.1 For Basic Services

OWNER shall pay ENGINEER for Basic Services rendered under SECTION 1 and as further identified in Exhibit "A" as the preliminary engineering phase, final design phase, bidding phase and construction phase a lump sum in the amount of \$314,000.00.

5.1.2 For Additional Services

OWNER shall pay ENGINEER for Additional Services rendered under SECTION 2 as follows:

5.1.2.1 General

For Additional Services rendered under paragraphs 2.1.1 through 2.1.17, inclusive (except services covered by paragraph 2.1.5 and services as a consultant or witness under paragraph 2.1.12), payment will be at the hourly rates in Exhibit "B".

5.1.2.2 Special Consultants

For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.5 or 2.1.17, the amount billed to ENGINEER therefor times a factor of 1.10

5.1.2.3 Serving as a Witness

For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.1.12, at the rate of \$ 2,500 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in paragraph 5.1.2.1).

- 5.1.3 As used in this paragraph 5.1 the term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.4.

5.2 TIMES OF PAYMENTS

- 5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for reimbursable Expenses incurred. The statements will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.
- 5.2.2 Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services:

Phase	Percent of Basic Services
Preliminary Design	21%
Final Design	56%
Bidding or Negotiating	7%
Construction	16%
TOTAL	100%

5.3 OTHER PROVISIONS CONCERNING PAYMENTS

5.3.1 Changes in Project Scope

In the event the OWNER changes the scope of the project after the commencement of the Final Design Phase and such changes render the work unusable that has been performed to the date of the change in project scope, ENGINEER will be paid for services rendered during that phase to the date of notice of the change in project scope at the hourly rates in Exhibit "B" for services rendered by principals and employees assigned to the Project during that phase to date of notice of the change in project scope. In the event of any such change in scope, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

In the event the OWNER changes the scope of the project after the commencement of the Final Design Phase and such changes require the Engineer to modify, redesign or otherwise change engineering work that has been completed or partially completed at the date of the change in scope, ENGINEER will be paid for services required to modify, redesign or otherwise change completed engineering work to meet the requirements of the revised scope of services at the hourly rates in Exhibit "B" for principals and employees assigned to the Project. In the event of any such change in scope, ENGINEER will be paid for all Additional Services and Reimbursable Expenses required to make the above stated changes. Before making changes to the engineering work under this provision, the ENGINEER shall submit an estimate of the cost of making the changes under this paragraph. The ENGINEER shall not begin making changes to the engineering work until authorized by the OWNER.

5.3.2 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER'S bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.3 In the event of termination by OWNER, upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase at the hourly rates in Exhibit "B" for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination, which shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:

20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or

10% if termination occurs after commencement of the Final Design Phase.

5.4 DEFINITIONS

5.4.1 Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, and similar Project related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 - OPINIONS OF COST

6.1 OPINIONS OF COST

6.1.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding Phase OWNER wishes greater assurance as to Project or Construction Cost he shall employ an independent cost estimator as provided in paragraph 3.8. If a

Construction Cost limit is established by written agreement between OWNER and ENGINEER, the following will apply:

- 6.1.1.1 The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Project or Construction Cost in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.
- 6.1.1.2 Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.
- 6.1.1.3 ENGINEER will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments in the extent of the Project to bring it within the cost limit.
- 6.1.1.4 If the Bidding Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.
- 6.1.1.5 If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's extent or quality. In the case of (3), ENGINEER shall, without additional charge, modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. The providing of such service will be the limit of ENGINEER'S responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 REUSE OF DOCUMENTS

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 8.1 The following Exhibits are attached to and made a part of this Exhibit 1:
Exhibit "A" Scope of Work and Exhibit "B" – Freeman-Millican, Inc. - Hourly Rate

Exhibit "A"

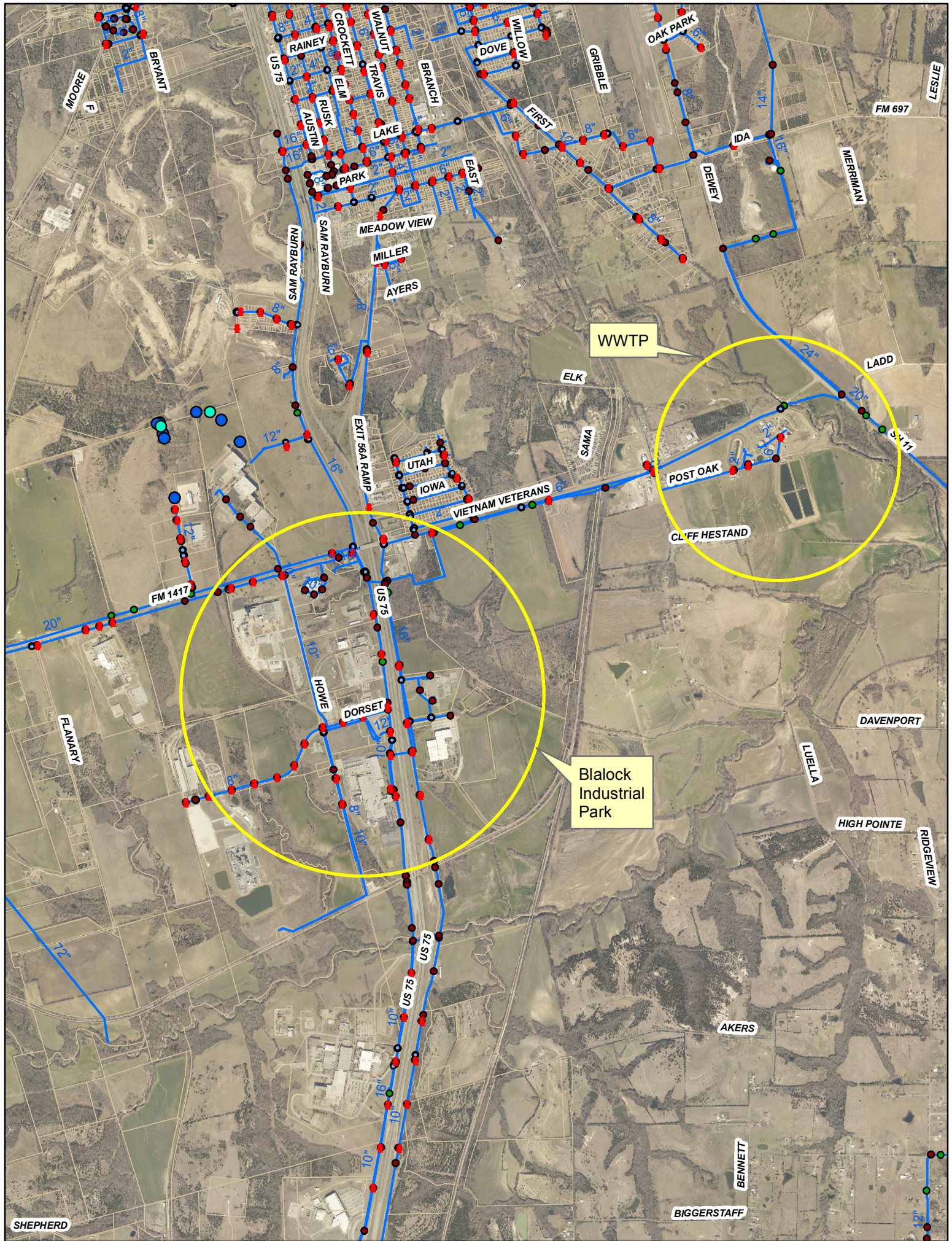
**SHERMAN WWTP EFFLUENT REUSE DESIGN PROJECT
SCOPE OF SERVICES**

PRELIMINARY DESIGN
Determine TCEQ Design Requirements and review with Sherman
Review Reuse Study and estimate demand flows and delivery sites
Re-define Force Main Alignment
Identify property owners & review alignment with Sherman
Help obtain permission from property owners to survey and clear brush
Obtain deed and identify property lines
Preliminary and design surveying to include locating property corners
Adjust alignment and review with Sherman
Develop FM easement descriptions
Assist City on ROW acquisition
Develop preliminary new LS design and cost comparison
Review new LS comparison with Sherman
DESIGN PHASE
Refine demand flows and delivery sites
Design effluent flow diversion to LS/PS
Develop TCEQ permit application
Design pump size and wet-well
Design wet-well, piping, valves and valve vault
Determine prequalified pump and equipment vendors
Design force main
Review design with Sherman
Design Luella Rd FM bore crossing and develop drawings
Develop TCEQ required design report
Design US 75 & FM 1417 FM bore crossings and develop drawings
Design Howe Dr. and Progress Way FM bore crossings and develop drawing
Develop TxDot permits
Design FM county road crossing and develop drawings
Develop county permit
Design two RR Bore & 3 spur crossings and develop drawings
Develop RR permits for two RR and three spur crossing
Design wet-well foundation and pump bases
Develop effluent diversion plan & profile drawing
Develop FM plan drawings
Develop FM detail drawing
Develop PS/LS drawings
Develop technical specifications for effluent diversion
Develop technical specifications for FM
Develop technical specifications for LS/PS
LS site access road design, specifications & drawings
LS site and access road drainage design, specs. & drawings

Develop proposals, bid documents, contracts and specifications PS & FM
Review bid document with Sherman and TCEQ and make revisions
Project management
Develop documents for bidding pumps & equipment
QA/QC
Develop cover and general drawing
Revise pump design and FM for later actual flow demands and delivery sites
ELECTRICAL & CONTROLS
LS/PS 3 phase electrical service planning and routing coordination
Design one line diagram and load distribution design and calculations
Design and drawings for LS site lighting
Design power switch VFDs and panels with operator station & drawings
Design control panel, level sensors and equipment with drawing
Design SCADA
Design grounding & lightning system with drawings
Design wiring/conduits el. Bldg. to switch to control panel to pumps & equip
Identify and review control issues with Sherman staff
Develop Electrical and I&C detail drawing
Develop electrical and I&C technical specifications
Adjust electrical and control design to revised pumping design
BIDDING
Revise two bid sets of documents and print for bidding
Respond to vendor request for information and bid documents
Develop and provide addendums
Conduct a pre-bid conference
Open bids and develop bid tabulations
Evaluate bids and make award recommendations
Attend meeting for contract awards
Develop purchase and construction contracts for execution
CONSTRUCTION
Conduct preconstruction conference
Review contractor submittals on all equip, piping, electrical, etc.
Monthly site reviews and pay applications
Construction meetings and site visits
Respond to contractor request for information
Review and process any required changes
Start up and training
Final inspection & punch list
Make record drawings per contractor as built mark ups
Close out documentation per TWDB

Freeman-Millican, Inc.
Standard Billing Rates

Employee Category	Rate	Billing Unit
Principal Engineer	\$ 185.00	per hour
RPLS	170.00	per hour
Senior Planner	165.00	per hour
Senior Engineer	165.00	per hour
Associate Engineer	150.00	per hour
Associate Planner	150.00	per hour
Architect	140.00	per hour
Senior Project Engineer	135.00	per hour
Project Engineer	120.00	per hour
Planner	120.00	per hour
Engineer-in-Training (EIT)	100.00	per hour
Designer	90.00	per hour
CAD Technician	75.00	per hour
Clerical	50.00	per hour
GPS Surveying	140.00	per hour
Surveying - Field Support	60.00	per hour
Mileage (IRS Allowable)	0.55	per mile





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.3.

Meeting Date: 07/17/2017

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6240**

Authorizing Execution of an Interlocal Cooperation Agreement between the City of Sherman, Texas, and the City of Allen, Texas

Issue:

An Interlocal Cooperation Agreement with the City of Allen to purchase and install equipment necessary for outfitting patrol vehicles for use within the Sherman Police Department

Background:

By entering into an Interlocal Cooperation Agreement with the City of Allen, the City of Sherman will have the opportunity to realize competitively bid pricing of equipment used in the outfitting of police patrol vehicles. Chapter 791 of the Texas Local Government Code statutorily authorizes local governments to enter into Interlocal agreements, which allows the local government to purchase from a contract currently existing between another local government and a vendor. This Interlocal Cooperation Agreement fully satisfies the statutory competitive bid requirements.

Origination:

Sherman Police Department

Financial Consideration:

Budgeted funds will be used for related purchases.

Staff Recommendation:

Staff recommends that the City Council authorize execution of an Interlocal Cooperation Agreement between the City of Sherman and the City of Allen.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6240

Interlocal Cooperation Agreement with the City of Allen

RESOLUTION NO. 6240

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

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

SECTION 1. That the City of Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Interlocal Cooperation Agreement with the City of Allen, Texas, for the purchase of equipment necessary for outfitting patrol vehicles for use within the Sherman Police Department, in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

STATE OF TEXAS
COUNTY OF COLLIN

§
§

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is by and between the City of Allen, Texas ("Allen"), and the City of Sherman, Texas, acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

WHEREAS, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

WHEREAS, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE;

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

ARTICLE I PURPOSE

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

ARTICLE II TERM

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

ARTICLE III TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

ARTICLE IV PURCHASING

The City Manager or designee for each of party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

ARTICLE V MISCELLANEOUS

5.1 **Relationship of Parties**: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice**: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment**: This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability**: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas.

5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

5.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this ____ day of _____, 2017.

CITY OF ALLEN, TEXAS

By: _____
PETER H. VARGAS, CITY MANAGER

305 Century Parkway
Allen, TX 75013

ATTEST:

By: _____
SHELLEY B. GEORGE, CITY SECRETARY

EXECUTED this ____ day of _____, 2017.

CITY OF SHERMAN, TEXAS

By: _____
Robby Hefton, City Manager

220 W. Mulberry
Sherman, Texas 75091

ATTEST:

By: _____
LINDA ASHBY, CITY CLERK

ATTEST:

By:  _____
BRANDON SHELBY, CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.4.

Meeting Date: 07/17/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6241**

Authorizing Execution of a Development Agreement with Stonehollow Homes, LLC for the Construction of Streets, Storm Drainage, Water Main and Sanitary Sewer Main Improvements in Austin Landing, Phase 3, a 25.235-acre Development West of North Travis Street and South of Kreager Road in the City of Sherman

Issue:

The construction of public facilities in Austin Landing, Phase 3, a 25.235-acre development wst of North Travis Street and south of Kreager Road in the City of Sherman

Background:

Stonehollow Homes, LLC proposes to construct a 25.235-acre development west of North Travis Street and south of Kreager Road, which includes the construction of streets, storm water, and water and sanitary sewer mains.

Origination:

Engineering Department

Financial Consideration:

The development fee to be paid by the developer for public inspection will be \$48,537.62.

Staff Recommendation:

Staff recommends approval and execution of the Development Agreement.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6241

Development Agreement with Stoneholllow Homes, LLC

Location Map

RESOLUTION NO. 6241

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH STONEHOLLOW HOMES, LLC FOR THE CONSTRUCTION OF STREETS, STORM DRAINAGE, WATER MAIN AND SANITARY SEWER MAIN IMPROVEMENTS IN AUSTIN LANDING, PHASE 3, A 25.235-ACRE DEVELOPMENT WEST OF NORTH TRAVIS STREET AND SOUTH OF KREAGER ROAD 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 Stonehollow Homes, LLC for the construction of public facilities in Austin Landing, Phase 3, a 25.235-acre development west of North Travis Street and south of Kreager Road 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 STONEHOLLOW HOMES, LLC**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 17th day of July, 2017 (the "Effective Date"), by and among the City of Sherman ("City"), a municipal corporation organized under the laws of the State of Texas, Stonehollow Homes, 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 Austin Landing, Phase 3, and attached hereto and made a part hereof as if fully set out in this paragraph as Exhibit "A" and hereinafter referred to as the "Property", and Developer intends to develop the Property by constructing improvements thereon; and

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

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

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

**ARTICLE I.
SPECIFIC CONTRACT PROVISIONS**

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

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

2. **Assurance of Accuracy of Documents:** Developer has caused the subdivision plat of the Property (the "plat") and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.
3. **Development Documents:** Upon the execution of this Agreement, Plat, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the subdivision depicted on the Plat (hereinafter the "Subdivision") are confirmed, ratified, and agreed upon by both parties 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 the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. Such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Subdivision, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.
6. **Failure to Complete Development:** If the Developer does not complete the Improvements contained in the Development Documents on or before July 15, 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 \$48,537.62.
- 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

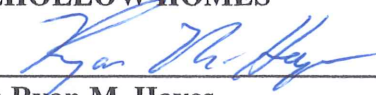
DEVELOPER:

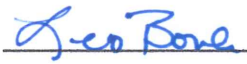
DESIGNEE: Ryan M. Hayes
ADDRESS: 905 Market Street, Suite 250
Allen, TX 75013
PHONE: 214-872-0346
FAX: 214-383-9980

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: STONEHOLLOW HOMES

BY: 
NAME: Ryan M. Hayes
TITLE: Vice President

ATTEST: BY: 
NAME: Leo Bower
TITLE: President

CITY: CITY OF SHERMAN
BY: _____
NAME: Robby Hefton
TITLE: City Manager

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

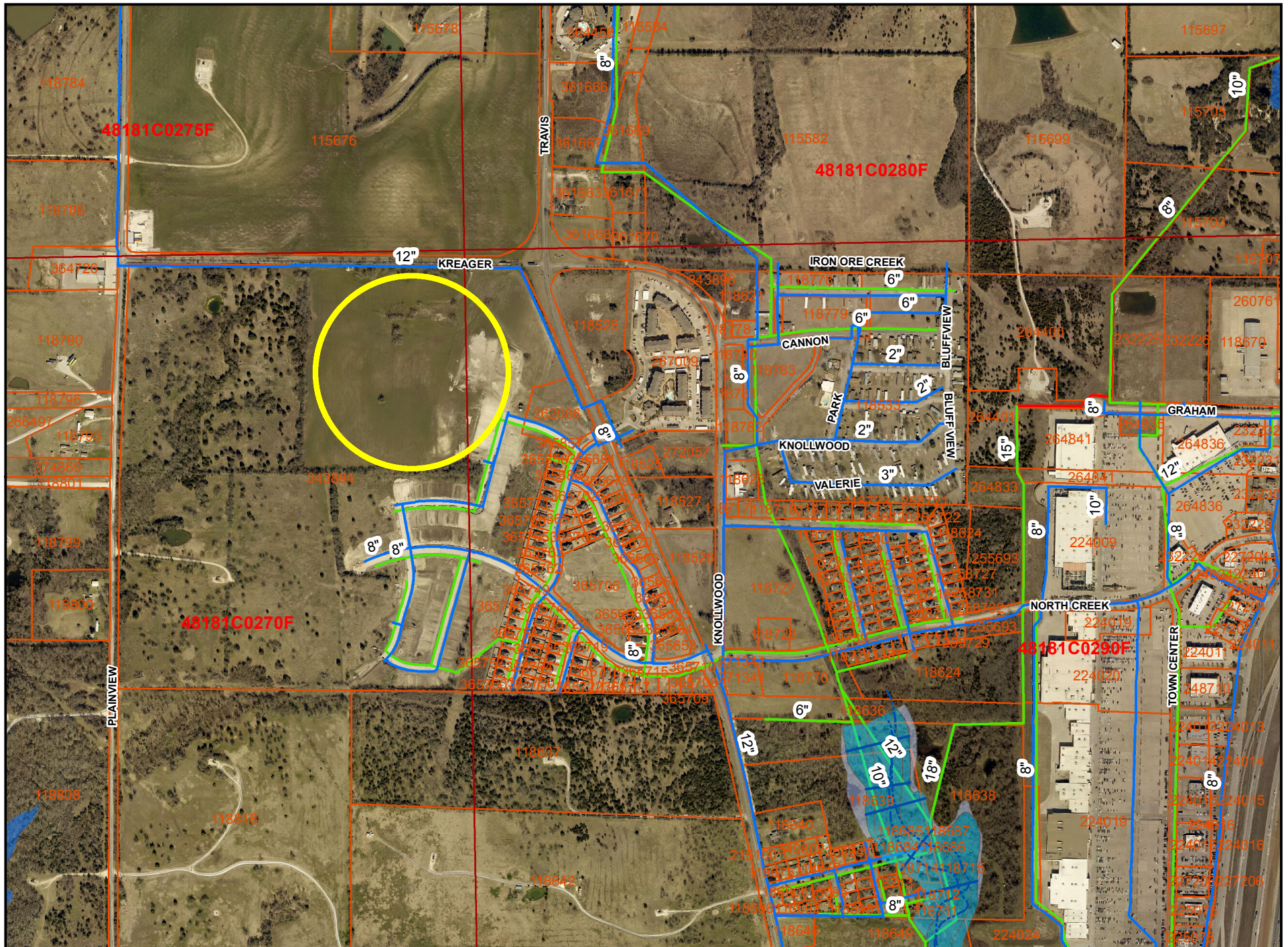
APPROVAL RECOMMENDED:

Clint Philpott, P.E. / Director Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

Austin Landing, Phase 3



1 inch = 800 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.5.

Meeting Date: 07/17/2017

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6242**

Authorizing Publication of the Proposed Final Statement/Action Plan for the Community Development Block Grant for Program Year 2017; Authorizing Submission of the Block Grant Application; Authorizing Execution of Certain Assurances of Compliance in Connection with the Administration and Conduct of the Community Development Program for Program Year 2017

Issue:

Approval of the Program Year (PY) 2017 Community Development Block Grant Final Statement/Action Plan

Background:

Each year, the City of Sherman receives an entitlement grant (Community Development Block Grant) from the U.S. Department of Housing and Urban Development (HUD). We are required to prepare and submit an annual Action Plan, which is a description of the activities that will be undertaken during the coming year to address the needs of our low-to-moderate income citizens. This Action Plan is based on a five (5) year Consolidated Plan & Strategy developed by City staff and approved by the Sherman City Council. It serves as the City's long-term planning tool to address the identified needs of affordable housing, public housing, homelessness, and other non-housing community development needs and activities within the City of Sherman.

Over the past five (5) years, the City of Sherman's history of allocations for the Community Development Block Grant is as follows:

- PY 2012 - \$289,254
- PY 2013 - \$311,726
- PY 2014 - \$301,322
- PY 2015 - \$317,392
- PY 2016 - \$315,681

Origination:

Theresa Caudle, Neighborhood Services

Financial Consideration:

The City of Sherman has been allocated \$334,954.00 in Community Development Block Grant funds from HUD to address our various community development needs for low-to-moderate income citizens during PY 2017.

Staff Recommendation:

It is staff recommendation that the Sherman City Council approve the resolution to adopt the PY 2017 Community Development Block Grant Final Statement/Action Plan as submitted.

Alternatives:

The Sherman City Council may change or re-appropriate these funds/allocations as they see fit.

Attachments

Resolution No. 6242

Memo from Theresa Caudle, Community Development Coordinator

PY 2017 Final Statement/Action Plan

RESOLUTION NO. 6242

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PUBLICATION OF THE PROPOSED FINAL STATEMENT/ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR PROGRAM YEAR 2017; AUTHORIZING SUBMISSION OF THE BLOCK GRANT APPLICATION; AUTHORIZING EXECUTION OF CERTAIN ASSURANCES OF COMPLIANCE IN CONNECTION WITH THE ADMINISTRATION AND CONDUCT OF THE COMMUNITY DEVELOPMENT PROGRAM FOR PROGRAM YEAR 2017; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, under the Housing and Community Development Act of 1974, as amended, the City of Sherman is eligible to receive an estimated \$334,954.00 for program year 2017, to be expended on eligible activities primarily benefiting low/moderate income families; and

WHEREAS, the Community Development Block Grant regulations require the opportunity for citizen participation in the development of the final statement and authorizing of the expenditure of such funds; and

WHEREAS, after proper notice was published in the Herald Democrat, a newspaper of general circulation in the City of Sherman, public hearings were held by said Community Development Staff to receive citizen participation and input on March 7, 2017, and April 9, 2017; and

WHEREAS, the City Council, after due consideration of the proposed Community Development Final Statement and of all matters raised at public meetings, is of the opinion that, unless public comment warrants revisions, said final statement should be submitted as the Community Development Application for the City of Sherman for the program year 2017 to the U.S. Department of Housing and Urban Development, in order to secure funding as provided herein;

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

SECTION 1. That the Community Development Final Statement, embodying those projects set forth on Attachment "A", attached hereto and made a part hereof for all purposes, is hereby approved and adopted as the Community Development Plan of the City of Sherman, Texas, for the program year 2017.

SECTION 2. That the City Council of the City of Sherman hereby certifies and assures the U.S. Department of Housing and Urban Development that development of this application for funds under the Housing and Community Development Act of 1974, as amended, and the implementation of the Block Grant Program will be conducted in accordance with all applicable provisions of the "Assurances" as required.

SECTION 3. That the City Manager of the City of Sherman is hereby authorized to execute, on behalf of the City of Sherman, the "Assurances" set forth on Attachment "B", attached hereto and made a part hereof for all purposes. These Assurances concern compliance with certain guidelines, regulations, and policies in preparation of this application and in conducting the Community Development Program of the City of Sherman.

SECTION 4. That the City Manager of the City of Sherman is hereby authorized to submit, as the Chief Executive Officer of the City of Sherman, and on behalf of the City of Sherman, the Community Development Final Statement and a certified copy of this resolution and all attachments thereto to the U.S. Department of Housing and Urban Development, in application for funds available to the City of Sherman under the Housing and Community Development Act of 1974, as amended. Said application shall be made on forms required by the U.S. Department of Housing and Urban Development.

SECTION 5. That the City Manager of the City of Sherman is hereby authorized and designated to act as Chief Executive Officer in connection with this application, and is hereby authorized and directed to provide such additional information as may be required in connection with said application.

SECTION 6. 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**



memorandum

DATE: Friday, July 7, 2017
TO: Robby Hefton, City Manager
FROM: Theresa Caudle, CD Coordinator 
SUBJECT: PY 2017 Final Statement/Action Plan

The City of Sherman's Proposed Final Statement/Action Plan of Community Development Objectives with projected use of the funds for Program Year 2017 was published in the Herald Democrat on April 9, 2017. The required 30-day public comment period has concluded and there were no public comments received on the Proposed Statement of Objectives.

Therefore, we are now ready to proceed with submitting this to the City Council in the form of a Resolution establishing the City of Sherman's PY 2017 Final Statement/Action Plan.

I am requesting that you set this item for public hearing and present the Resolution for consideration and approval by our City Council at the next regular scheduled meeting of July 17, 2017.

During the interim, should you have any questions or desire additional information or clarification, please let me know.

**CITY OF SHERMAN, TEXAS
FINAL STATEMENT/ACTION PLAN OF
COMMUNITY DEVELOPMENT OBJECTIVES
AND PROJECTED USE OF FUNDS FOR PROGRAM YEAR 2017**

GRANT NO: B-2017-MC-48-0027

The City of Sherman has received notice from the U.S. Department of Housing and Urban Development (HUD) that its entitlement grant for the Community Development Program (CDBG) for fiscal year 2017 is \$334,954.00. These funds will be received on October 1, 2017. Activities that directly benefit low and moderate-income persons will be available citywide. Other activities which have an area benefit will only be available in areas of the city which are populated by a majority of low and moderate-income persons. The City has met citizen participation requirements.

The City of Sherman's Consolidated Plan is a document which is required by the U.S. Department of Housing and Urban Development, and includes the following subjects: (1) Housing and Homeless Needs Assessment - A description of the jurisdiction's estimated housing needs for the ensuing five-year period; (2) Housing Market Analysis - A description of the significant characteristics of the jurisdiction's housing market, including supply, demand, condition and cost of housing and the housing stock and services available (i.e., public and assisted housing, homeless, elderly, frail elderly, persons with disabilities (mental/physical/developmental), persons with alcohol and other drug addictions, and persons with HIV/AIDS and related diseases; (3) Strategic Plan - A description of the five-year strategy and plan to address affordable housing, homelessness, other special needs and non-housing community development plan; and, (4) Action Plan - A description of the jurisdiction's one-year plan of activities to be undertaken during the coming year.

The overall goal of this community development planning and development program is to develop viable urban communities by providing decent housing, a suitable living environment and expanded economic opportunities principally for low and moderate-income persons of the City of Sherman. Therefore, based on these objectives, the following use of funds is being proposed:

**COMMUNITY DEVELOPMENT PROGRAM ACTION PLAN
PROGRAM YEAR 2017**

OWNER-OCCUPIED HOUSING REHABILITATION.....\$180,000

A program of specific housing repairs will be provided to low and moderate income homeowners who reside within the city limits of Sherman, to bring their properties to code requirements. Expenditures will be limited to \$5,000 per housing unit under this activity. This activity will cause no displacement of low and moderate income persons.

DEMOLITION/CLEARANCE PROGRAM.....\$62,300

A program to demolish vacant, substandard structures and clear property lots which pose a risk to health/safety of low-moderate income target neighborhoods.

PROGRAM ADMINISTRATION.....\$66,754

The City proposes to use the Administration funds for personnel and support for all phases of the application process, environmental reviews, fair labor standard compliance, contract management, fair housing Grantee Performance Report, preparation of annual Action Plan and Performance Report associated with the City of Sherman Five-Year Consolidated Plan and Strategy.

PUBLIC SERVICE ACTIVITIES:

Sherman Housing Authority.....\$10,000

A program to address the problems of drug abuse and associated crime in public housing, Activities include increasing law enforcement services to stop the sell of illegal drugs in and around assisted housing, apprehend sellers of such drugs and an overall reduction of crime in the assisted housing area.

Grayson County Crisis Center.....\$4,000

A program of activities that will provide emergency assistance to homeless women and children of domestic violence, who at one time, resided within the city limits of Sherman.

Grayson County Shelter, Inc.....\$4,000

A program of activities that will provide emergency assistance to homeless individuals and families, who at one time, resided within the city limits of Sherman.

Child & Family Guidance Center of Texoma.....\$4,000

A program to provide counseling services for family dysfunction, alcohol and substance abuse, domestic violence and sexual abuse for the low and moderate income Sherman residents.

Boys & Girls Club of Sherman, Inc.....	\$3,900
A program to provide scholarships for the low and moderate income Sherman youth. Scholarship funding will provide the opportunity for low/moderate income youth to participate in organized activities that would not otherwise be able to participate.	
TOTAL PROGRAM ALLOCATION.....	\$334,954

The City of Sherman seeks, through the following program objectives, to improve housing conditions, neighborhood appearance, employment opportunities, and the overall quality of life for low and moderate-income citizens. No activities will be undertaken which cause involuntary displacement of persons.

CITY OF SHERMAN COMMUNITY DEVELOPMENT OBJECTIVES

1. Encourage citizen participation and input to obtain maximum public involvement in program activities.
2. Promote the rehabilitation and repair of deteriorating housing through the City's rehabilitation program.
3. Eliminate slum and blight through the removal of structures that create unsafe, unsanitary and hazardous situations for the public.
4. Promote drug elimination programs for low and moderate income assisted housing families/households.
5. Provide support for provision of emergency shelter/assistance to the homeless.
6. Assist in providing counseling services to youth and adults from low and moderate income families.
7. Assist in providing youth activities for children from low and moderate income families.

The Action Plan of Community Development Objectives and Projected Use of Funds for Program Year 2017 are available in the Community Development Office of the City of Sherman. Any citizen or agency interested in commenting on this Final Statement of Objectives is invited to submit written comments c/o Theresa Caudle, CD Coordinator, City of Sherman P. O. Box 1106 Sherman, TX 75091-1106. Written comments must be received prior to 5:00 p.m. on Thursday, August 3, 2017. A summary of comments received will be made a part of the summary of citizen participation of this Plan.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.1.

Meeting Date: 07/17/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

CHANGE ORDER NO. 1

West Canyon Creek Extension Project; Lynn Vessels Construction, LLC; \$367,504.06 Increase

Issue:

To consider the approval of Change Order No. 1 with Lynn Vessels Construction, LLC for the West Canyon Creek Extension Project

Background:

Lynn Vessels Construction, LLC began construction in March on the Canyon Creek Street Project. As work on this project continued and planning for the new Pecan Grove ballfields began, it was determined that the stormwater drainage through this area would cause certain parts of the park to be unusable for future ballfield and recreation purposes. The change order proposed will provide additional funds required to take the aforementioned storm water drainage to go east into the existing Dean Gilbert Lake Pecan Grove Park. We have confirmed that the lake has the capacity for this proposed additional flow. This proposed solution will also eliminate the need for an additional detention pond within the future park while reducing the storm drainage flow south into Carriage Estates. Other minor changes based on coordination with the contractor and our pipeline maintenance crews are also contained in this change order. This change order is to reflect the increase of \$367,504.06.

Origination:

Engineering Department

Financial Consideration:

The change order results in a \$367,504.06 increase in the contract amount, yielding a final contract price of \$2,531,869.44.

Staff Recommendation:

It is recommended the Change Order No. 1 be approved.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No. 1

Exhibit to Change Order No. 1

Location Map

Change Order

No. 1

Date of Issuance: July 17, 2017

Project: Canyon Creek Drive Extension	Project No.: PW #3009
Owner: City of Sherman	Date of Contract: February 20, 2017
Contractor: Lynn Vessels Construction	

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

Description:

Increase and decreases as noted on the "Canyon Creek Drive Extension, Shady Oaks, and Hillview Lane Project; Change Order #1 – Summary, and three additional pages outlining changes.

Justification:

- Provide drainage modifications routing storm water flow toward Dean Gilbert Lake (retention pond #11);
- Incorporate additional water lines, sewer lines, and street turnouts, for subdivision development;
- Make reconciliation for changes to items correcting the original base bid schedule.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$2,164,365.38

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

\$0

Contract Price prior to this Change Order:

\$2,164,365.38

Increase of this Change Order:

\$367,504.06

Contract Price incorporating this Change Order:

\$2,531,869.44

Original Contract Times:

Substantial completion days: 240

Substantial completion date: November 10, 2017

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

Substantial completion days: : 0

Substantial completion date: November 10, 2017

Contract Times prior to this Change Order:

Substantial completion days: : 0

Substantial completion date: November 10, 2017

Increase of this Change Order:

Substantial completion days: 60

Substantial completion date: January 09, 2018

Contract Times with all approved Change Orders:

Substantial completion days: : 300

Substantial completion date: January 09, 2018

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Canyon Creek Drive Extension, Shady Oaks, and Hillview Lane Project

Change Order #1 - Summary

Description / Items	Subtotal cost changes
A - Canyon Creek Drive	
A-2 Earthwork	\$ 15,424.49
A-3 Paving	\$ 14,702.97
A-5 Storm Sewer	\$ 237,730.56
A-6 Water	\$ 13,201.39
A-7 Sanitary Sewer	\$ (74.91)
Subtotal Canyon Creek Drive Changes	\$ 280,984.50
B - Shady Oaks Lane	
B-3 Paving	\$ (18,774.35)
B-5 Storm Sewer	\$ 143,160.62
B-6 Water	\$ (3,238.89)
B-7 Sanitary Sewer	\$ (1,445.67)
Subtotal Shady Oaks Street Changes	\$ 119,701.71
C - Hillview Lane	
C-3 Paving	\$ (31,930.00)
C-5 Water	\$ (1,269.10)
C-6 Sanitary Sewer	\$ 16.95
Subtotal Hillview Lane Changes	\$ (33,182.15)
TOTAL Change Order #1	\$ 367,504.06

Change Order #1

Description	Unit	Quantity 01/11/17	Quantity 05/10/17	Base Bid Unit Price	Total Cost Change
CANYON CREEK DRIVE					
A-2 Earthwork					
Cut	CY	7,400	9,351	\$ 5.93	\$ 11,569.43
Fill	CY	3,700	4,426	\$ 5.31	\$ 3,855.06
Subtotal					\$ 15,424.49
A-3 Paving					
8" 3600 PSI Concrete w/ #4@24"oc	SY	14,800	15,217	\$ 46.38	\$ 19,340.46
7" 3600 PSI Concrete w/ #4@24"oc	SY	15,217	0	\$ 2.88	\$ (43,824.96)
4" 3000 PSI Concrete w/ #3@24"oc	SF	21,900	25,841	\$ 4.36	\$ 17,182.76
Lime Stabilization	SY	16,000	16,257	\$ 2.73	\$ 701.61
Lime (36#/SY)	TON	287	293	\$ 170.63	\$ 1,023.78
Barrier Free Ramp	EA	6	18	\$ 1,104.01	\$ 13,248.12
TxDOT Type III Barricade	EA	2	6	\$ 1,582.00	\$ 6,328.00
Street Header	LF	0	37	\$ 30.00	\$ 1,110.00
Integral Curb	LF	7,300	7,210	\$ 4.52	\$ (406.80)
Subtotal					\$ 14,702.97
A-5 Storm Sewer					
48" Class III RCP	LF	0	787	\$ 260.90	\$ 205,328.30
36" Class III RCP	LF	84	329	\$ 126.18	\$ 30,914.10
30" Class III RCP	LF	139	0	\$ 93.69	\$ (13,022.91)
24" Class III RCP	LF	290	622	\$ 72.89	\$ 24,199.48
21" Class III RCP	LF	140	126	\$ 62.50	\$ (875.00)
18" Class III RCP	LF	692	315	\$ 50.75	\$ (19,132.75)
15" Class III RCP	LF	0	196	\$ 48.75	\$ 9,555.00
16' Curb Inlet	EA	9	10	\$ 5,226.25	\$ 5,226.25
Temp Channel Excavation (Est.)	CY	2,500	2,287	\$ 5.93	\$ (1,263.09)
Trench Safety	LF	1,422	2,375	\$ 0.28	\$ 266.84
36" RCP Flare Headwall	EA	1	0	\$ 2,331.30	\$ (2,331.30)
21" 6:1 Safety End Treatment	EA	4	0	\$ 2,308.59	\$ (9,234.36)
15" 6:1 Safety End Treatment	EA	0	4	\$ 2,025.00	\$ 8,100.00
Subtotal					\$ 237,730.56
A-6 Water					
8" C900 PVC SDR-18	LF	3,850	4,068	\$ 18.33	\$ 3,995.94
8" Gate Valve	EA	18	24	\$ 1,138.32	\$ 6,829.92
Ductile Iron Fittings w/Restrains	TON	2.5	3	\$ 4,751.06	\$ 2,375.53
Subtotal					\$ 13,201.39
A-7 Sanitary Sewer					
8" SDR-35 PVC	LF	2,120	2,183	\$ 26.36	\$ 1,660.68
6" SDR-35 PVC	LF	0	60	\$ 16.93	\$ 1,015.80
4' Diameter Manhole	EA	7	6	\$ 2,841.79	\$ (2,841.79)
Trench Safety	LF	2,120	2,200	\$ 1.13	\$ 90.40
Subtotal					\$ (74.91)

Change Order #1 Canyon Creek

Description	Total Cost Change
A-1 General	\$ -
A-2 Earthwork	\$ 15,424.49
A-3 Paving	\$ 14,702.97
A-4 Signing/Striping	\$ -
A-5 Storm Sewer	\$ 237,730.56
A-6 Water	\$ 13,201.39
A-7 Sanitary Sewer	\$ (74.91)
Total Change	\$ 280,984.50

Change Order #1

Description	Unit	Quantity 01/11/17	Quantity 05/10/17	Base Bid Unit Price	Total Cost Change
SHADY OAKS LANE					
B-3 Paving					
7" 3600 PSI Concrete w/ #4@24"oc	SY	3,200	0	\$ 2.88	\$ (9,216.00)
4" 3000 PSI Concrete w/ #3@24"oc	SF	2,500	0	\$ 4.36	\$ (10,900.00)
Street Header	LF	0	37	\$ 30.00	\$ 1,110.00
Asphalt Trans.	TON	90	91	\$ 231.65	\$ 231.65
Subtotal					\$ (18,774.35)
B-5 Storm Sewer					
48" Class III RCP	LF	0	580	\$ 260.90	\$ 151,322.00
24" Class III RCP	LF	497	139	\$ 72.89	\$ (26,094.62)
21" Class III RCP	LF	279	265	\$ 62.50	\$ (875.00)
Manhole over 48" RCP Bend w/Ring & Cover	EA	0	1	\$ 6,500.00	\$ 6,500.00
Trench Safety	LF	896	1,104	\$ 0.28	\$ 58.24
Flared Headwall For Multi-Pipes (30" & 48")	EA	0	1	\$ 12,250.00	\$ 12,250.00
Subtotal					\$ 143,160.62
B-6 Water					
8" C900 PVC SDR-18	LF	291	118	\$ 18.33	\$ (3,171.09)
Concrete Blocking	CY	0.5	0.0	\$ 135.60	\$ (67.80)
Subtotal					\$ (3,238.89)
B-7 Sanitary Sewer					
8" SDR-35 PVC	LF	273	220	\$ 26.36	\$ (1,397.08)
Trench Safety	LF	273	230	\$ 1.13	\$ (48.59)
Subtotal					\$ (1,445.67)

Change Order #1 Shady Oaks

	Total Cost Change
B-2 Earthwork	\$ -
B-3 Paving	\$ (18,774.35)
B-4 Signing/Striping	\$ -
B-5 Storm Sewer	\$ 143,160.62
B-6 Water	\$ (3,238.89)
B-7 Sanitary Sewer	\$ (1,445.67)
Total Change	\$ 119,701.71

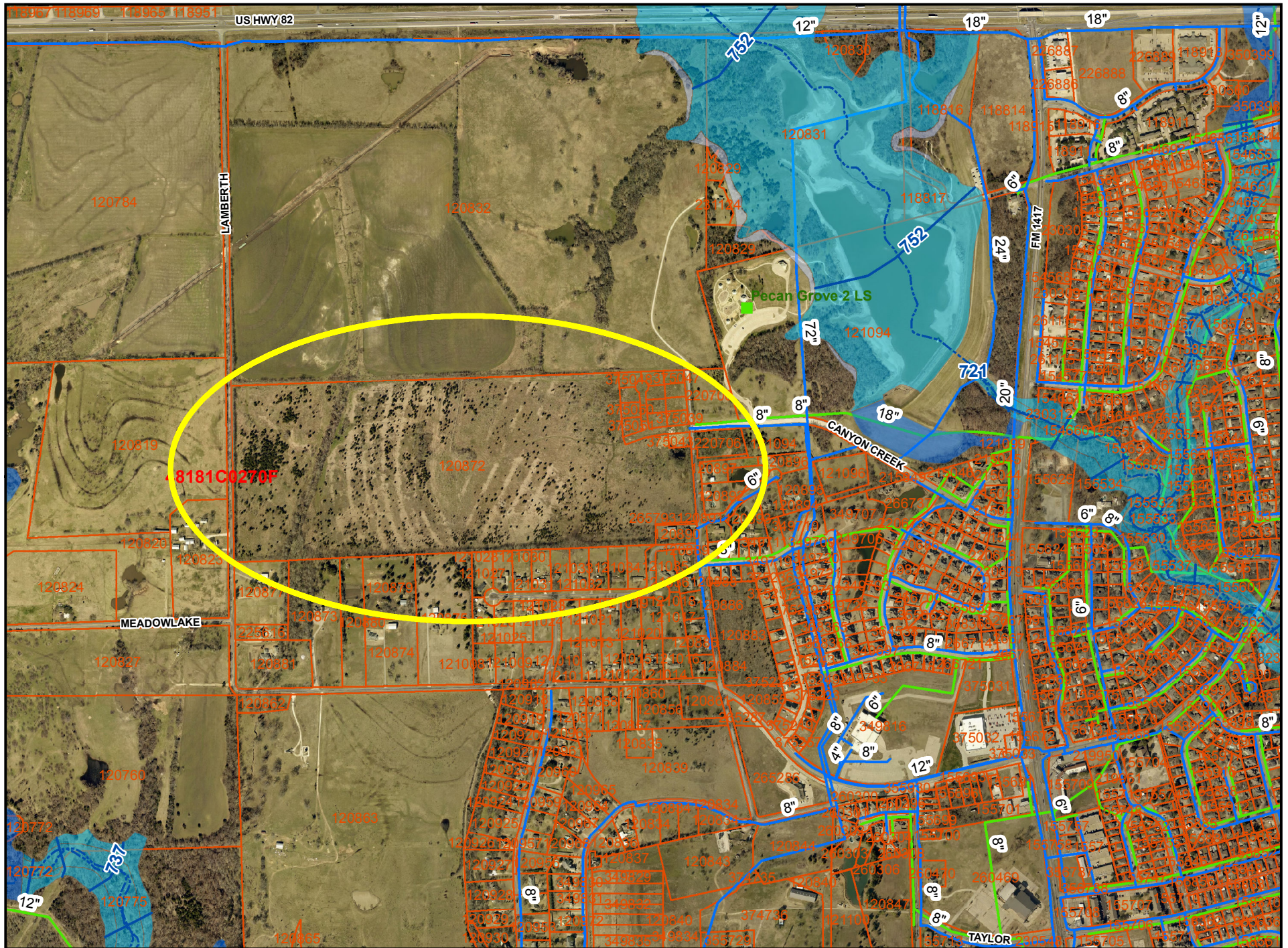
Change Order #1

Description	Unit	Quantity 01/11/17	Quantity 04/20/17	Base Bid Unit Price	Total Cost Change
HILLVIEW LANE					
C-3 Paving					
7" 3600 PSI Concrete w/ #4@24"oc	SY	2,715	0	\$ 2.88	\$ (7,819.20)
4" 3000 PSI Concrete w/ #3@24"oc	SF	5,530	0	\$ 4.36	\$ (24,110.80)
				Subtotal	\$ (31,930.00)
C-5 Water					
8" C900 PVC SDR-18	LF	644	584	\$ 18.33	\$ (1,099.80)
6" C900 PVC SDR-18	LF	20	10	\$ 16.93	\$ (169.30)
				Subtotal	\$ (1,269.10)
C-6 Sanitary Sewer					
Trench Safety	LF	705	720	\$ 1.13	\$ 16.95
				Subtotal	\$ 16.95

Change Order #1 Hillview Lane

	Total Cost Change
C-2 Earthwork	\$ -
C-3 Paving	\$ (31,930.00)
C-4 Signing/Striping	\$ -
C-5 Water	\$ (1,269.10)
C-6 Sanitary Sewer	\$ 16.95
	\$ (33,182.15)

West Canyon Creek Extension



1 inch = 1,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.2.

Meeting Date: 07/17/2017

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** CHANGE ORDER NO. 2**

Approving the Greater Texoma Utility Authority's Intention to Execute Change Order No. 2 for Construction of the Sherman Wastewater Treatment Plant Biosolids Dewatering Project

Issue:

Approving the intention of the Greater Texoma Utility Authority (GTUA) to execute Change Order No. 2 for construction of the Sherman Wastewater Treatment Plant (WWTP) Biosolids Dewatering Project

Background:

Change Order No. 2 incorporates ten (10) changes to the original project quantities. The changes are detailed in the first page of the Change Order.

Origination:

Department of Utilities Administration

Financial Consideration:

The Change Order results in an increase in the project price of \$9,396.46, yielding a revised contract amount of \$1,841,406.46.

Staff Recommendation:

It is recommended that the City Council approve GTUA's intention to execute Change Order No. 2 with We Build, Inc. dba HWH Industrial for construction of the Sherman WWTP Biosolids Dewatering Project.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No. 2

Engineer's Letter of Recommendation dated July 11, 2017

Aerial Location Map

CHANGE ORDER NO. 2

PROJECT: WWTP Biosolids Dewatering Project

OWNER: Greater Texoma Utility Authority for City of Sherman

ENGINEER: Freeman-Millican, Inc.

DATE: 07.11.2017

This change order forms a part of the Contract Documents and modifies the original Project Manual and/or Drawings dated 06.20.2016 as noted below. The Contractor is hereby authorized, subject to the Contract provisions, to make the following changes:

PROJECT MANUAL: No changes.

DRAWINGS:

1. Refer to Screw Press Control Panels #1 and #2 as shown Sheets E2, E3, E4, and to Contractor's Proposal dated 06-22-2017. Provide one alarm, including a flashing red light, horn, and wall bracket, to each of the two control panels. The alarms will be mounted on an exterior wall so as to be seen and heard from outside the building.
2. Refer to attached Sheet A4.4 Stair & Polymer Skid Support Details. Provide and install polymer skid supports according to drawings 5 through 7, and corresponding notes, on Sheet A4.4.
3. Refer to attached Sheet M4.2A Interior & Exterior Hose Bibbs. Modify previously installed plumbing to change the location of the existing hose bibb in Room 101, and add an exterior hose bibb on the east wall of the building according to the detail and notes provided on Sheet M4.2A.
4. Refer to Drilled Pier Schedule 4 on Sheet S1.2 and Contractor's Change Order Request #1. Pier 15 was enlarged from 24" to 36". 2.47 CY of additional concrete, seven #8 bars, and a larger reinforcing spiral were required.
5. Refer to Foundation Plan at Elevation 635.10 (drawing 1) on Sheet S1.2 and Contractor's Change Order Request #2. The south wall of Pump Room B02 was moved 30" south. 2.0 CY of additional concrete, and additional rebar, void boxes and vapor barrier were required.
6. Refer to Piping Site Plan (drawing 1) on Sheet C3.1 and Contractor's Change Order Request #5. The connection to the existing sludge force main at station 0+00 of the sludge influent line occurred farther north than planned due to discovery of existing force main farther north than indicated on the site plan. Additional ductile iron pipe, man hours, and equipment hours were required.
7. Refer to Drilled Pier Schedule 4 on Sheet S1.2 and Contractor's Change Order Request #7. To achieve required minimum depth of penetration into limestone, the depth of the piers varied from the depths indicated in the schedule. Additional concrete and reinforcement were required.
8. Refer to Piping Site Plan (drawing 1) on Sheet C3.1 and Contractor's Change Order Request #8. Replacement of the existing 6" water line under the proposed pavement was not required due to discovery of the existing water line west of the proposed pavement.
9. Refer to the plumbing plans and diagrams on Sheet P1.1 and Contractor's Change Order Request #10. Floor drain 3 and the requirement to tie floor drain 6 into the gravity sewer were deleted from the project.
10. Refer to the plumbing plans and diagrams on Sheet P1.1, Manhole Vent Assembly (drawing 2) on Sheet C3.1, and Contractor's Change Order Request #11. P-traps were added to floor drains 4 and 5, and a vent was added to a manhole.

Original Contract Amount:	\$2,098,379.00
Net Additions/Reductions Previous Change Order:	-266,369.00

Revised Contract Amount - Change Order No. 1 **\$1,832,010.00**

ITEM	DESCRIPTION	AMOUNT
1	Provide alarms on Screw Press Control Panels #1 and #2.	1,683.00
2	Provide and install polymer skid supports per attached Sheet A4.4	1,947.00
3	Modify plumbing and add exterior hose bibb per attached Sheet M4.2A	1,084.00
4	Enlarge Pier 15 from 24" to 36" diameter.	900.49
5	Move south wall of Pump Room B02 30" south.	2,279.90
6	Connect sludge influent line to existing force main farther north.	993.96
7	Net additional depth of foundation piers.	2,920.83
8	6" water line replacement not required.	-2,041.90
9	Delete floor drain 3 and requirement to tie floor drain 6 into sewer.	-1,000.00
10	Add p-traps to floor drains 4 and 5, and add vent to manhole.	629.18

Net Change - Change Order No. 2 **+ 9,396.46**

Revised Contract Amount Change Order No. 2 **\$1,841,406.46**

Original Contract Time:	365 Days
Net Extensions/Reductions Previous Change Orders:	0 Days
Extension/Reduction This Change Order:	0 Days
Revised Contract Time:	365 Days

RECOMMENDED:

FREEMAN-MILLICAN, INC.

07/11/17

DATE

APPROVED:

CONTRACTOR

DATE

GREATER TEXOMA UTILITY AUTHORITY

DATE

TERRY MILLICAN, R.P.L.S.
VICTOR ACUY, P.E.
RICHARD A. DORMIER, P.E.
JOHN D. GATTIS, A.I.A.
DAMIR LULO, P.E.
MICHAEL K. STACEY, P.E.
LARRY J. FREEMAN, P.E.

July 11, 2017

Mr. Drew Satterwhite, P.E.
General Manager
Greater Texoma Utility Authority
5100 Airport Drive
Denison, Texas 75020

**Re: Sherman WWTP Biosolids Dewatering Project
Change Order #2**

Dear Mr. Satterwhite:

This proposed change order #2 includes 10 items with some deductions and some additions for a net increase of \$9,396.46. Item descriptions and cost are summarized in the change order.

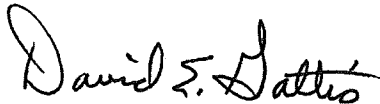
The 1st three item were requested by plant operating personnel to facilitate operations. Item 2 facilitates removal and cleaning the polymer containment pan. Items 4 and 5 were required because of a larger biosolids pump footprint than anticipated. Item 10 added a manhole vent to minimize sewer gas entry into the building and two p-traps were added per building code. The needs for the remaining items are included in the change order descriptions.

Additional cost for all items are reasonable.

We recommend that the Greater Texoma Utility Authority approve the proposed change order #2 increasing the contract with We Build, Inc. dba HWH Industrial to \$1,841,406.46.

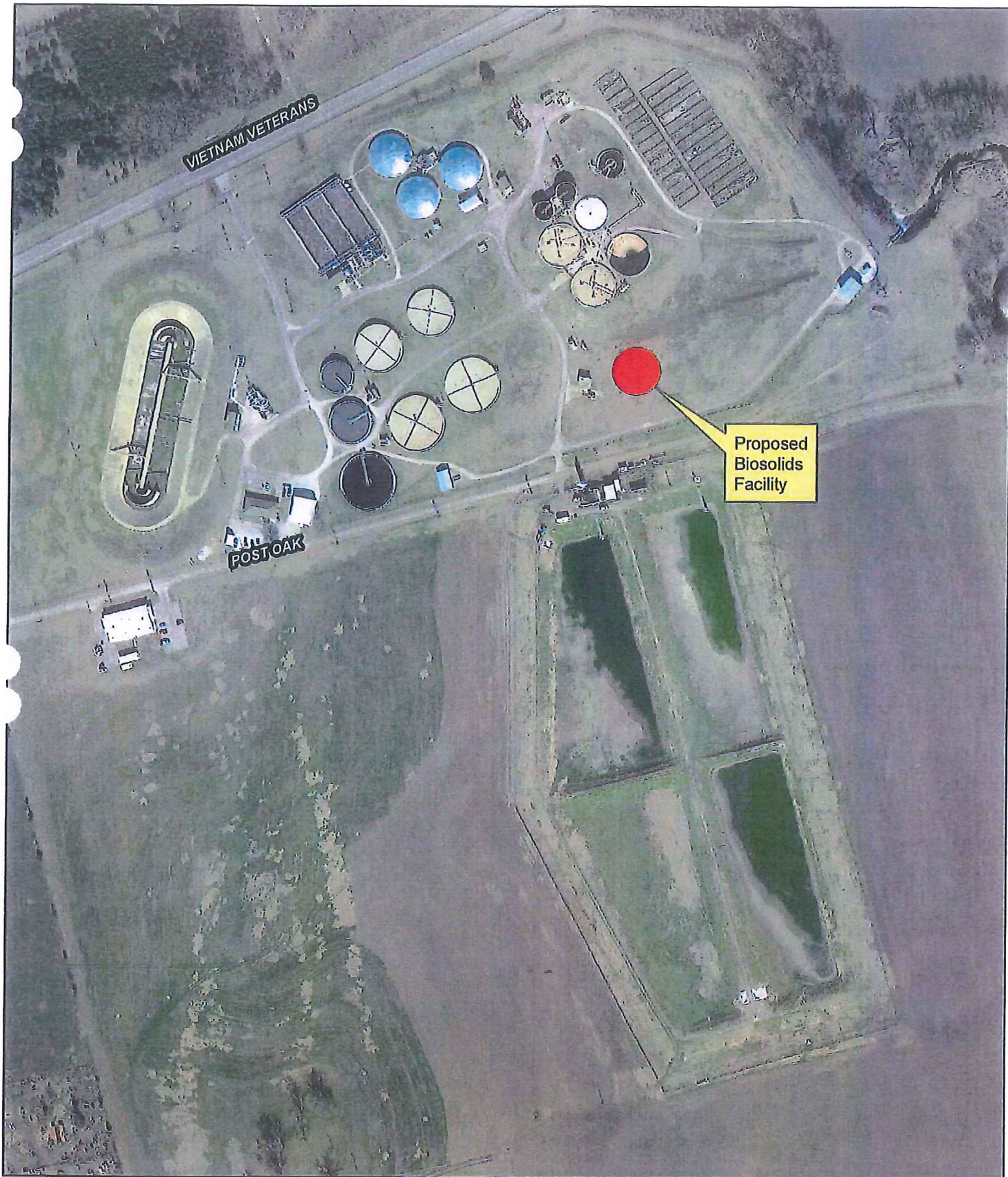
Sincerely,

FREEMAN - MILLICAN, INC.



David E. Gattis, P.E

Enclosure & Copy: Sherman, Mark Gibson, Director of Utilities



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

Wastewater Treatment Plant

1 inch = 300 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.1.

Meeting Date: 07/17/2017

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Mayor's Appointments to a Charter Review Commission

Issue:

The appointment of members to the City of Sherman's Charter Review Commission that was created by separate Ordinance at this July 17, 2017 Council meeting. The Commission is to be comprised of members of the Sherman City Council.

Background:

The following timeline is proposed for a Charter Amendment Election to be called for November 7, 2017:

- July 17th - Mayor appoints Ad Hoc Committee for Charter Amendment Review
- August 7th - Committee recommendations are presented to the full Council
- August 21st - Ordinance ordering election is presented

Pursuant to Article X, Section 15(a) of the City Charter, amendments to the City Charter may be framed and proposed, inter alia, by report of a charter commission created by ordinance.

City staff is now undergoing the process of reviewing the City Charter for needed amendments; and the City Attorney would like the Mayor to appoint certain Council members to the Charter Review Commission for the same purpose. The Commission members would review the Charter and return to the City Council on August 7th with recommended alterations, revisions or amendments. The Commission would cease to function on December 31, 2017.

Origination:

Brandon S. Shelby, City Attorney

Financial Consideration:

There is no financial impact as members would receive no compensation for serving on this Commission.

Staff Recommendation:

Mayor's Appointments

The Mayor will announce his appointments at the July 17th City Council meeting:

1. _____
2. _____
3. _____

It is recommended that the Council confirm the Mayor's appointments to the Charter Review Commission.

Alternatives:

The Council could decide to forego amendment of the City Charter.

Attachments

City Charter, Article III, Section 5 and Article X, Section 15

HOME RULE CHARTER

ARTICLE III. NOMINATIONS AND ELECTIONS

Section 5. Ballots for charter amendments.

A charter amendment to be voted on by the city shall be presented for voting by ballot title. The ballot title of an amendment shall be a clear, concise statement describing the substance of the proposal without argument or prejudice. Below the ballot title shall appear the following question: "Shall the above described amendment be adopted?" Immediately below such question shall appear, in the following order, the words "yes" and "no", with a blank oval beside each word, one of which is to be filled in indicating the voter's choice. A charter amendment election may not be held earlier than every two years. (Resolution 4442 adopted 5/6/03)

ARTICLE X. GENERAL PROVISIONS

Section 15. Charter amendment.

- (a) Proposal of amendment. Amendments to this charter may be framed and proposed:
 - (1) In the manner provided by law,
 - (2) By ordinance of the council containing the full text of the proposed amendment and effective upon adoption, or
 - (3) By the voters of the city, or
 - (4) By report of a charter commission created by ordinance.

Proposal of an amendment by the voters of the city shall be by petition containing the full text of the proposed amendment, and shall be governed by the same procedures and requirements prescribed in [Article IX](#) for initiative petitions until such time as a final determination as to the sufficiency of the petition is made, except that there shall be no limitation as to subject matter and that the petition must be signed by qualified voters of the city equal in number to at least ten percent (10%) of the total number of qualified electors registered to vote at the last regular city election. The petitioners' committee may withdraw the petition at any time before the 15th day immediately preceding the day scheduled for the city vote on the amendment.

- (b) Election for amendments. Upon delivery to the city election authorities of the report of a charter commission or committee, or delivery by the city attorney of an adopted ordinance or a petition finally determined sufficient, proposing an amendment pursuant to subsection (a), the election authorities shall submit the proposed amendment(s) to the voters of the city at an election. Such election shall be announced by a notice containing a substantial copy of the proposed amendment(s) and shall be published on the same day in

each of two (2) successive weeks in a newspaper of general circulation, with the first publication occurring before the 14th day before the date of the election. Each amendment will not contain more than one subject. The election shall be held on the first authorized uniform election date prescribed by the Election Code and that occurs on or after the 30th day after the date the ordinance is adopted. If no regular election is to be held within that period, the council shall provide for a special election on the proposed amendment(s); otherwise the holding of a special election shall be within the discretion of the council. The form of ballot shall be as specified in Article III, Section 5.

(c) Adoption of amendment. If a majority of the qualified voters of the city voting upon a proposed charter amendment vote in favor of it, the amendment shall become effective upon entry of an order by the municipality declaring that the charter amendment is adopted.

(d) Adoption of a new charter. A new charter may be framed pursuant to the procedures as prescribed by state law.

(Ordinance 4267, sec. 2, adopted 1/16/93)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.2.

Meeting Date: 07/17/2017

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Review of the 2017-2018 Proposed Budget

Issue:

Reviewing the 2017-2018 Proposed Budget

Background:

The 2017-2018 Draft Budget was presented to the City Council at the June 15th Budget Workshop. The City Council asked staff to come back with more options, particularly as it relates to the proposed stormwater program. This agenda item is to provide additional information to the Council and receive further direction in the development of the proposed budget.

Origination:

City Council

Financial Consideration:

There is no financial consideration except what may be decided for the 2017-2018 budget.

Staff Recommendation:

Final decision on those items discussed.

Alternatives:

The Council could change the 2017-2018 proposed budget.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.3.

Meeting Date: 07/17/2017

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Approve Quarterly Investment Report for Quarter Ended June 30, 2017

Issue:

To approve the Investment Report for the quarterly period ending June 30, 2017

Background:

These reports are being presented in accordance with the state law that requires at least quarterly presentation to the Council. A separate report is included for the debt proceeds as required by the Investment Policy. The reports were given to the Investment Committee prior to submittal to the Council.

As of June 30, 2017, the portfolios were in compliance with applicable state laws and the Investment Policy. The Operating investment portfolio had a book value of about \$17.1 million, a decrease of about \$0.15 million from prior quarter of \$17.2 million, due to a withdrawal from a Local Government Investment Pool and a maturity of a U.S. Agency Security; and the purchase of a State of Texas Obligation and a U.S. Agency. The underlying investments were adequately diversified among four different types of securities. This portfolio is appropriately liquid; and its weighted-average maturity was about 498 days, up from 447 days from last quarter. The portfolio yield of 1.213% for the quarter is slightly lower than the benchmark yield of 1.24%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

The debt proceeds portfolio balance of \$23.5 million was invested in a Local Government Investment Pool, a U.S. Agency, and an FDIC insured money market account. Transactions in this portfolio included the receipt of interest income and payments for capital projects. The yield of .86% was above the benchmark yield of .84% for this portfolio. Book value and market value were about the same.

Origination:

Finance

Financial Consideration:

None

Staff Recommendation:

It is recommended that the Council accept the Investment Report as presented.

Alternatives:

The Council could offer suggestions for improvement or could request more frequent reporting.

Attachments

Memo to Investment Committee

Quarterly Investment Reports - PE June 30, 2017



memorandum

DATE: Tuesday, July 11, 2017

TO: The City of Sherman Investment Committee
Councilman Jason Sofey
Councilwoman Pam Howeth
Robby Hefton, City Manager

CC: Steve Ayers, Assistant City Manager

FROM: Mary Lawrence, Director of Finance *ml*

SUBJECT: Investment Reports for Quarter Ended June 30, 2017

Enclosed is a copy of the quarterly investment reports for June 30, 2017. As of that date, the City was in compliance with all applicable state laws and internal policies for the portfolio.

The total operating portfolio balance of about \$17.1 million decreased by about \$0.15 million from the previous quarter due to the purchase of a U.S. Agency and a State of Texas political subdivision obligation; and the maturity of a U.S. Agency and a withdrawal from a Local Government Investment Pool. The underlying investments were adequately diversified among four different types of securities. The portfolio's weighted-average maturity of about 498 days increased from last quarter due to the purchase of a longer term maturity. The portfolio yield of 1.213% was 3 basis point below our benchmark 1-year Constant Maturity Treasury Index of 1.24%. Book value closely approximated market value.

The debt proceeds portfolio balance of \$23.5 million had decreased by about \$1.7 million due to payments for capital projects. The underlying investments were invested in a Local Government Investment Pool, a U.S. Agency security, and an FDIC insured money market account.

The investment reports will be on the July 17, 2017 City Council agenda for their review and approval. Please call me if you have any questions about this item.

attachments (as stated above)

CITY OF SHERMAN, TEXAS
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ending June 30, 2017

	Total Portfolio Summary		
	Current Quarter 6/30/2017	Prior Quarter 3/31/2017	Change From Prior Quarter
Book Value	\$ 17,118,774	\$ 17,272,053	\$ (153,279)
Market Value	\$ 17,076,128	\$ 17,237,829	\$ (161,701)
Weighted Average Maturity - Days	498	447	51
Weighted Average Yield	1.213%	1.093%	0.120%
Earned Income	\$ 35,357	\$ 38,607	\$ (3,250)
Earned Income - Year-to-Date	\$ 112,403	\$ 77,046	\$ 35,357

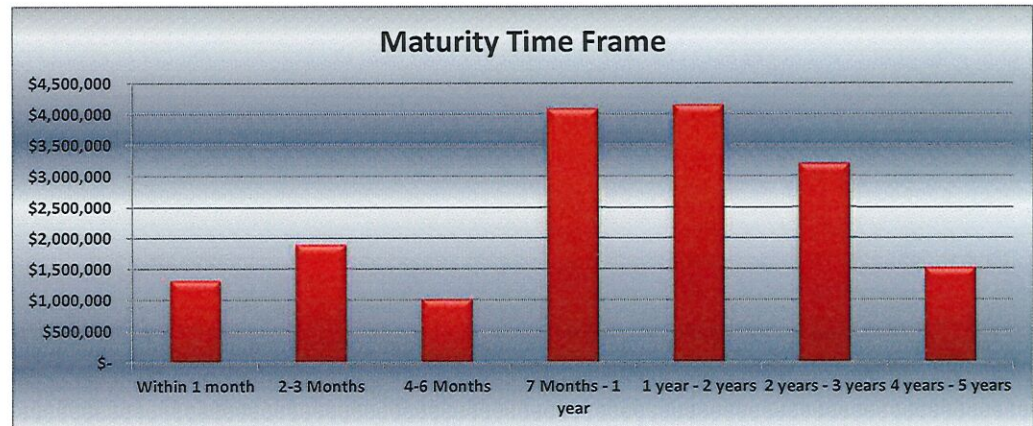
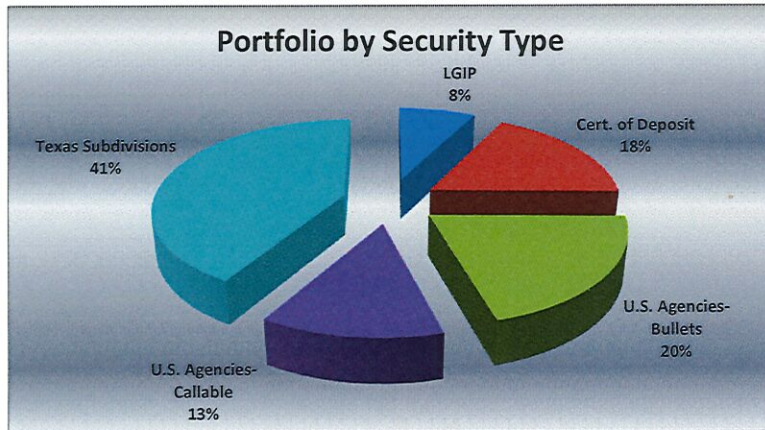
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of June 30, 2017, the City's portfolio had a book value of about \$17.1 million, which approximates market value. Of this amount, approximately \$1.3 million was held in Local Government Investment Pools (LGIP), \$3.0 million was held in Certificates of Deposit (CD), \$5.7 million was held in U.S. Agency Securities and \$7.1 million was held in State of Texas political subdivision obligations.

The portfolio value decreased by \$0.15 million from the previous quarter due to purchases of \$1.0 million U.S. Agency security and \$0.5 million State of Texas political subdivision obligations, with \$0.65 million withdrawn from Local Government Investment Pools (LGIP) and maturity of \$1.0 million U.S. Agency security.

The weighted average yield on the portfolio was 1.21%, 3 basis points below the 1-year Constant Maturity Treasury Index of 1.24% and 1 basis point above the previous quarter.

The weighted average maturity of the portfolio increased from 447 days at March 31, 2017 to 498 days at June 30, 2017.



Mary Lawrence

Mary Lawrence, Finance Director and City of Sherman Investment Officer

Tammy Davis

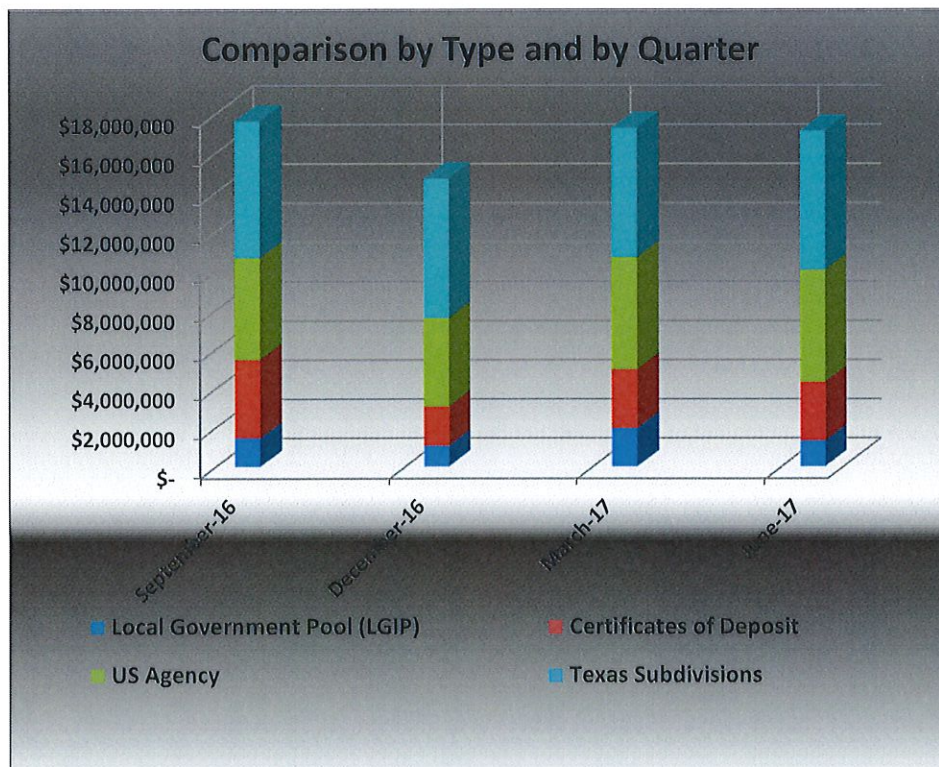
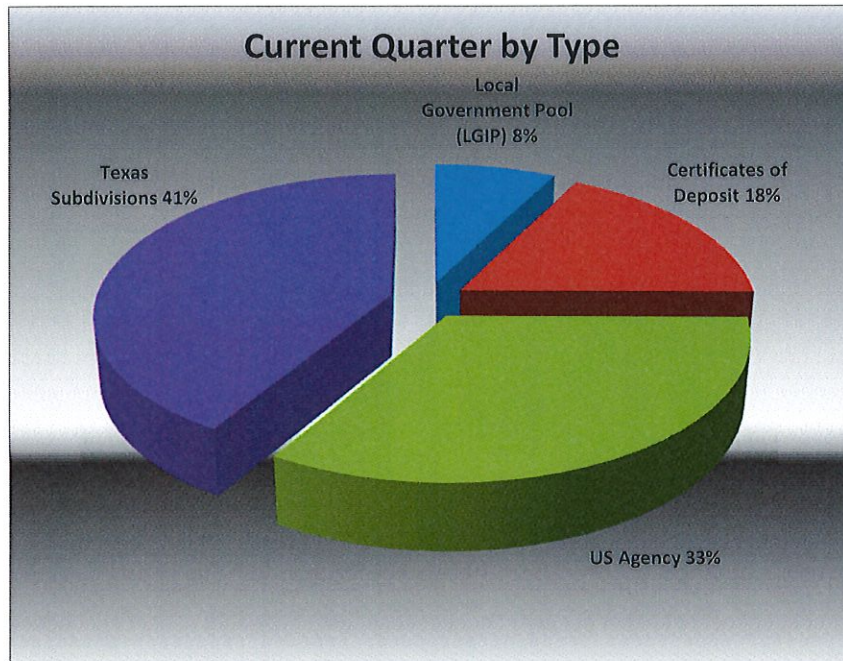
Tammy Davis, Controller and City of Sherman Investment Officer

CUSIP	Settlement Date	Security Type	Security Description	CPN Rate	Maturity Date	Credit Rating	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
Tex-Pool		LGIP	TexPool			AAAm	\$ 413,033	100.00	\$ 413,033	\$ 413,033	100.01	\$ 413,066	1	0.77%
TexStar		LGIP	TexSTAR			AAAm	892,903	100.00	892,903	892,903	100.01	892,903	1	0.78%
CD 4176805655	4/8/2016	CD	Landmark Bank	0.74%	10/8/2017		1,000,000	100.00	1,000,000	1,007,345	100.00	1,007,345	100	0.74%
CD 4176806562	2/22/2017	CD	Landmark Bank	1.15%	8/22/2018		1,000,000	100.00	1,000,000	1,002,804	100.00	1,002,804	418	1.15%
CD 4176806687	3/27/2017	CD	Landmark Bank	1.13%	3/27/2018		1,000,000	100.00	1,000,000	1,002,848	100.00	1,002,848	270	1.13%
887127TM0	2/24/2015	Texas Subdivision	Timberline TX UD	2.00%	8/1/2017	AA	475,000	102.64	487,559	475,509	100.07	475,309	32	0.90%
97000PHG8	4/19/2016	Texas Subdivision	William Co TX MUD# 10	2.00%	8/1/2017	AA	105,000	101.40	106,469	105,112	100.07	105,078	32	0.90%
3130AOWJ5	3/6/2014	Agency Bullet	FHLB	1.02%	8/7/2017	AA+	1,000,000	100.24	1,002,385	1,000,073	99.98	999,827	38	0.95%
34684PAW6	3/17/2016	Texas Subdivision	Ft Bend Co TX MUD #137	3.00%	9/1/2017	AA	300,000	102.94	308,823	301,043	100.30	300,894	63	0.96%
31315PZ28	2/17/2016	Agency Bullet	Farmer Mac	1.20%	12/22/2017	AA+	1,000,000	100.70	1,006,987	1,001,814	100.08	1,000,752	175	0.82%
67381PKE1	12/17/2014	Texas Subdivision	Oakmont TX PUD	2.00%	3/1/2018	A3	225,000	102.09	229,712	225,874	100.32	225,722	244	1.33%
232425NB0	2/24/2016	Texas Subdivision	CY-Champ TX PUD	2.00%	3/1/2018	AA	225,000	102.20	229,941	226,631	100.58	226,307	244	0.90%
667489FV5	2/24/2015	Texas Subdivision	NW Harris Co TX MUD #6	2.00%	4/1/2018	A2	210,000	102.74	215,748	211,412	100.65	211,373	275	1.10%
643161HB1	5/21/2015	Texas Subdivision	New Caney TX MUD	2.00%	4/1/2018	Aa3	270,000	101.36	273,672	270,966	100.32	270,875	275	1.51%
414911JL2	2/25/2015	Texas Subdivision	Harris Co TX MUD #119	2.00%	5/1/2018	A3	135,000	102.81	138,789	136,005	100.73	135,980	305	1.10%
313379DT3	3/1/2016	Agency Bullet	FHLB	1.25%	6/8/2018	AA+	1,000,000	100.71	1,007,060	1,002,918	99.96	999,633	343	0.94%
41421GFV4	2/27/2015	Texas Subdivision	Harris Co TX MUD # 468	2.00%	9/1/2018	A3	740,000	102.47	758,248	746,092	100.99	747,311	428	1.28%
82620YFZ1	6/19/2015	Texas Subdivision	Sienna Plantation MUD	2.00%	9/1/2018	A3	230,000	100.86	231,978	230,728	100.76	231,743	428	1.73%
34680CDA4	6/23/2015	Texas Subdivision	Ft Bend Co TX MUD #128	2.00%	9/1/2018	A3	650,000	102.02	663,130	654,822	100.47	653,068	428	1.35%
955496GC2	8/6/2015	Texas Subdivision	W Ranch TX Mgmt Dist	1.65%	9/1/2018	A3	340,000	100.60	342,030	340,774	99.60	338,654	428	1.45%
41421DRU2	3/24/2016	Texas Subdivision	Harris Co TX MUD #419	3.00%	9/1/2018	AA	140,000	104.43	146,203	142,980	102.00	142,794	428	1.15%
31331KB74	9/30/2015	Agency Bullet	FFCB	1.88%	3/29/2019	AA+	500,000	102.46	512,290	506,135	100.77	503,865	637	1.12%
88213ACF0	7/23/2015	Texas Subdivision	TX St A&M Sys Brd	4.00%	5/15/2019	AA+	500,000	108.07	540,330	519,817	104.17	520,850	684	1.80%
207435MH8	6/1/2016	Texas Subdivision	Conally TX Consol ISD	3.00%	8/15/2019	AAA	150,000	106.42	159,635	156,390	103.36	155,037	776	0.96%
34683CJU1	5/5/2016	Texas Subdivision	Ft Bend Co TX MUD #133	2.00%	9/1/2019	A3	100,000	102.76	102,762	101,809	101.19	101,192	793	1.15%
8827235D7	12/7/2016	Texas Subdivision	TXBL Ref TX Pub Fin Auth Military	4.00%	10/1/2019	AAA	250,000	106.48	266,205	262,958	104.95	262,373	823	1.64%
3134GA2P8	3/2/2017	Agency Callable	FHLMC	1.55%	11/27/2019	AA+	1,200,000	99.99	1,199,880	1,199,891	99.94	1,199,226	880	1.55%
414229FG8	5/5/2016	Texas Subdivision	Harris Co TX MUD #500	4.00%	12/1/2019	AA	315,000	107.76	339,435	331,708	104.23	328,337	884	1.75%
414935LK0	5/3/2016	Texas Subdivision	Harris Co MUD #120	2.00%	9/1/2019	AA	395,000	102.09	403,252	401,050	100.57	397,259	793	1.49%
41456PHW0	8/11/2016	Texas Subdivision	Harris-Montgomery TX MUD # 386	2.00%	9/1/2019	Aa3	350,000	103.16	361,050	358,841	100.53	351,855	793	1.20%
038395EP0	9/6/2016	Texas Subdivision	Aquilla TX Water SUD Series A	3.25%	9/1/2019	A	200,000	107.96	215,910	212,643	105.03	210,054	793	1.20%
038395FD6	9/6/2016	Texas Subdivision	Aquilla TX Water SUD Series B	3.25%	9/1/2019	A	160,000	106.95	171,114	168,831	103.03	164,851	793	1.45%
34679RNB1	6/6/2017	Texas Subdivision	Fort Bend Co TX MUD #23-A	2.00%	9/1/2021	A3	500,000	101.43	507,125	507,015	101.15	505,760	1,524	1.65%
3134GBRT18	6/29/2017	Agency Callable	FHLMC	2.00%	6/29/2022	Aaa	1,000,000	100.00	1,000,000	1,000,000	99.12	991,183	1,825	2.00%
Total							\$ 16,970,936	\$	17,233,655	\$ 17,118,774	\$	17,076,128		

CUSIP	Settle Date	Security Description	Maturity Date	Market Value 3/31/2017	Change in Market Value	Market Value 6/30/2017
Tex-Pool		TexPool		\$ 412,256	\$ 810	\$ 413,066
TexStar		TexSTAR		1,540,484	(647,581)	892,903
CD 4176805655	4/8/2016	Landmark Bank	10/8/2017	1,005,509	1,836	1,007,345
CD 4176806562	2/22/2017	Landmark Bank	8/22/2018	1,000,000	2,804	1,002,804
CD 4176806687	3/27/2017	Landmark Bank	3/27/2018	1,000,000	2,848	1,002,848
313379VE6	2/20/2015	FHLB	6/19/2017	1,000,421	(1,000,421)	-
887127TM0	2/24/2015	Timberline TX UD	8/1/2017	476,430	(1,121)	475,309
97000PHG8	4/19/2016	William Co TX MUD #10	8/1/2017	105,360	(282)	105,078
3130AOWJ5	3/6/2014	FHLB	8/7/2017	1,000,381	(554)	999,827
3468PAW6	3/17/2016	Ft Bend Co TX MUD #137	9/1/2017	302,382	(1,488)	300,894
31315PZ28	3/17/2016	Farmer Mac	12/22/2017	1,001,421	(669)	1,000,752
67381PKE1	12/17/2014	Oakmont TX PUD	3/1/2018	226,116	(394)	225,722
23242NBO	2/24/2016	CY-Champ TX PUD	3/1/2018	226,928	(621)	226,307
667489FV5	2/24/2015	NW Harris Co TX MUD #6	4/1/2018	211,959	(586)	211,373
643161HB1	5/21/2015	New Caney TX MUD	4/1/2018	271,320	(445)	270,875
414911JL2	2/25/2015	Harris Co TX MUD #119	5/1/2018	136,343	(363)	135,980
313379DT3	2/29/2016	FHLB	6/8/2018	1,000,900	(1,267)	999,633
41421GFW4	2/27/2015	Harris Co TX MUD # 468	9/1/2018	749,183	(1,872)	747,311
8260YFZ1	6/19/2015	Sienna Plantation MUD	9/1/2018	232,210	(467)	231,743
34680CDA4	6/23/2015	Ft Bend Co TX MUD #128	9/1/2018	653,985	(917)	653,068
955496GC2	8/6/2015	W Ranch TX Mgmt Dist	9/1/2018	339,238	(584)	338,654
41421DRU2	3/24/2016	Harris Co TX MUD #419	9/1/2018	143,422	(628)	142,794
31331KB74	9/30/2015	FFCB	3/29/2019	505,442	(1,577)	503,865
88213ACFO	7/23/2015	TX St A&M Sys Brd	5/15/2019	523,865	(3,015)	520,850
207435MH8	6/1/2016	Conally TX Consol ISD	8/15/2019	155,699	(662)	155,037
34683CJU1	5/5/2016	Ft Bend CO TX MUD #133	9/1/2019	101,380	(188)	101,192
8827235D7	12/7/2016	TXBL Ref TX Pub Fin Auth Military	10/1/2019	264,007	(1,634)	262,373
3134GA2P8	3/2/2017	FHLMC	11/27/2019	1,198,962	264	1,199,226
414229FG8	5/5/2016	Harris Co TX MUD #500	12/19/2019	329,944	(1,607)	328,337
414935LK0	5/3/2016	Harris Co TX MUD #120	9/1/2019	396,355	904	397,259
4146PHWO	9/6/2016	Harris-Montgomery TX MUD #386	9/1/2019	350,501	1,354	351,855
038395EPO	9/6/2016	Aquilla TX Water SUD Series A	9/1/2019	210,308	(254)	210,054
038395FD6	9/6/2016	Aquilla TX Water SUD Series B	9/1/2019	165,118	(267)	164,851
34679RNB1	6/6/2017	Fort Bend Co TX MUD #23-A	9/1/2021	-	505,760	505,760
3134GBRT18	6/29/2017	FHLMC	6/29/2022	-	991,183	991,183
Total				\$ 17,237,829	\$ (161,701)	\$ 17,076,128

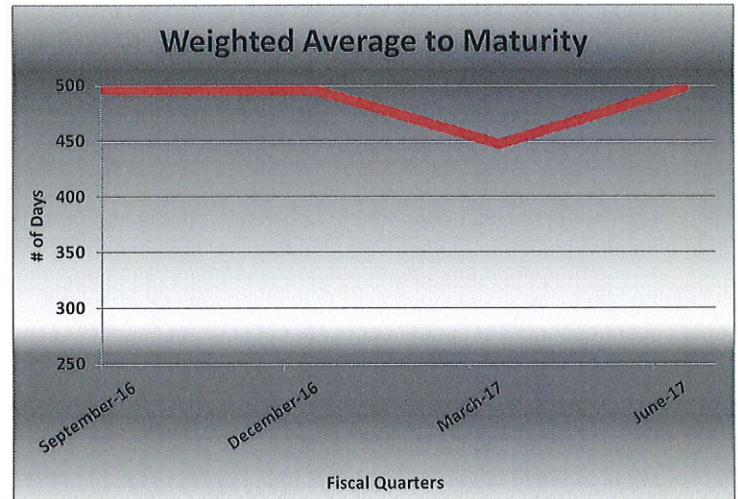
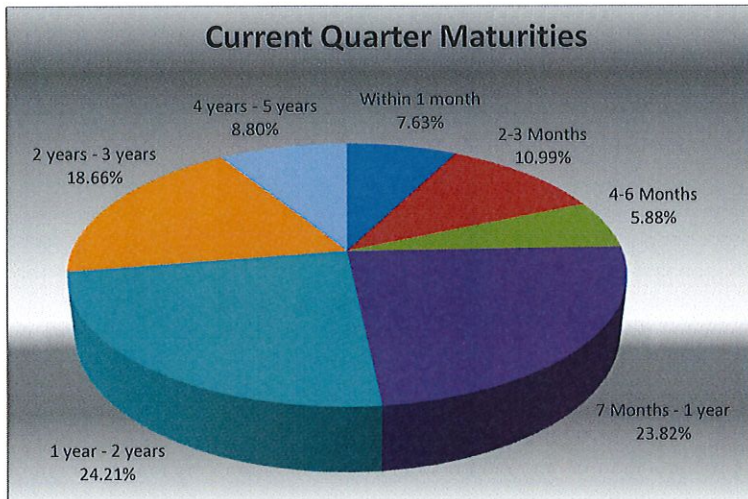
US GOV 10YR TREASURY BOND											
Trade Date	Settle Date	CUSIP	Security Description	Coupon	Maturity Date	Call Date	Par Value	Principal Amount	Interest Purchased/Received	Total Amount	YTM
<u>Maturities</u>											
	6/5/2017	TexStar	LGIP	0.78%			\$ 750,000	\$ 750,000	\$ -	\$ 750,000	0.78%
	6/19/2017	313379VE6	Federal Home Loan Bank	1.01%	6/19/2017		1,000,000	1,000,000	5,050	1,005,050	0.82%
<u>Purchases</u>											
	6/30/2017	TexStar	LGIP	0.78%			100,000	100,000	-	100,000	0.78%
	6/6/2017	34679RNB1	Fort Bend Co TX MUD #23-A	2.00%	9/1/2021		500,000	500,000	7,125	507,125	1.65%
	6/29/2017	3134GBRT18	FHLMC	2.00%	6/29/2022		1,000,000	1,000,000	-	1,000,000	2.00%
<u>Income Payments</u>											
	6/30/2017	TexPool	LGIP	0.77%			413,033		582	582	0.77%
	6/30/2017	TexStar	LGIP	0.78%			892,903		2,053	2,053	0.78%
	6/27/2017	CD 4176806687	Landmark Bank	1.13%	3/27/2018		1,000,000		2,848	2,848	1.13%
	4/13/2017	CD 4176805655	Landmark Bank	0.74%	10/13/2017		1,000,000		1,835	1,835	0.74%
	5/22/2017	CD 4176806562	Landmark Bank	1.15%	8/22/2018		1,000,000		2,804	2,804	1.15%
	4/3/2017	667489FV5	NW Harris Co TX MUD #6	2.00%	4/1/2018		210,000		2,100	2,100	1.10%
	4/3/2017	643161HB1	New Caney TX MUD	2.00%	4/1/2018		270,000		2,700	2,700	1.51%
	4/3/2017	8827235D7	TXBL Ref TX Pub Fin Auth Militar	4.00%	10/1/2019		250,000		3,167	3,167	1.64%
	5/1/2017	414911JL2	Harris Co TX MUD #119	2.00%	5/1/2018		135,000		1,350	1,350	1.10%
	5/15/2017	88213ACF0	TX St A&M Sys Brd	4.00%	5/15/2019		500,000		10,000	10,000	1.80%
	5/30/2017	3134GA2P8	Freddie Mac	1.55%	11/27/2019		1,200,000		4,650	4,650	1.55%
	6/1/2017	414229FG8	Harris Co TX MUD #500	4.00%	12/1/2019		315,000		6,300	6,300	1.75%
	6/8/2017	313379DT3	FHLB	1.25%	6/8/2018		1,000,000		6,250	6,250	0.94%
	6/22/2017	31315PZ28	Farmer Mac	1.20%	12/22/2017		1,000,000		6,000	6,000	0.82%
Total									\$ 64,814		

Cash/Investment Type	Balance 9/30/2016	Balance 12/31/2016	Balance 3/31/2017	Balance 6/30/2017	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$1,448,574	\$1,049,973	\$ 1,952,609	\$ 1,305,936	7.63%	50.00%
Certificates of Deposit	4,015,290	2,009,611	3,005,509	3,012,997	17.60%	50.00%
US Agency	5,187,142	4,517,238	5,713,963	5,710,831	33.36%	50.00%
Texas Subdivisions	6,968,336	7,119,379	6,599,972	7,089,010	41.41%	50.00%
Total	\$ 17,619,342	\$ 14,696,201	\$ 17,272,053	\$ 17,118,774	100.00%	



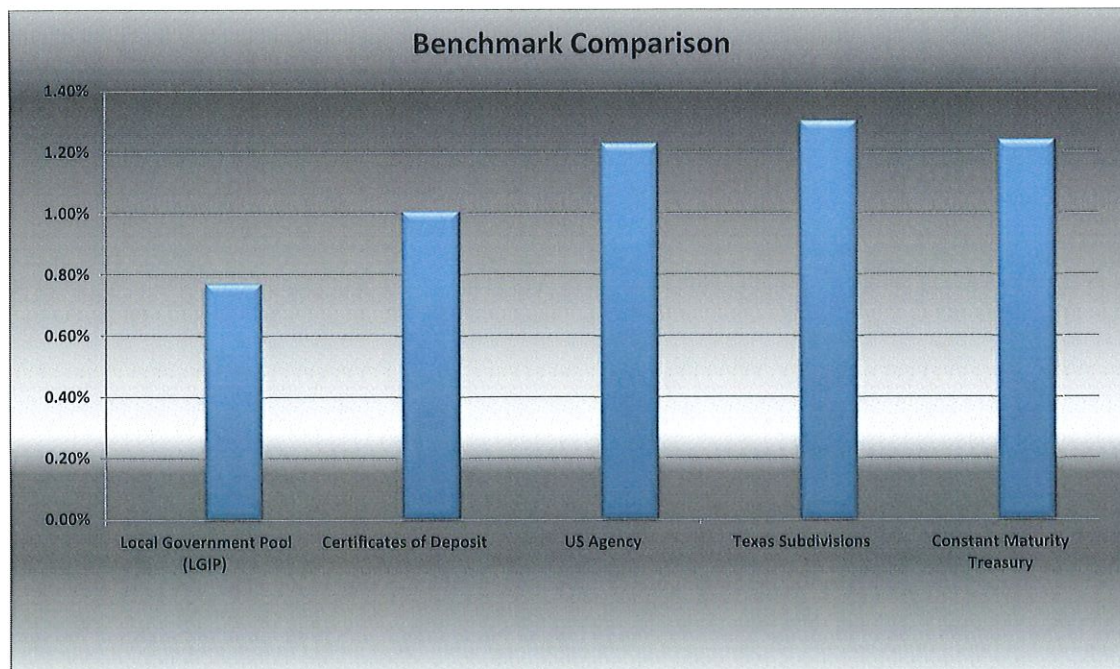
Maturity Time Frame	Balance 9/30/2016	Balance 12/31/2016	Balance 3/31/2017	Balance 6/30/2017	Percent of Portfolio
Within 1 month	\$ 3,049,317	\$ 1,049,973	\$ 1,952,609	\$ 1,305,936	7.63%
2-3 Months	503,755	1,507,519	1,000,374	1,881,737	10.99%
4-6 Months	1,508,543	1,000,794	1,884,986	1,007,345	5.88%
7 Months - 1 year	2,892,694	3,895,512	3,461,764	4,078,468	23.82%
1 year - 2 years	6,214,048	4,201,392	5,248,828	4,144,152	24.21%
2 years - 3 years	1,297,567	1,893,944	2,579,277	3,194,121	18.66%
3 years - 4 years	2,153,418	1,147,067	1,144,215	-	0.00%
4 years - 5 years	-	-	-	1,507,015	8.80%
	\$ 17,619,342	\$ 14,696,201	\$ 17,272,053	\$ 17,118,774	100.00%

Liquidity Indicator					Maximum Allowable
Weighted Average Maturity	496.46	496.17	447.31	498.00	500.00



Date Received/ Purchased	CUSIP	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
6/30/2017	Tex-Pool	TexPool		0.77%	582	-	582
6/30/2017	TexStar	TexSTAR		0.78%	2,053	-	2,053
4/13/2017	CD 4176805655	Landmark Bank	0.74%	0.74%	1,835	(242)	1,593
6/30/2017	CD 4176806562	Landmark Bank	1.15%	1.15%	2,804	(1,572)	1,232
6/27/2017	CD 4176806687	Landmark Bank	1.13%	1.13%	2,848	(2,755)	93
4/3/2017	667489FV5	NW Harris Co TX MUD #6	2.00%	1.10%	2,100	(1,507)	593
4/3/2017	643161HB1	New Caney TX MUD	2.00%	1.51%	2,700	(1,671)	1,029
4/3/2017	8827235D7	TXBL Ref TX Pub Fin Auth Milit	4.00%	1.64%	3,167	(2,101)	1,066
5/1/2017	414911JL2	Harris Co TX MUD #119	2.00%	1.10%	1,350	(1,096)	254
5/15/2017	88213ACF0	TX St A&M Sys Brd	4.00%	1.80%	10,000	(7,637)	2,363
5/30/2017	3134GA2P8	Freddie Mac	1.55%	1.55%	4,650	(3,100)	1,550
6/1/2017	414229FG8	Harris Co TX MUD #500	4.00%	1.75%	6,300	(5,793)	507
6/8/2017	313379DT3	FHLB	1.25%	0.94%	6,250	(5,673)	577
6/22/2017	31315PZ28	Farmer Mac	1.20%	0.82%	6,000	(5,816)	184
6/6/2017	34679RNB1	Fort Bend Co TX MUD #23-A	2.00%	1.65%	7,125	(6,292)	833
6/19/2017	313379VE6	Federal Home Loan Bank	1.01%	0.82%	5,050	(3,201)	1,849
6/30/2017	82620YFZ1	Sienna Plantation MUD	2.00%	1.73%	-	1,365	1,365
6/30/2017	3468CDA4	Ft. Bend Co TX MUD #128	2.00%	1.35%	-	2,225	2,225
6/30/2017	954496GC2	W Ranch TX Mgmt Dist	1.65%	1.45%	-	1,238	1,238
6/30/2017	3468PAW6	Ft Bend Co TX MUD # 137	3.00%	0.96%	-	744	744
6/30/2017	41421DRU2	Harris Co TX MUD #419	3.00%	1.15%	-	416	416
6/30/2017	038395EP0	Aquilla TX Water SUD Series A	3.25%	1.20%	-	631	631
6/30/2017	038395FD6	Aquilla TX Water SUD Series B	3.25%	1.45%	-	605	605
6/30/2017	232425NBO	CY-Champ TX PUD	2.00%	0.90%	-	514	514
6/30/2017	41456PHW0	Harris Cnty TX MUD#386	2.00%	1.20%	-	1,072	1,072
6/30/2017	31331KB74	FFCB	1.88%	1.12%	-	1,461	1,461
6/30/2017	207435MH8	Conally TX Consol ISD	3.00%	0.96%	-	376	376
6/30/2017	3130AOWJ5	FHLB	1.02%	0.95%	-	2,405	2,405
6/30/2017	67381PKE1	Oakmont TX PUD	2.00%	1.33%	-	743	743
6/30/2017	97000PHG8	William Co TX MUD# 10	2.00%	0.90%	-	240	240
6/30/2017	887127TM0	Timberline TX UD	2.00%	0.90%	-	1,090	1,090
6/30/2017	41421GFW4	Harris Co TX MUD # 468	2.00%	1.28%	-	2,405	2,405
6/30/2017	414935LK0	Harris Co MUD #120	2.00%	1.49%	-	1,469	1,469
6/30/2017	34683CJU1	Ft Bend Co TX MUD #133	2.00%	1.15%	-	293	293
6/30/2017	667489FV5	NW Harris Co TX MUD #6	2.00%	1.10%	-	593	593

\$ 64,814 \$ (29,457) \$ 35,357



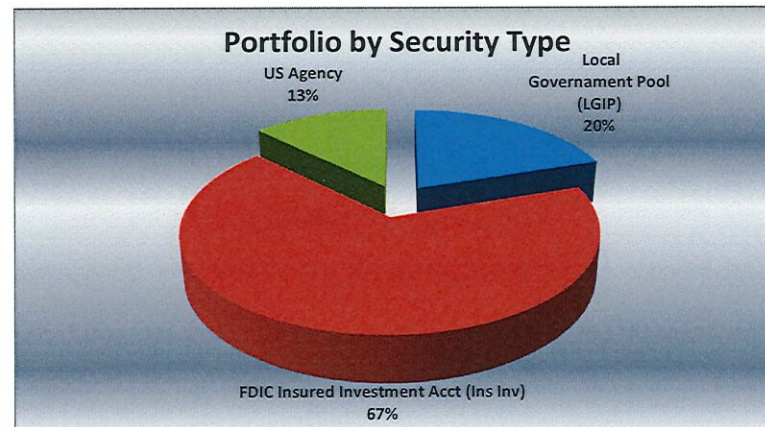
CITY OF SHERMAN, TEXAS
DEBT PROCEEDS PORTFOLIO SUMMARY
For the Quarter Ending June 30, 2017

Total Portfolio Summary			
	Current Quarter 6/30/17	Prior Quarter 3/31/2017	Change From Prior Qtr
Book Value	\$ 23,549,701	\$ 25,238,968	\$ (1,689,267)
Market Value	\$ 23,544,468	\$ 25,239,483	\$ (1,695,015)
Weighted Average Maturity - Days	68	1	67
Weighted Average Yield	0.86%	0.57%	0.29%
Earned Income	\$ 51,526	\$ 13,300	\$ 38,226
Earned Income - Year-to-Date	\$ 73,602	\$ 22,076	\$ 51,526

This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of June 30, 2017, the City of Sherman's debt proceeds portfolio had a book value of about \$23.5 million, which approximates the market value. During the current quarter, US Agency Securities were purchased (\$3.0 million) reducing the Insured Investment Accounts, interest income of \$52 thousand was added and approximately \$1.72 million was drawn down for project payments.

The weighted average yield on the portfolio was 0.86%, 2 basis points above the 4-week Constant Maturity Treasury Index of 0.84% and 29 basis points above the previous quarter.



Mary Lawrence

Mary Lawrence, Finance Director and City of Sherman Investment Officer

Tammy Davis

Tammy Davis, Controller and City of Sherman Investment Officer

Name/CUSIP	Debt Issuance	Settlement Date	Security Type	Security Description	Maturity Date	Credit Rating	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
TexPool	2016 Tax Notes		LGIP	Texpool	7/1/2017	AAAm	\$ 681,749	100.00	\$ 1,630,668	\$ 681,749	100.01	\$ 681,804	1	0.79%
TexPool	2016 CO's		LGIP	Texpool	7/1/2017	AAAm	4,044,293	100.00	6,438,702	4,044,293	100.01	4,044,617	1	0.79%
Anova	2017 CO's		Ins Inv	Anova	7/1/2017		15,825,077	100.00	15,825,077	15,825,077	100.00	15,825,077	1	0.82%
3133EGW84	2017 CO's	4/21/17	US Agency Bullet	FFCB	12/19/2018	Aaa	3,000,000	99.95	2,998,397	2,998,582	99.81	2,992,971	537	1.20%
Total							\$ 23,551,119	\$	26,892,844	\$ 23,549,701	\$	23,544,468		



CITY OF SHERMAN, TX
Market Value Summary
AS of 6/30/2017

CUSIP	Security Type / Description	Maturity Date	Market Value 03/31/2017	Change in Market Value	Market Value 6/30/2017
TexPool Tax Notes	Texpool		\$ 1,298,012	\$ (616,208)	\$ 681,804
TexPool Cert of Obligation	Texpool		5,139,550	(1,094,933)	4,044,617
Anova	Anova		18,801,921	(2,976,844)	15,825,077
3133EGW84	FFCB	12/19/2018	-	2,992,971	2,992,971
Total			\$ 25,239,483	\$ (1,695,015)	\$ 23,544,468

Settle Date	Name	Security Description	Coupon	Maturity Date	Par Value	Price	Principal Amount	Interest Purchased / Received	Total Amount	YTM
<u>Project Payments</u>										
4/24/2017	TexPool Tax & Rev CO	LGIP			\$ 545,969		\$ 545,969	\$ -	\$ 545,969	
4/24/2017	TexPool Tax Notes	LGIP			241,572		241,572		241,572	
5/25/2017	TexPool Tax Notes	LGIP			224,856		224,856		224,856	
5/25/2017	TexPool Tax & Rev CO	LGIP			268,240		268,240		268,240	
6/16/2017	TexPool Tax Notes	LGIP			151,657		151,657		151,657	
6/16/2017	TexPool Tax & Rev CO	LGIP			165,203		165,203		165,203	
6/29/2017	TexPool Tax & Rev CO	LGIP			124,395		124,395		124,395	
<u>Purchases</u>										
4/21/2017	FFCB	3133EGW84	1.20%	12/19/2018	3,000,000	99.95	2,998,397	18,000	3,016,397	1.20%
<u>Withdrawals</u>										
4/21/2017	Anova	Anova			3,010,597		3,010,597		3,010,597	
<u>Income Payments</u>										
4/28/2017	TexPool Tax Notes	LGIP	0.712%		1,629,278		1,629,278	726	726	0.712%
4/28/2017	TexPool Tax & Rev CO	LGIP	0.712%		6,907,776		6,907,776	2,931	2,931	0.712%
4/25/2017	2017 CO-Anova	Ins Inv	0.800%		15,825,077		15,825,077	11,275	11,275	0.800%
5/31/2017	TexPool Tax & Rev CO	LGIP	0.769%		7,040,448		7,040,448	2,961	1,146	0.457%
5/31/2017	TexPool Tax Notes	LGIP	0.769%		1,629,811		1,629,811	656	656	0.769%
5/31/2017	2017 CO-Anova	Ins Inv	0.800%		15,825,077		15,825,077	11,430	11,430	0.800%
6/30/2017	TexPool Tax & Rev CO	LGIP	0.882%		6,910,039		6,910,039	3,069	3,069	0.882%
6/30/2017	TexPool Tax Notes	LGIP	0.882%		1,630,444		1,630,444	545	545	0.882%
6/30/2017	2017 CO-Anova	Ins Inv	0.850%		15,825,077		15,825,077	11,048	11,048	0.850%
Total							\$	62,641		



CITY OF SHERMAN, TX
Comparison by Type
AS of 6/30/2017

Cash / Investment Type	Balance 9/30/2016	Balance 12/31/2016	Balance 3/31/2017	Balance 6/30/2017	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$ 8,534,279	\$ 8,069,370	\$ 6,437,047	\$ 4,726,042	20.07%	100.00%
FDIC Insured Investment (Ins Inv)	-	-	18,801,921	15,825,077	67.20%	100.00%
US Agency Bullet	-	-	-	2,998,582	12.73%	100.00%
Total	\$ 8,534,279	\$ 8,069,370	\$ 25,238,968	\$ 23,549,701	100.00%	



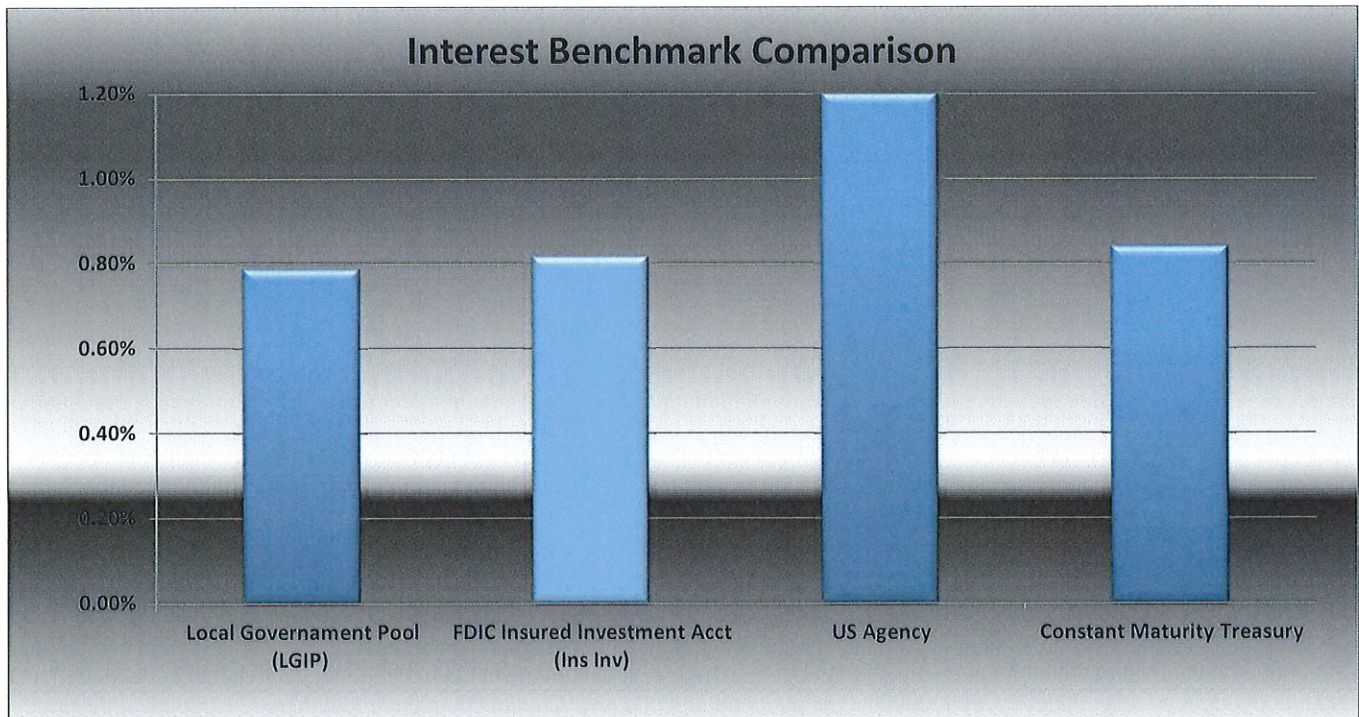
CITY OF SHERMAN, TX
Portfolio by Maturity
AS of 6/30/2017

Maturity Time Frame		Balance 9/30/2016		Balance 12/31/2016		Balance 3/31/2017		Balance 6/30/2017	Percent of Portfolio	Minimum Allowable
Within 1 month	\$	8,543,279	\$	8,069,370	\$	25,238,968		\$20,551,119	87.27%	100.00%
1 year - 2 years		-		-		-		2,998,582	12.73%	100.00%
	\$	8,543,279	\$	8,069,370	\$	25,238,968	\$	23,549,701		

Liquidity Indicator

Weighted Average Maturity	1.00	1.00	1.00	68.38
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Date Received/ Purchased	Name	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
4/21/2017	3133EGW84	FFCB	1.20%	1.20%	\$ 18,000	(11,115)	\$ 6,885
4/28/2017	TexPool Tax Notes	LGIP		0.71%	726	-	726
4/28/2017	TexPool Tax & Rev CO	LGIP		0.71%	2,931	-	2,931
4/28/2017	2017 CO-Anova	Insured Investment		0.80%	11,275	-	11,275
5/31/2017	TexPool Tax Notes	LGIP		0.77%	656	-	656
5/31/2017	TexPool Tax & Rev CO	LGIP		0.77%	2,961	-	2,961
5/31/2017	2017 CO-Anova	Insured Investment		0.80%	11,430	-	11,430
6/30/2017	TexPool Tax Notes	LGIP		0.88%	545	-	545
6/30/2017	TexPool Tax & Rev CO	LGIP		0.88%	3,069	-	3,069
6/30/2017	2017 CO-Anova	Insured Investment		0.85%	11,048	-	11,048
					\$ 62,641	\$ (11,115)	\$ 51,526





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.4.

Meeting Date: 07/17/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of SCR 1 Addition, being a Replat of a part of Lot 8, Block 23 and a part of Lot 4, Block 24, and part of the Former Hester Street Right-of-Way between Blocks 23 & 24, B.H. Moore Heirs Addition, being 0.5722 acres in the Samuel Blagg Survey, Abstract No. 56 and being the South 87.5 feet of Lot 8, Block 23 and the North 100 feet of Lot 4, Block 24 of the B.H. Moore Heirs Addition; Sherman Collision Repair, LLC, Owners; and Sartin & Associates, Inc., Surveyor (1330 and 1402 South Austin Street)

Issue:

To consider Replat approval of SCR 1 Addition, being a Replat of a part of Lot 8, Block 23 and a part of Lot 4, Block 24, and part of the former Hester Street right-of-way between Blocks 23 & 24, B.H. Moore Heirs Addition, being 0.5722 acres in the Samuel Blagg Survey, Abstract No. 56 and being the south 87.5 feet of Lot 8, Block 23 and the north 100 feet of Lot 4, Block 24 of the B.H. Moore Heirs Addition, located at 1330 and 1402 South Austin Street

Background:

The property is located at 1330 and 1402 South Austin Street, between Olive and Dulin Streets. The property is zoned an R-1 (One Family Residential) District and is also located in the O-1.2 (Sam Rayburn) Overlay District. The owners would like to replat two lots and part of the former Hester Street right-of-way into two lots for commercial development.

Origination:

Sherman Collision Repair, LLC (Owners)
Sartin & Associates, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 20, 2017 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter

P&Z Communication



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

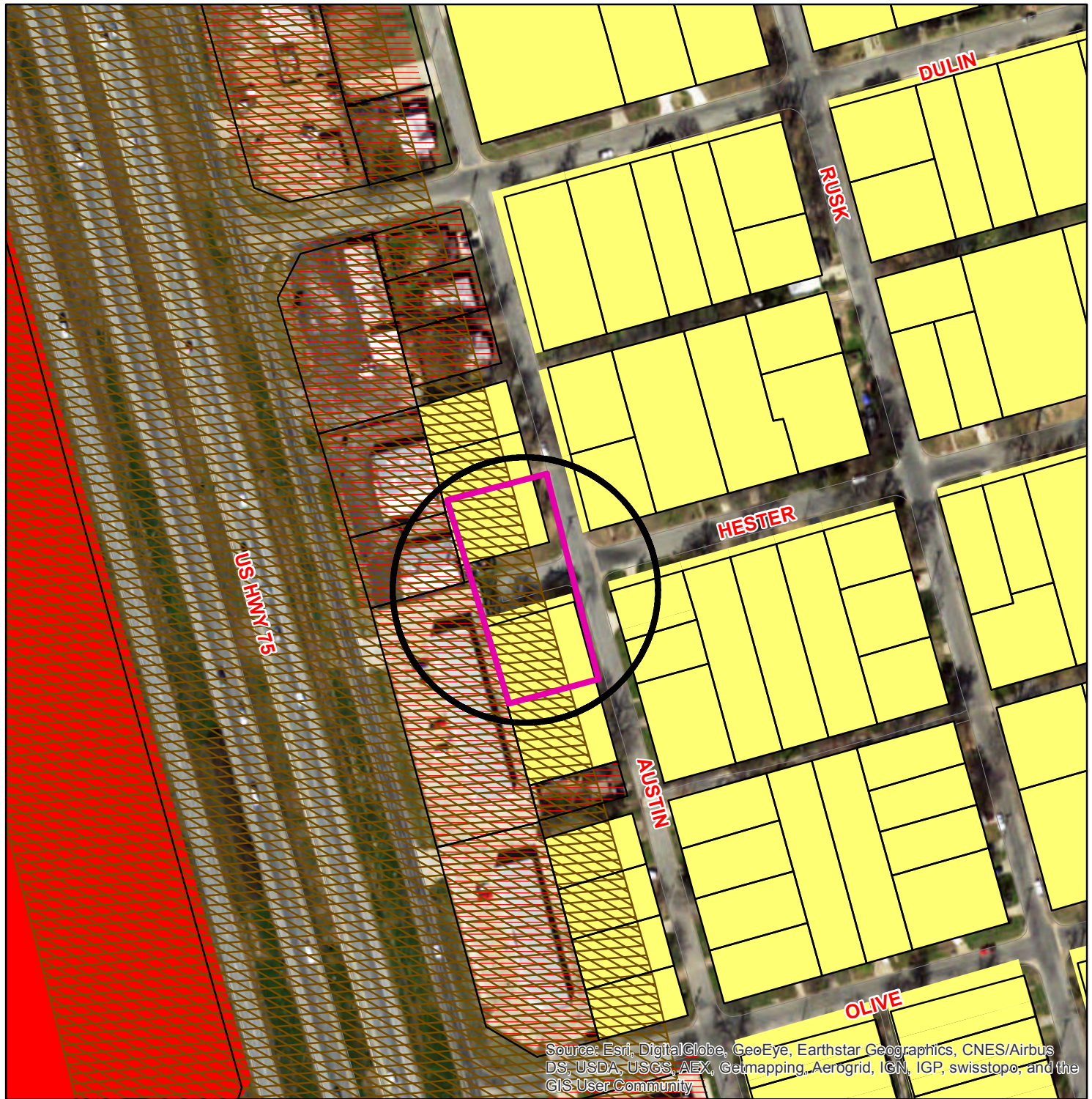


1330 S. Austin SCR Addition



1 in = 500 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 1330 S. Austin (SCR 1 Addition)

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691
- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 161 ft

1330 S. Austin

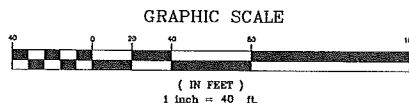


**Samuel Blagg Survey
Abstract No. 56**

Sherman Collision Repair, LLC
3558 Evans Street (East Side)
Vol. 4731, Pg. 524, O.P.R.C.T.

Lot One
Block One
Nata Crossing
City of Sherman, Texas
Vol. 18, Pg. 3, P.R.C.T.

B.H. Moore Heirs Addition
City of Sherman, Texas
Vol. "O", Pg. 405
District Clerk Records, O.C.T.



SCR 1 Addition

(being a replat of a part of Lot 8, Block 23 and a part of Lot 4,
Block 24 and that part of the former Hester Street right-of-way
between Blocks 23 & 24, B.H. Moore Heirs Addition)

to the
City of Sherman, Texas
0.5722 ac.
in the
Samuel Blagg Survey
Abstract No. 56

Notes:

1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service to be provided by Onco Electrical Delivery Company.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0405F, Revised Date: September 29, 2010.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

SARTIN & ASSOCIATES, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
FIRM Headquarters - #10081100
109 S. Travis Street • Sherman, TX 75090
Phone: (940)993-8903 • Fax: (940)993-2970 • Email: sartin@surveying@gmail.com

Owner:
Sherman Collision Repair, LLC
1317 S. Sam Rayburn Frwy.
Sherman, TX 75090
Project #17SC1202

**Vicinity Map
(not to scale)**



Sheet 1 of 1

STAFF REVIEW LETTER

June 12, 2017

Sherman Collision Repair, LLC
1317 S. Sam Rayburn Frwy.
Sherman, TX 75090

Sartin & Associates, Inc.
109 S. Travis Street
Sherman, TX 75090

Dear Applicants,

The request for approval of the Plat of SCR 1 Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, June 20, 2017 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on the plat.
5. Add Hester Street Abandonment to Ordinance No. 5910 info blurb.
6. Per City Ordinance No. 5910, Abandoned portion of Hester Street to remain a utility easement.
7. Remove fencing from plat.
8. Detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
9. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
10. 2 Mylars must be submitted in 24"x36" size for recording. 1 mylar must be split to be 2-12"x18" pages per Grayson County requirements. 1 page must have the legal description and the other page must have the image. Both mylars must look the same with the exception of the split line down the middle. Both split pages must include the Subdivision Name block. Submit digital image to the Engineering department for approval prior to printing mylars.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Steve Ayers, Dir. Of Community and Support Services

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Assistant City Manager



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

Agenda Item No. 11.

Meeting Date: 06/20/2017

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

Clay Mahone, Chairman

Kyle Patterson, Vice-Chairman

Joe Gilbert, Commissioner

Eric Elliott, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

*** 1330 & 1402 S. AUSTIN STREET**

The request of Sherman Collision Repair, LLC (Owners) and Sartin & Associates, Inc. (Surveyor) concerning the property at 1330 and 1402 South Austin Street, being 0.5722 acres in the Samuel Blagg Survey, Abstract No. 56 and being the south 87.5 feet of Lot 8, Block 23 and the north 100 feet of Lot 4, Block 24 of the B.H. Moore Heirs Addition, as follows;

Planning and Zoning Commission

Replat approval of SCR 1 Addition, being a Replat of a part of Lot 8, Block 23 and a part of Lot 4, Block 24 and part of the former Hester Street right-of-way between Blocks 23 & 24, B.H. Moore Heirs Addition.

Background:

The property is located at 1330 and 1402 South Austin Street between Olive and Dulin Streets. The property is zoned an R-1 (One Family Residential) District and also located in the O-1.2 (Sam Rayburn) Overlay District. The owner would like to replat two lots and part of the former Hester Street right-of-way into two lots for commercial development

Adjacent Zoning:

R-1 (One Family Residential) District

C-2 (General Commercial) District

Origination:

Sherman Collision Repair, LLC (Owners)

Sartin & Associates, Inc. (Surveyor)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

202

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.5.

Meeting Date: 07/17/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of Lots 13 & 14, Preston Club, The Classics, Phase Two, being 0.436 acres in the Daniel Bickenback Survey, Abstract No. 128 and being all of Lots 13 and 14 of Preston Club, The Classics, Phase Two; Rossi Realty, LLC and Michael Stanley, Owners; and Helvey-Wagner Surveying, Surveyor (5012 and 5016 Eagle Ridge Trail, formerly 129 and 141 Eagle Ridge Trail)

Issue:

To consider Replat approval of Lots 13 & 14, Preston Club, The Classics, Phase Two, being 0.436 acres in the Daniel Bickenback Survey, Abstract No. 128 and being all of Lots 13 and 14 of Preston Club, The Classics, Phase Two, located at 5012 and 5016 Eagle Ridge Trail (formerly 129 and 141 Eagle Ridge Trail)

Background:

The property is located at 5012 and 5016 Eagle Ridge Trail (formerly 129 and 141 Eagle Ridge Trail) in the Preston Club housing addition that was recently annexed into the City of Sherman. The owners would like to replat the property by moving the lots lines on two lots.

Origination:

Rossi Realty, LLC and Michael Stanley (Owners)
Helvey-Wagner Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

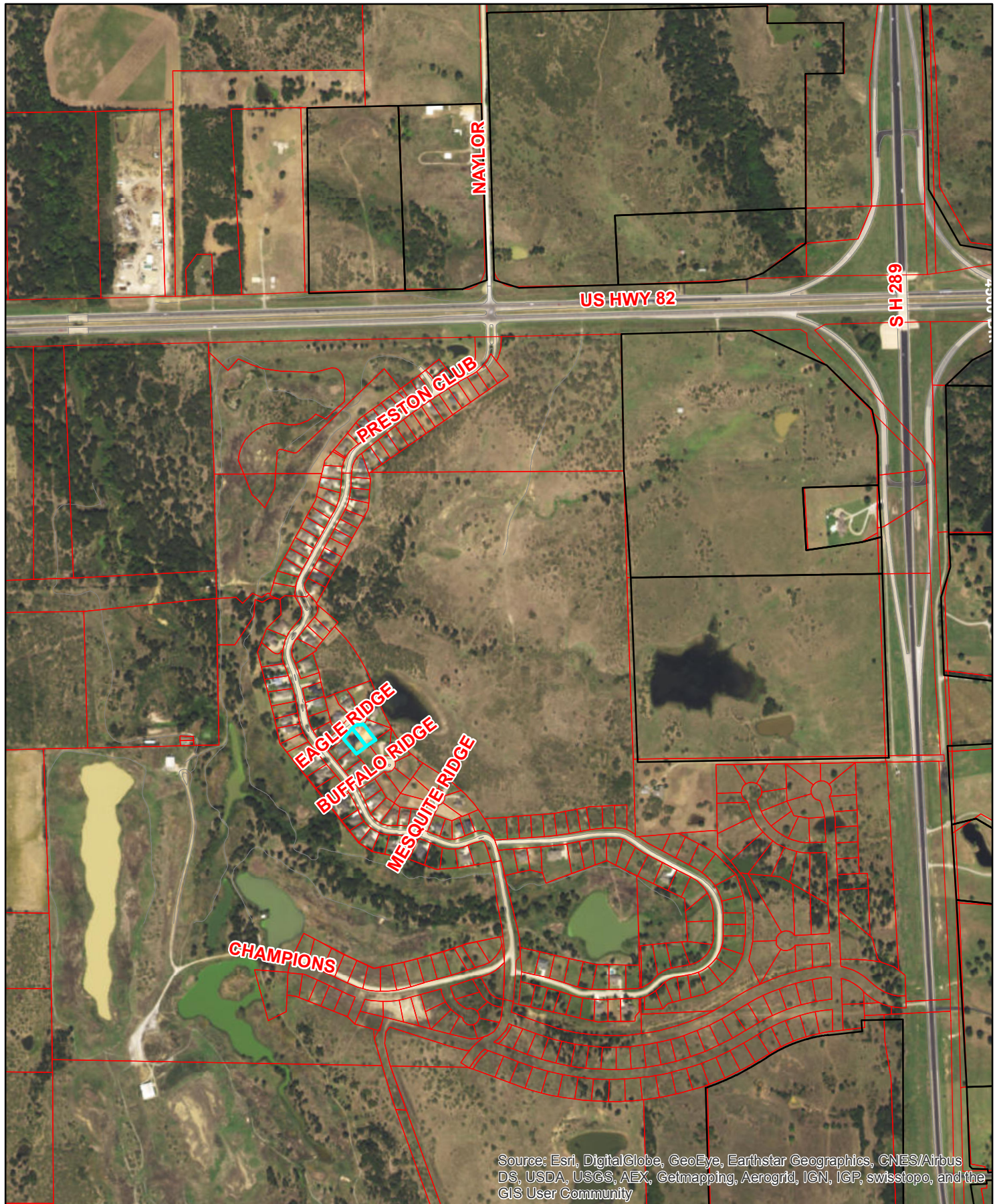
At the June 20, 2017 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter
P&Z Communication



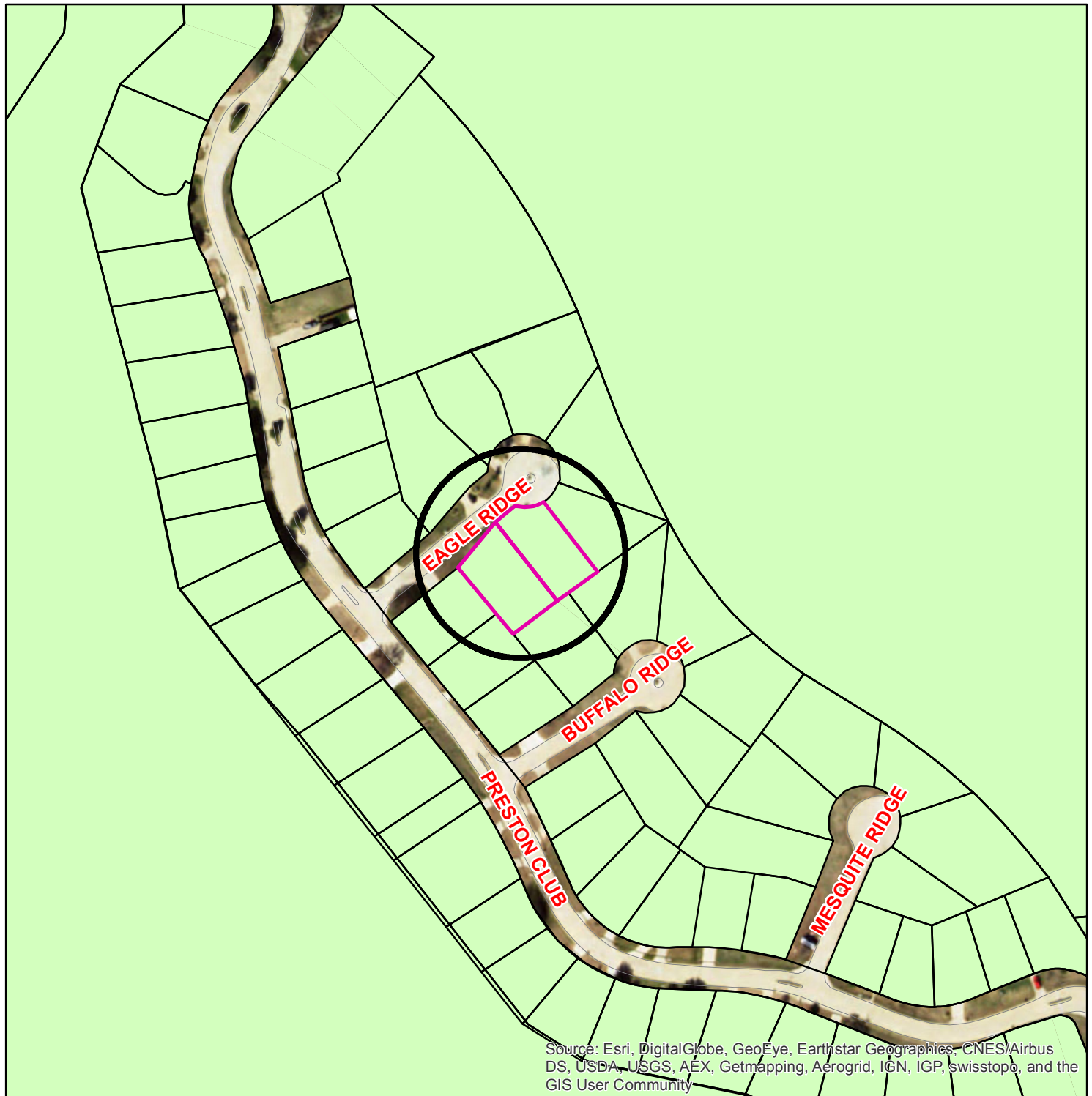
Sherman
CLASSIC TOWN. BROAD HORIZON.

5012 & 5016 Eagle Ridge Trail Replat Lots 13 & 14, Preston Club, The Classics, Phase 2



1 in = 775 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 5012 & 5016 Eagle Ridge Trail (Formerly 129 & 141)

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691
- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District



City of Sherman, Texas
Developmental Services Department



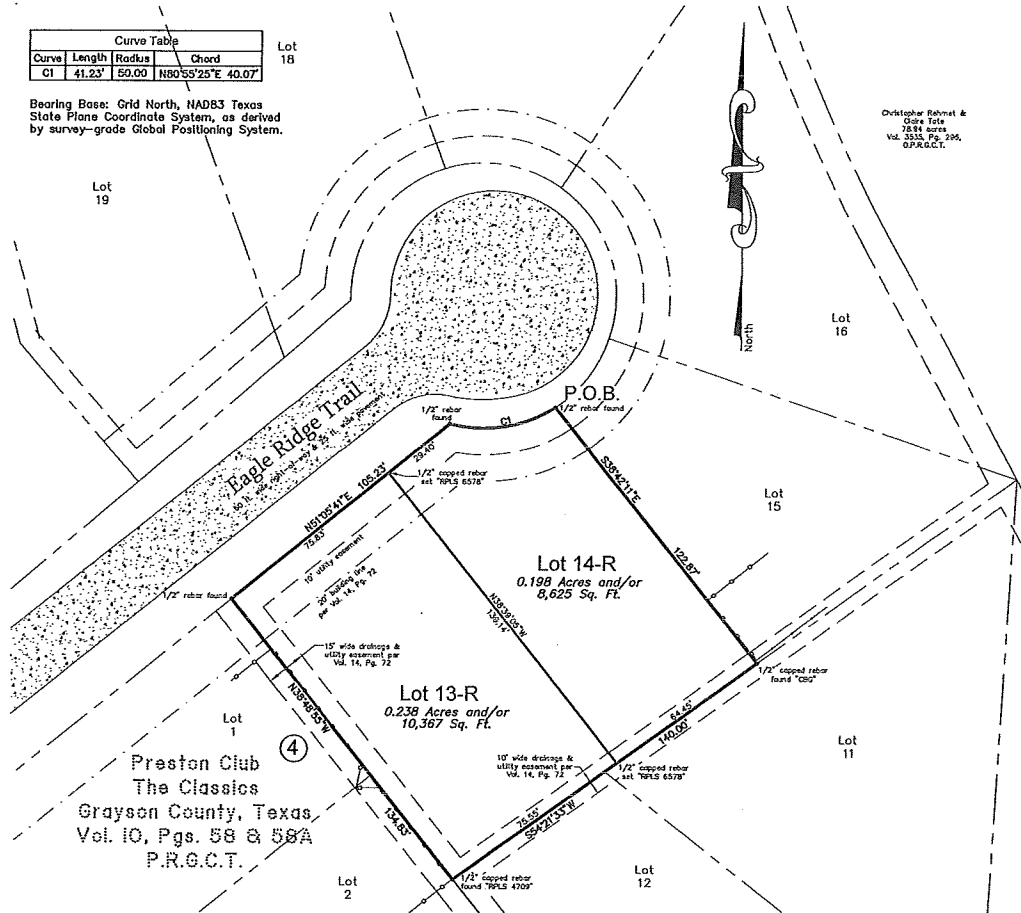
1 in = 194 ft

5012 & 5016 Eagle Ridge Trail



Curve Table			
Curve	Length	Radius	Chord
C1	41.23'	50.00'	N80°55'25"E 40.07'

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



Replat of Lots 13 & 14 Preston Club, The Classics, Phase Two to Grayson County, Texas 0.436 Acres in the Daniel Bickenbach Survey Abstract No. 128

General Notes:

1. Water Supply to be provided by Water provider.
2. Sewer service to be provided by Sewer provider.
3. Electrical service is provided by Oncor Electric Delivery Company.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. Grayson County will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat herein lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 4818100275 F, Revised Date September 29, 2010.
8. Neither Grayson County nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Owners:
Rossi Realty, LLC
6912 Branch Trail
Frisco, Texas 75035

Michael Stanley
129 Eagle Ridge Trail
Sherman, Texas 75092

GRAPHIC SCALE



PROJECT # 17SC2305

SARTIN & ASSOCIATES, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS

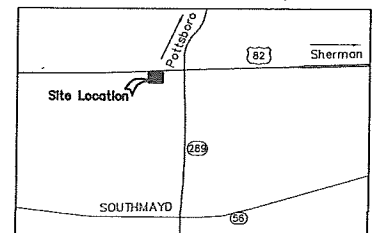
FIRM Headquarters - #10081100

100 S Travis • P.O. Box 1843 Sherman, TX 75091

Phone: (903)992-8003 • Fax: (903)668-2970 • Email: sartin@surveying@gmail.com

S:\Land Projects R2\Lots-13-14-Preston-Club- Classics-Phase-2\Topo.dwg Layout: Plat Plot Date May 25 17 Time: 1:14 PM

Site Location (not to scale)



STAFF REVIEW LETTER

June 12, 2017

Rossi Realty, LLC
6912 Branch Trail
Frisco, TX 75035

Michael Stanley
5016 Eagle Ridge Trail
Sherman, TX 75092

Sartin & Associates, Inc.
109 S. Travis Street
Sherman, TX 75090

Dear Applicants,

The request for approval of the Replat of Lots 13 & 14, Preston Club, The Classics, Phase Two has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, June 20, 2017 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. New drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on plat.
5. Show previous lot lines.
6. Show ownership on subject properties.
7. Show new street address for Lot 13-R on ownership block.
8. Remove building lines from Replat.
9. General Notes section should indicate property is within City of Sherman and show utility providers.
10. Metes and bounds calls must match drawing calls.
11. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning and Zoning Commission.
12. 2 Mylars must be submitted in 24"x36" size for recording. 1 mylar must be split to be 2-12"x18" pages per Grayson County requirements. 1 page must have the legal description and the other page must have the image. Both mylars must look the same with the exception of the split line down the middle. Both split pages must include the Subdivision Name block. Submit digital image to the Engineering department for approval prior to printing mylars.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Steve Ayers, Dir. Of Community and Support Services

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Assistant City Manager



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

Agenda Item No. 13.

Meeting Date: 06/20/2017

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

Clay Mahone, Chairman

Kyle Patterson, Vice-Chairman

Joe Gilbert, Commissioner

Eric Elliott, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

*** 5012 & 5016 EAGLE RIDGE TRAIL (FORMERLY 129 & 141 EAGLE RIDGE TRAIL)**

The request of Rossi Realty, LLC and Michael Stanley (Owners) and Helvey-Wagner Surveying (Surveyor) concerning the property at 5012 and 5016 Eagle Ridge Trail (formerly 129 and 141 Eagle Ridge Trail), being 0.436 acres in the Daniel Bickenback Survey, Abstract No. 128 and being all of Lots 13 and 14 of Preston Club, The Classics, Phase Two, as follows;

Planning and Zoning Commission

Replat approval of Lots 13 & 14, Preston Club, The Classics, Phase Two.

Background:

The property is located at 5012 and 5016 Eagle Ridge Trail (formerly 129 and 141 Eagle Ridge Trail) in the Preston Club housing addition that was recently annexed into the City of Sherman. The owners would like to replat the property by moving the lots lines on two lots.

Adjacent Zoning:

R-A (Single Family Agricultural) District

Origination:

Rossi Realty, LLC and Michael Stanley (Owners)
Helvey-Wagner Surveying (Surveyor)

Master Plan Designation:

Was not included in the Master Plan; annexed May 22, 2017

Number of notices mailed:

16

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.6.

Meeting Date: 07/17/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of Lots 11, 12, & 13, Block 11, Preston Club, The Legends Subdivision, Phase One, being 0.459 acres in the McMullen & McGloin Survey, Abstract No. 762 and the Daniel Bickenback Survey, Abstract No. 128, and being a Replat of Lots 11, 12 and 13, Block 11 of Preston Club, The Legends Subdivision, Phase One; Rossi Realty, LLC and Christopher and Amy Swindell, Owners; and Helvey-Wagner Surveying, Surveyor (3218, 3222 and 3226 Preston Club Drive, formerly 218, 220 and 222 Preston Club Drive)

Issue:

To consider Replat approval of Lots 11, 12, & 13, Block 11, Preston Club, The Legends Subdivision, Phase One, being 0.459 acres in the McMullen & McGloin Survey, Abstract No. 762 and the Daniel Bickenback Survey, Abstract No. 128, and being a Replat of Lots 11, 12 and 13, Block 11 of Preston Club, The Legends Subdivision, Phase One, located at 3218, 3222 and 3226 Preston Club Drive (formerly 218, 220 and 222 Preston Club Drive)

Background:

The property is located at 3218, 3222 and 3226 Preston Club Drive (formerly 218, 220 and 222 Preston Club Drive) in the Preston Club housing addition that was recently annexed into the City of Sherman on May 22, 2017. The owners would like to replat three lots into two lots.

Origination:

Rossi Realty, LLC and Christopher and Amy Swindell (Owners)
Helvey-Wagner Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 20, 2017 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map

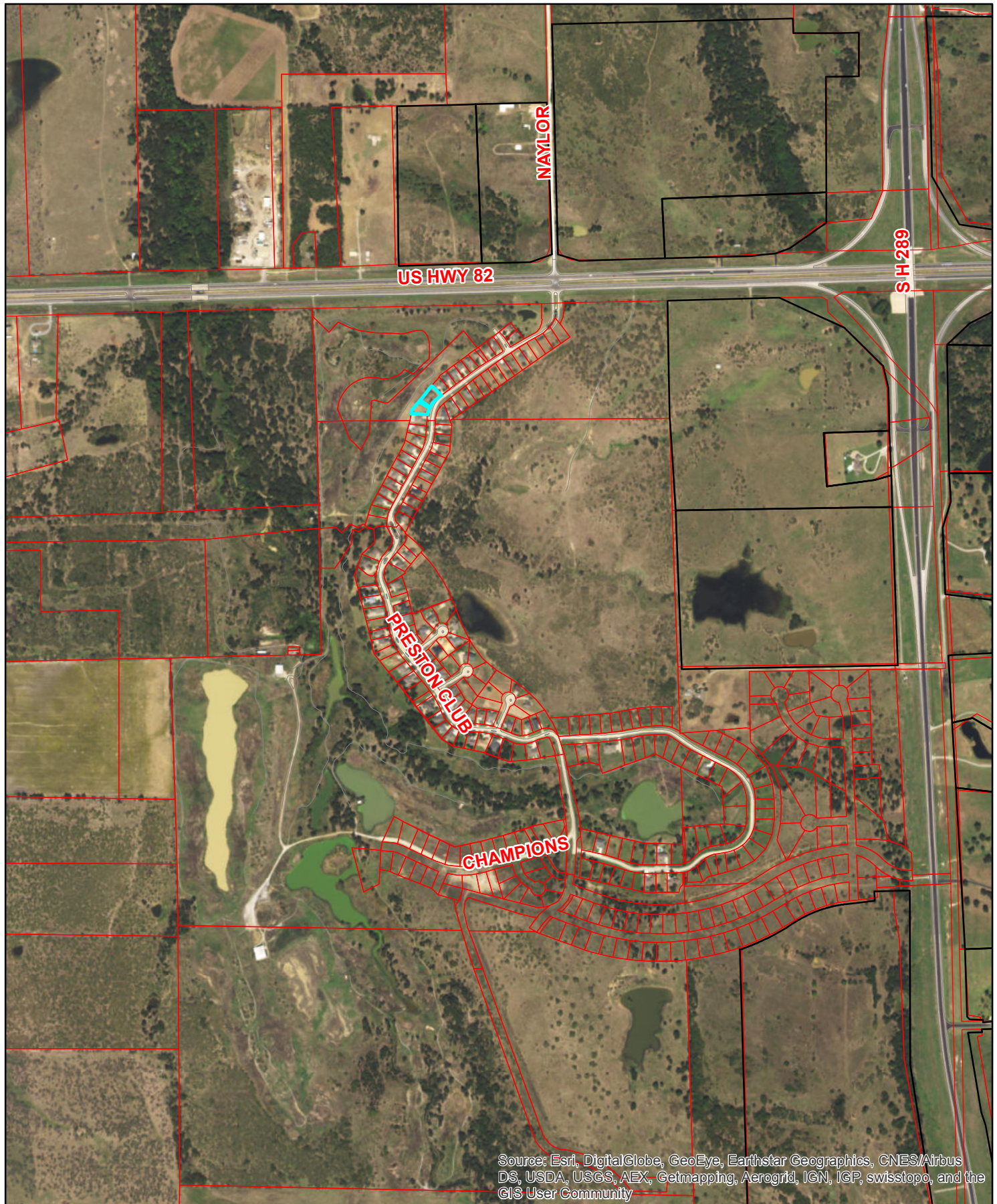
Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter

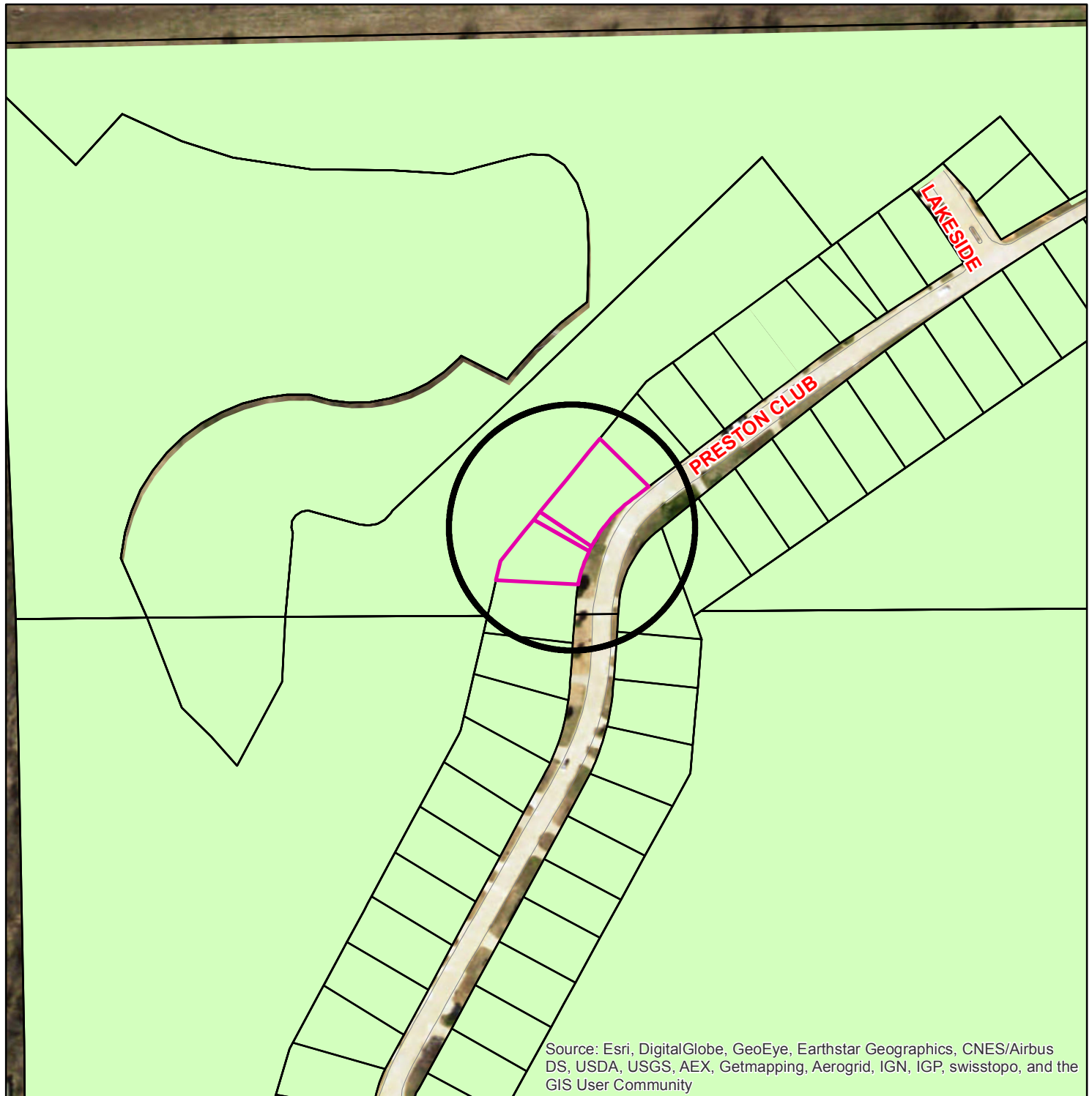
P&Z Communication



**3218, 3222 & 3226 Preston Club Drive
Replat Lots 11, 12 & 13, Preston Club,
The Legends, Phase 1**



1 in = 900 ft



Zoning - 3218, 3222 & 3226 Preston Club Drive (Formerly 218, 220 & 222)

Legend

Special Districts Overlay

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

Transportation Corridor

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

Zoning Districts

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 194 ft

3218, 3222 & 3226 Preston Club Drive



STAFF REVIEW LETTER

June 12, 2017

Rossi Realty, LLC
6912 Branch Trail
Frisco, TX 75035

Adam and Breann Chapman
3226 Preston Club Drive
Sherman, TX 75092

Sartin & Associates, Inc.
109 S. Travis Street
Sherman, TX 75090

Dear Applicants,

The request for approval of the Replat of Lots 11-13, Blk. 11, Preston Club, The Legends, Phase One has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, June 20, 2017 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. New drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on plat.
5. Show previous lot lines.
6. Show ownership on subject properties.
7. Show new street address on ownership blocks.
8. Current owners need to be included on plat – Adam & Breann Chapman own 218 Preston Club Drive since April. (Vol. 5990, Pg. 307 OPRGCT)
9. Remove building line from Replat.
10. General Notes section should indicate property is within City of Sherman and show utility providers.
11. Metes and bounds calls must match drawing calls.
12. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning and Zoning Commission.
13. 2 Mylars must be submitted in 24"x36" size for recording. 1 mylar must be split to be 2-12"x18" pages per Grayson County requirements. 1 page must have the legal description and the other page must have the image. Both mylars must look the same with the

exception of the split line down the middle. Both split pages must include the Subdivision Name block. Submit digital image to the Engineering department for approval prior to printing mylars.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Steve Ayers, Dir. Of Community and Support Services

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Assistant City Manager



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

Agenda Item No. 14.

Meeting Date: 06/20/2017

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

Clay Mahone, Chairman

Kyle Patterson, Vice-Chairman

Joe Gilbert, Commissioner

Eric Elliott, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

*** 3218, 3222 & 3226 PRESTON CLUB DRIVE (FORMERLY 218, 220 & 222 PRESTON CLUB DRIVE)**

The request of Rossi Realty, LLC and Christopher & Amy Swindell (Owners) and Helvey-Wagner Surveying (Surveyor) concerning the property at 3218, 3222 and 3226 Preston Club Drive (formerly 218, 220 & 222 Preston Club Drive), being 0.459 acres in the McMullen & McGloin Survey, Abstract No. 762 and the Daniel Bickenback Survey, Abstract No. 128 and being a Replat of Lots 11, 12 and 13, Block 11 of Preston Club, The Legends Subdivision, Phase One, as follows;

Planning and Zoning Commission

Replat approval of Lots 11, 12, & 13, Block 11, Preston Club, The Legends Subdivision, Phase One.

Background:

The property is located at 3218, 3222 and 3226 Preston Club Drive (formerly 218, 220 and 222 Preston Club Drive) in the Preston Club housing addition that was recently annexed into the City of Sherman on May 22, 2017. The owners would like to replat three lots into two lots.

Adjacent Zoning:

R-A (Single Family Agricultural) District

Origination:

Rossi Realty, LLC and Christopher & Amy Swindell (Owners)
Helvey-Wagner Surveying (Surveyor)

Master Plan Designation:

Was not included in the Master Plan; annexed May 22, 2017

Number of notices mailed:

30

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.7.

Meeting Date: 07/17/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of Lot 2, Ameristate Plaza, being 3.309 acres in the T.J. Shannon Survey, Abstract No. 1137 and being all of Lot 2 of Ameristate Plaza; Sherman Hotels, LLC, Owners; and Underwood Drafting and Surveying, Inc., Surveyor (4344 Loy Lake Road)

Issue:

To consider Replat approval of Lot 2, Ameristate Plaza, being 3.309 acres in the T.J. Shannon Survey, Abstract No. 1137 and being all of Lot 2 of Ameristate Plaza, located at 4344 Loy Lake Road

Background:

The property is located at 4344 Loy Lake Road, north of the Sherman Town Center, and is zoned a C-1 (Retail Business) District. The owners would like to replat the property into two lots for commercial development.

Origination:

Sherman Hotels, LLC (Owners)
Underwood Drafting & Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 20, 2017 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

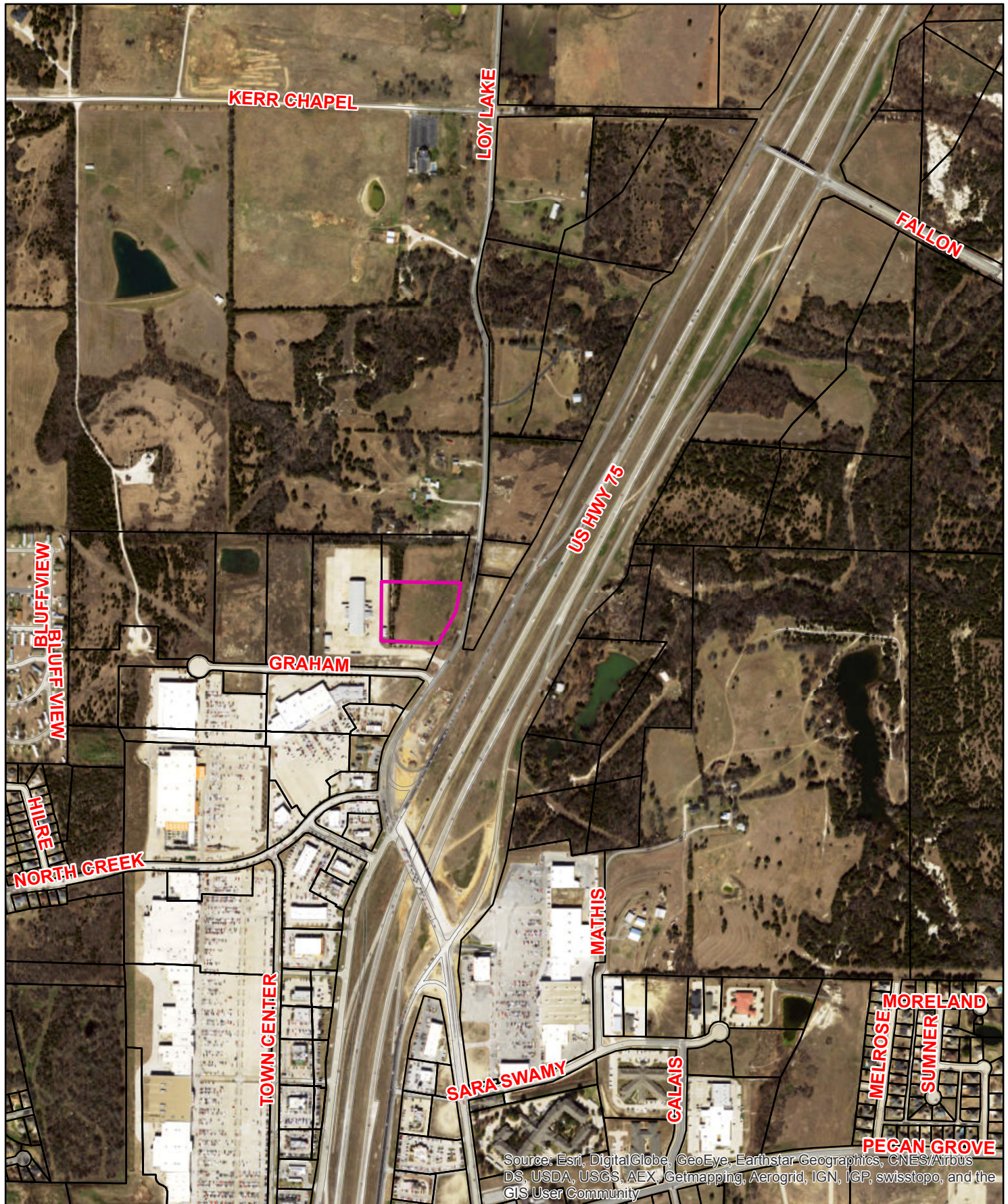
Location Map

Zoning Map

Replat

Staff Review Letter

P&Z Communication

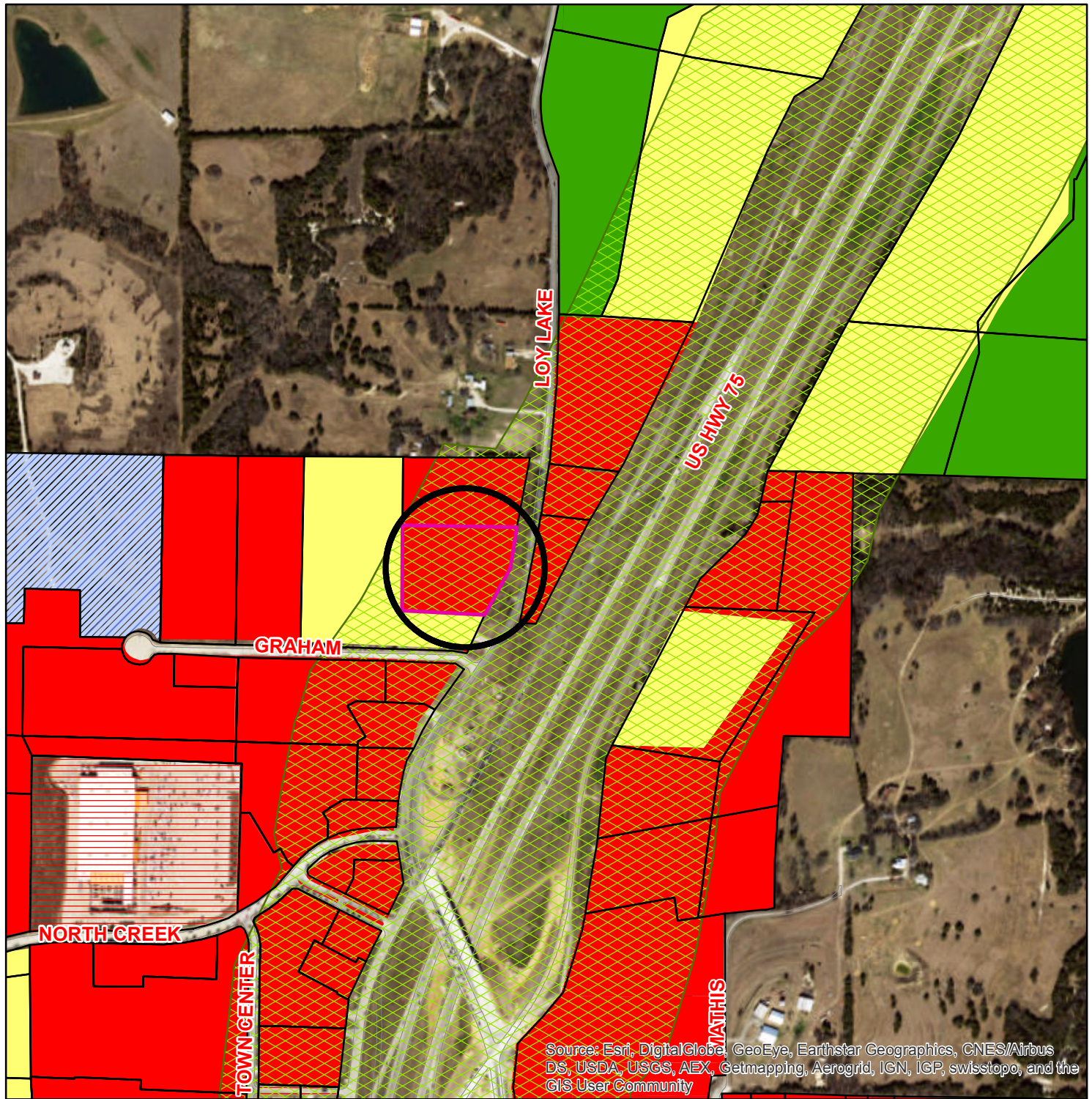


4344 Loy Lake Road



1 in = 800 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 4344 Loy Lake Road

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

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

Unknown

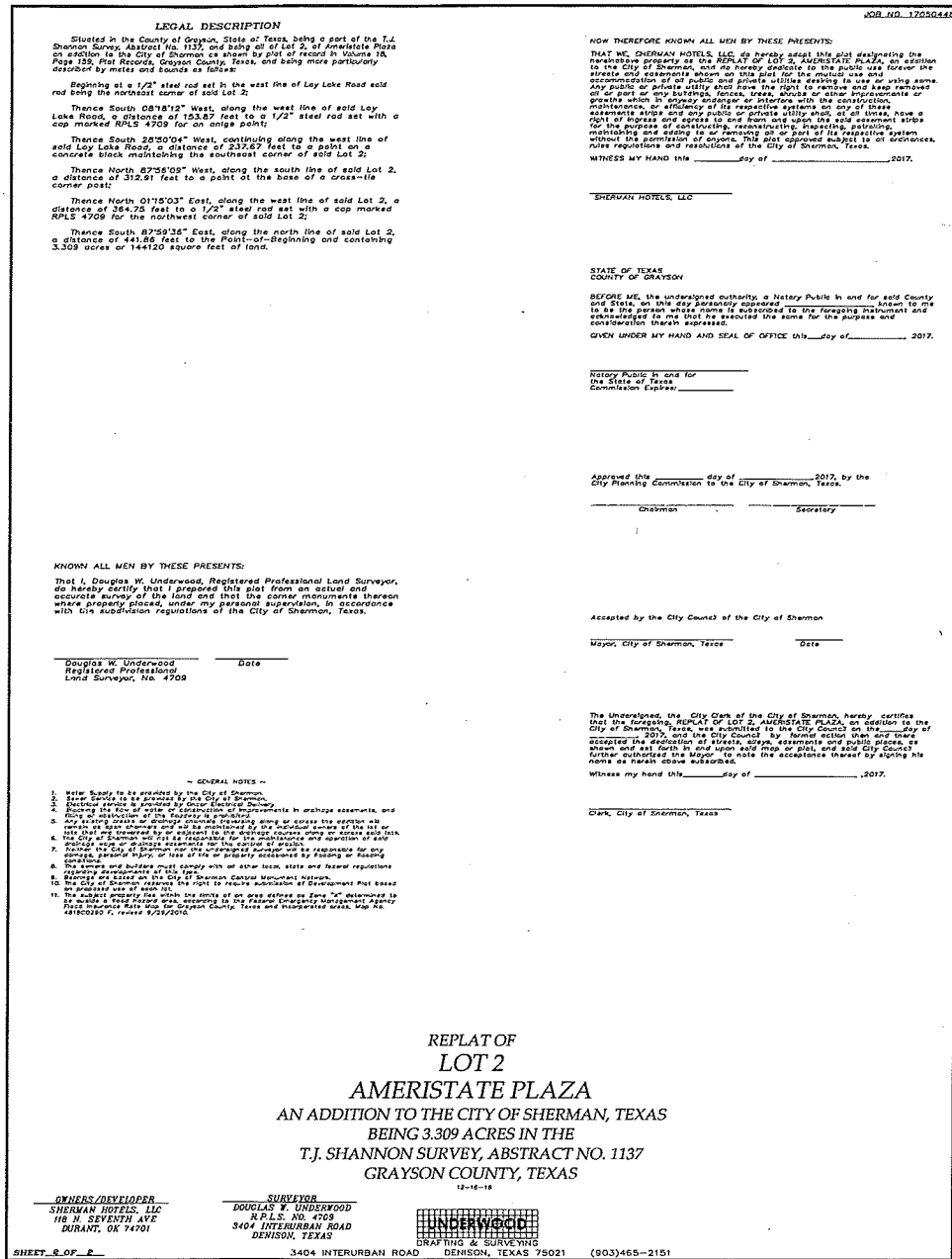
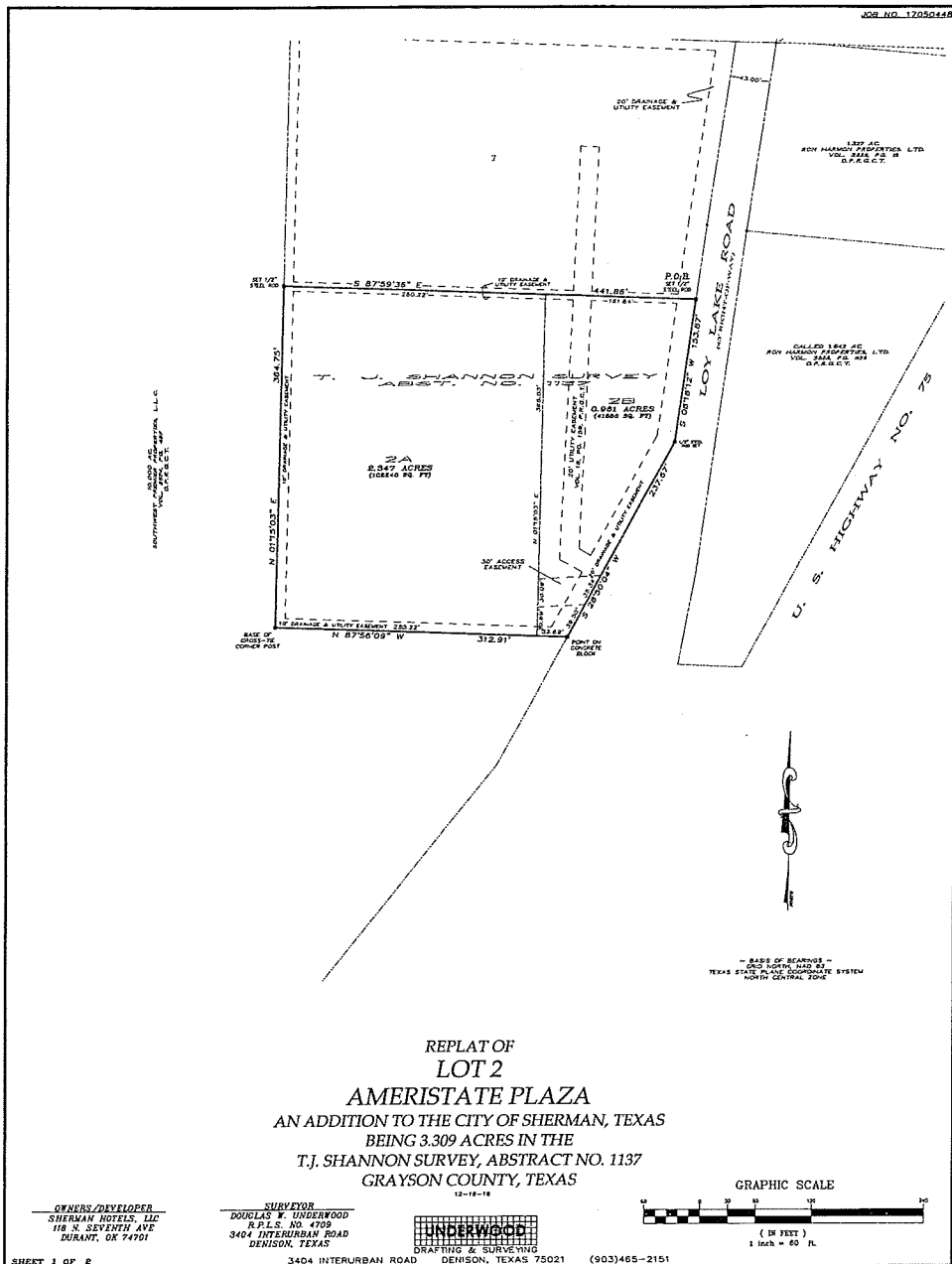
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District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



City of Sherman, Texas
Developmental Services Department



1 in = 600 ft



STAFF REVIEW LETTER

June 12, 2017

Sherman Hotels, LLC
118 N. Seventh Ave.
Durant, OK 74701

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of the Replat of Lot 2, Ameristate Plaza has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, June 20, 2017 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. New drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on plat.
5. Minimum street frontage is 50 feet.
6. Acreage on drawing and on legal description must match.
7. Water Pro-Rata will be due at the time of development.
8. Sewer Pro-Rata will be due at the time of development if sewer not extended to serve development.
9. Detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
10. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning and Zoning Commission.
11. 2 Mylars must be submitted in 24"x36" size for recording. 1 mylar must be split to be 2-12"x18" pages per Grayson County requirements. 1 page must have the legal description and the other page must have the image. Both mylars must look the same with the exception of the split line down the middle. Both split pages must include the Subdivision Name block. Submit digital image to the Engineering department for approval prior to printing mylars.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Steve Ayers, Dir. Of Community and Support Services

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Assistant City Manager



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

Agenda Item No. 16.

Meeting Date: 06/20/2017

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

Clay Mahone, Chairman

Kyle Patterson, Vice-Chairman

Joe Gilbert, Commissioner

Eric Elliott, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

*** 4344 LOY LAKE ROAD**

The request of Sherman Hotels, LLC (Owners) and Underwood Drafting & Surveying, Inc. (Surveyor) concerning the property at 4344 Loy Lake Road, being 3.309 acres in the T.J. Shannon Survey, Abstract No. 1137 and being all of Lot 2 of Ameristate Plaza, as follows;

Planning and Zoning Commission

Replat approval of Lot 2 Ameristate Plaza.

Background:

The property is located at 4344 Loy Lake Road, north of Sherman Town Center and is zoned a C-1 (Retail Business) District. The owner would like to replat the property into two lots for commercial development.

Adjacent Zoning:

C-1 (Retail Business) District

R-1 (One Family Residential) District

Origination:

Sherman Hotels, LLC (Owners)

Underwood Drafting & Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map

Zoning Map

Replat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H.1.

Meeting Date: 07/17/2017

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

- (a) Keep Sherman Beautiful Commission (1)

Issue:

There is currently one vacancy on the Keep Sherman Beautiful Commission. Sarah Whitt has submitted an application for service on the Board.

Background:

The Keep Sherman Beautiful Commission promotes public interest in the general improvement of the environment of the City, and initiates, plans, directs, and coordinates programs in conjunction with and in cooperation with citizens, government, businesses, and industries within the City.

Origination:

This agenda item originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

The staff's recommendation is to consider an appointment for the Keep Sherman Beautiful Commission.

Alternatives:

The Council could choose not to make an appointment to the Keep Sherman Beautiful Commission.

Attachments

Roster

Fact Sheet

Applicant List

Sarah Whitt Application

MEMBERSHIP ROSTER

KEEP SHERMAN BEAUTIFUL COMMISSION

LENGTH OF TERMS: 2 Years

Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Michael Beck	1	U 11/8/2016	1/1/2018	1	2 Year Term
Kimberly Whaley	n/a	A 1/5/2016	1/1/2018	1	2 Year Term
Jessica Peters	1	A 1/5/2016	1/1/2018	1	2 Year Term
Amanda Smith	2	A 11/8/2016	1/1/2019	1	2 Year Term
Angela Krieger	1	A 11/4/2013 R 1/5/2016	1/1/2016* 1/1/2018	1 2	2 Year Term
Dusty Payne	3	A 11/4/2013 R 1/5/2016	1/1/2016* 1/1/2018	1 2	2 Year Term
Vacant					2 Year Term
Zac Grantham	1	A 6/16/2015 R 1/1/2017	1/1/2017 1/1/2019	1 2	2 Year Term
Amanda Phillips	1	A 6/16/2015 R 1/1/2017	1/1/2017 1/1/2019	1 2	2 Year Term

NOTE: All members shall be appointed for terms of two (2) years, and shall not serve for more than three (3) consecutive terms.

* Initially the terms will be for more than two years, in order to meet Article II, Section 2 of the By-Laws, stating that new terms begin on January 1 of each year.

Chairperson

NOTE: Chairperson serves one year terms

CHAIR	APPOINTMENT DATE	DATE CHAIR EXPIRES	YEARS SERVED AS CHAIR
Lauren Roth	11/5/2013	1/1/2015**	1
Zac Grantham			

** Initially the Chairperson's term will be for more than one year, in order to meet Article II, Section 2 of the By-Laws, stating that new terms begin on January 1 of each year

FACT SHEET

KEEP SHERMAN BEAUTIFUL COMMISSION

Established by RESOLUTION 2805 – MARCH 2, 1992 – RE-ESTABLISHED BY RESOLUTION 3807 – APRIL 19, 1999; RE-ESTABLISHED BY RESOLUTION 5041 – JULY 16, 2007; BY-LAWS UPDATED BY RESOLUTION 5977 – JUNE 15, 2015

1. Number of Members: NINE (9)
2. Term of Appointment: TWO (2) YEARS
3. Consecutive Term Rule: THREE YEARS
4. Qualifications for Membership: INTEREST IN KEEPING SHERMAN BEAUTIFUL; DEDICATION TO IMPLEMENTATION OF ASSIGNED PROJECTS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization

CHAIRPERSON A VICE CHAIRPERSON E SECRETARY E

ELECTED APPOINTED

7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: BI-MONTHLY AT 5:30 P.M. OR WHEN CALLED
9. Attendance Requirements: IF A COMMISSION MISSES TWO MEETINGS WITHOUT NOTICE AND/OR WITHOUT GOOD CAUSE WITHIN A CALENDAR YEAR, AFTER WRITTEN NOTIFICATION BY THE CHAIRMAN, HE/SHE SHALL AUTOMATICALLY RELINQUISH HIS/HER PLACE ON THE COMMISSION

=====

PURPOSE:

Commission shall function to assist the City Council and the City staff by involving individuals, businesses, and industries throughout the community to promote education and activities and encourage waste reduction, litter prevention, and beautification programs and projects in affiliation with the Keep Texas Beautiful objectives.

RESPONSIBILITIES:

- (1) To plan, initiate, direct, and coordinate community-wide efforts to achieve its goals
- (2) To solicit and accept donations and appropriations for money, service, products, property, and/or facilities expenditure and use by the Commission for the accomplishment of its objectives as approved by the City Council
- (3) To make recommendations to the City Council, as well as to the private sector, regarding measures which it deems necessary to accomplish the objectives of both the City and the Commission.

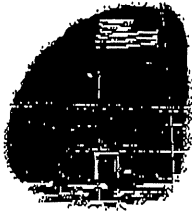
APPLICANT LIST

Keep Sherman Beautiful Commission

Positions Vacant 1

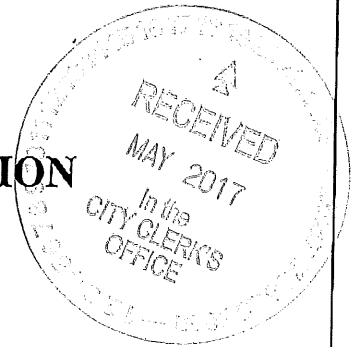
Applicant	Address	District	Qualifications
Sarah Whitt	1820 Clegg, Howe	n/a	First Texoma National Bank

COMMENTS:



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name:

Sarah Whitt

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission:

Keep Sherman Beautiful Commission☒ Yes, I would be interested in serving on subcommittees that may be formed.**Personal Information****Occupational Information**Home Address: 1820 Clegg St. Howe, TXBusiness Name: First Texoma National BankMailing Address: 1820 Clegg St. Howe, TXOccupation: SVP / Market ManagerTelephone: 405-432-9858 Fax: _____Address: 2626 Loy Lake Rd, ShermanE-Mail: swhitt@fthb.netTelephone: 903-813-4898 Fax: 903-813-0889Sherman Resident for 2 ^{years} County: GraysonE-Mail: swhitt@fthb.net

Drivers License No.: _____

Voter Registration No.: not registered in TexasWhich Council District do you live in? (see attached map) I live in Howe. I work in District 2.

Prior work experience: (please include dates)

First United Bank, Vice president June 2014 - March 2017BancFirst, Asst. Vice President December 2005 - June 2014**Educational Achievement:**High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2000

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: Oklahoma Baptist University ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Treasurer, Shawnee Lions Club 2016, Board Member Safe Events for Families 2015-2016, Board Member YMCRA Shawnee 2016, Educator for Rural Water Associations of OK 2012-2014Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I want to benefit the community in a direct way. Keep Sherman Beautiful is a good way to do that.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Raising awareness about litter and its effects. I believe a strong social media presence can help address this. The board is already handling that well.

2) Helping local businesses know how to join the cause. I am confident that starting conversations about getting employee groups to participate in clean-up days could accomplish this.

3) Helping the City of Sherman build pride in its citizens about the community. The board already does, and should continue, to work closely with city officials in reaching this goal.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I have good networking and marketing skills developed through my banking career.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

none

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: I visited the meeting in May 2017, invited by Amanda Phillips

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____

Sandra White

Date: 5-4-2017

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



City Council Regular Meeting

H.2.

Meeting Date: 07/17/2017

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Parks and Recreation Advisory Board (1)

Issue:

Brian Jones' term on the Parks and Recreation Advisory Board expired on May 19, 2017. He is eligible and does wish to be reappointed. Michael Kelly has also applied for service on the Board.

Background:

The Parks and Recreation Advisory Board advises the City Council on long-range planning and the implementation of programs and activities conducted by the Parks and Recreation Department.

Origination:

The appointment originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider an appointment to the Parks and Recreation Advisory Board.

Alternatives:

The alternative is to delay the appointment to the Board.

Attachments

Roster

Fact Sheet

Applicant List

Brian Jones Reappointment Letter

Michael Kelly Application

MEMBERSHIP ROSTER

PARKS & RECREATION BOARD

LENGTH OF TERMS: TWO YEARS

Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Brian Jones	1	A 5/19/2015	5/19/2017	1	
Amanda Phillips	1	A 3/21/2017	3/21/2019	1	
Sholdon Daniels	2	A 5/3/2016	5/3/2018	1	
Sarah Pierce	4	A 5/3/2016	5/3/2018	1	
Rhonda Lockett	1	A 11/17/2015	11/17/2017	1	
Michael Waitt	1	A 11/17/2015	11/17/2017	1	
Ben Crouse	1	A 11/17/2015	11/17/2017	1	

NOTE:

Chair:

Vice Chair:

CITY STAFF: Theresa Hutchinson, Parks and Recreation Manager
Revised 3/21/2017

FACT SHEET

PARKS AND RECREATION BOARD

Established by ORDINANCE 3181 – MARCH 28, 1977

1. Number of Members: SEVEN (7)
2. Term of Appointment: TWO (2) YEARS
3. Consecutive Term Rule: THREE (3) TERMS – ORDINANCE 4112 (7/24/89)
4. Qualifications for Membership: INTEREST IN PROGRAMS AND ACTIVITIES CONDUCTED BY PARKS AND RECREATION DEPARTMENT. A STUDENT OF SHERMAN HIGH SCHOOL DESIGNATED BY STUDENT COUNCIL, AND THE DIRECTOR OF PARKS AND RECREATION SHALL BE EX-OFFICIO, NON-VOTING MEMBERS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization
CHAIRPERSON E VICE CHAIRPERSON SECRETARY A
ELECTED APPOINTED
7. Departmental Responsibility: PARKS AND RECREATION DEPARTMENT
8. Meeting Date: FIRST WEDNESDAY OF EACH MONTH
9. Attendance Requirements: WILL FORFEIT SEAT BY MISSING 3 CONSECUTIVE MEETING WITHOUT GOOD CAUSE

=====

PURPOSE:

To assist in long-range planning and implementation of programs and activities conducted by the Parks and Recreation Department.

RESPONSIBILITIES:

Advise concerning future development; to study and make recommendations concerning additional park land or sites; and to recommend means for maximum utilization of facilities.

APPLICANT LIST

Parks and Recreation Advisory Board

Positions Vacant 1

Applicant	Address	District	Qualifications
Brian Jones	405 W. McGee	1	Current Members; Wishes to be Reappointed
Michael Kelly	1211 N. Woods	1	LeCrone Law Firm

COMMENTS:

PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394



June 12, 2017

Brian Jones
405 W. McGee
Sherman, Texas 75092

RE: Parks and Recreation Advisory Board

Dear Mr. Jones:

Your term on the Parks and Recreation Advisory Board expired on May 19, 2017. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Theresa Hutchinson, Parks and Recreation Manager

☒

I do wish to be considered for reappointment to this board

☐

I do not wish to be considered for reappointment to this board

[Signature]

Signature

6/23/17

Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206



Name: _____

Michael Kelly

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission: _____

Parks & Recreation

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 1211 N. Woods St.

Mailing Address: _____

Telephone: (214) 418-1983 Fax: _____

E-Mail: _____

Sherman Resident for 6.5 years County: Grayson

Drivers License No.: 16509553

Voter Registration No.: 1146775295 ✓

Occupational Information

Business Name: Lc Crone Law Firm

Occupation: lawyer

Address: 123 N. Crockett, Suite 200, Sherman

Telephone: (903) 813-1900 Fax: (903) 813-1944

E-Mail: michael@lccronelaw.com

Which Council District do you live in? (see attached map) District 1 ✓

Prior work experience: (please include dates)

Grayson County District Attorney's Office (August, 2009 - June, 2014) - ADA
Law Office of Michael S. Kelly (March, 2009 - August, 2009) - Solo Practitioner
alliantgroup, L.P. (March, 2007 - October, 2008) - Senior Associate

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1992 - Mira Mesa High School - CA

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: Cal Poly Pomona ☒ Bachelor's ☐ Master's ☐ PhD

South Texas College of Law ☒ J.D.

Volunteer Work: (please include dates)

This will be my first

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - No

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I would like to see our city continue to grow & prosper. I believe a strong pedestrian & bicycle presence will encourage local small business development along with the general welfare of our residents.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Short term & long term planning (land acquisition / funding)

2) Facilities development - implementing new additions to existing parks and programs, public events, community relationships,

3) Facilities maintenance - Keeping our existing parks & grounds groomed and safe for use

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

avid cyclist, lawyer, and DIY'er, with interest in history, architecture and rehab/renovation

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

none that I'm aware of

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: I thought they were orderly & efficient in addressing the agenda.

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Mick Kelly Date: March 10, 2017

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 07/17/2017

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						
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26	27	28				

MARCH						
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26	27	28	29	30	31	

APRIL						
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16	17	18	19	20	21	22
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30						

MAY						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE						
S	M	T	W	T	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY						
S	M	T	W	T	F	S
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23	24	25	26	27	28	29
30	31					

AUGUST						
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20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER						
S	M	T	W	T	F	S
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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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19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER						
S	M	T	W	T	F	S
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3	4	5	6	7	8	9
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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]