

**CITY OF SHERMAN  
CITY COUNCIL CALLED MEETING AGENDA  
COUNCIL CHAMBERS OF THE CITY HALL  
220 WEST MULBERRY STREET  
SHERMAN, TEXAS  
TUESDAY, JULY 5, 2016  
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER LAWRENCE DAVIS**
- A. 3. INVOCATION BY COUNCIL MEMBER LAWRENCE DAVIS**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 6, 2016**

**Public Hearing**

- B. 1. INTRODUCTION AND FIRST PUBLIC HEARING OF ORDINANCE NO. 5958**  
Implementing a Temporary Moratorium on Building Permits for New Construction or Modifications within 500 feet of F.M. 691 and S.H. 289 in the City Limits of the City of Sherman, Texas; Providing for the Following Findings of Fact; Enactment; Provisions, including Purpose; Scope; Definition; Prohibitions; Waiver; Appeals Process; and Enforcement, including Criminal Fines not to exceed \$2,000.00 and Civil Penalties not to exceed \$1,000.00 per Violation; Providing for an Effective Date

**Close Public Hearing and Consider the Consent Agenda**

- B. 2. 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. 6099**  
Authorizing the Execution of an Unimproved Property Contract with West Canyon Creek Properties, LTD. for the Purchase of 26.333 Acres of Land Adjacent to Canyon Creek Drive
- C. 2. RESOLUTION NO. 6100**  
Authorizing the Execution of a ROW Dedication Agreement with West Canyon Creek Properties, LTD. for the Extension, Development and Construction of Canyon Creek Drive

- C. 3.     **\* RESOLUTION NO. 6101**  
Authorizing the Execution of a Deed for the Resale of a Property within the Sherman City Limits Seized for Delinquent Taxes
- C. 4.     **\* RESOLUTION NO. 6102**  
Awarding a Bid to and Authorizing Execution of a Contract with Lynn Vessels Construction, LLC. for the Sherman Water Treatment Plant East Sludge Basin Cleanout

**Requests to Advertise**

- D. 1.     **REQUEST TO ADVERTISE**  
Construction of Travis Street within Sherman Crossroads

**Other Business**

- E. 1.     **OTHER BUSINESS**  
Consider Calling a Special Meeting of the City Council to Participate in Discussions at the Parks and Recreation Master Plan Community Input Session on Tuesday, July 19, 2016
- E. 2.     **OTHER BUSINESS**  
Consider Calling a Special Meeting of the City Council to Hold the Second Public Hearing on Ordinance No. 5958 to Implement a Temporary Moratorium on Building Permits for New Construction or Modifications within 500 feet of F.M. 691 and S.H. 289 in the City Limits of the City of Sherman, Texas; Providing for the Following Findings of Fact; Enactment; Provisions, including Purpose; Scope; Definition; Prohibitions; Waiver; Appeals Process; and Enforcement, including Criminal Fines not to exceed \$2,000.00 and Civil Penalties not to exceed \$1,000.00 per Violation; Providing for an Effective Date
- F.       **CITIZEN REQUESTS**
- G.       **MEDIA QUESTIONS**
- H.       **COUNCIL COMMENTS**

**Executive Session**

- I. 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 551.074           Personnel Matters:

- (a) Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee

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**

#### **J. 1. OPEN MEETING**

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

#### **K. ADJOURNMENT**

### **COUNCIL CALENDAR**

### **CERTIFICATION**

I, the undersigned authority, do hereby certify that the above Notice of Called 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 1, 2016 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 1<sup>st</sup> day of July, 2016  
City of Sherman, Texas

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City Clerk

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

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

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

At the discretion of the City Council, non-agenda items under the headings of "Citizens Requests", "Media Questions", and "Council Concerns" may be presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate, or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

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

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

Mayor

David Plyler

Deputy Mayor

Jason Sofey

Council Members

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

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

Lawrence Davis, Council – District #1

Terrence R. Steele, Council – District #2

Tom Watt, Council – District #3

Tammy Johnson, Council – District #4



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. A. 4.**

**Meeting Date:** 07/05/2016

**Prepared By:** Linda Ashby, City Clerk

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 6, 2016**

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**Attachments**

06/06/16 Meeting Minutes

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**June 6, 2016**

**MEMBERS PRESENT:           MAYOR DAVID PLYLER.  
COUNCIL MEMBERS COUCH, DAVIS, JOHNSON, STEELE,  
WATT.**

## CALL TO ORDER

## CALL TO ORDER

## APPROVE MINUTES

**RESOLUTION NO. 6087 – SUPPORTING THE GOAL OF CHICKATAY INC: U.S. AVIATION GROUPO TO SECURE, PERFORM AND ADMINISTER THE UNITED STATES AIR FORCE INITIAL FLIGHT TRAINING CONTRACT FA3002-15-RIFT AT NORTH TEXAS REGIONAL AIRPORT – PERRIN FIELD IN GRAYSON COUNTY, TEXAS**

**RES 6087  
SUPPORTING NORTH  
TEXAS REGIONAL  
AIRPORT CONTRACT  
FOR FLIGHT TRAINING**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, SUPPORTING THE GOAL OF CHICKATAY INC: U.S. AVIATION GROUP TO SECURE, PERFORM AND ADMINISTER THE UNITED STATES AIR FORCE INITIAL FLIGHT TRAINING CONTRACT FA3002-15-RIFT AT NORTH TEXAS REGIONAL AIRPORT – PERRIN FIELD IN GRAYSON COUNTY, TEXAS.**

Bill Magers, Grayson County Judge, introduced Clyde Siebman, Grayson County Regional Mobility Authority Chairman, to outline the request. The Regional Mobility Authority manages the North Texas Regional Airport, located at the old Perrin Field.

Mr. Siebman said they are asking the City to support an effort to expand the training program at NTRA. The Airport currently provides pilot training but is trying to obtain a contract with the United States Air Force to provide the first step in the training process for pilots.

He said the contract would be a huge deal for Grayson County and for NTRA, and the resolution would show support for the project. Mr. Siebman added that the value of the taxable assets for the facility would be \$13,200,000 and it

## **COUNCIL MINUTES – JUNE 6, 2016**

would be a great economic opportunity for the Airport and for the community.

Council Member Couch asked how many participants the training would bring to the community. Mr. Siebman said this will be an ongoing effort with continuous classes over the course of the ten (10) year contract.

County Judge Magers stated information obtained in the report that SEDCO utilizes to predict economic impact, indicates the potential for 249 jobs at the training facility, as well as the disposable income of the continual recruits participating in the program. These paid students will be supporting local businesses while in training. Judge Magers stated all cities have been approached and requested to participate, but with the City of Sherman being the County Seat, this endorsement is valuable. He added, this program is currently embedded in Colorado, so this is a long shot, but we are hopeful to obtain the contract.

Mr. Siebman reiterated these students will be residing at the airport facility throughout the course of their training, so the real economic impact will be the huge number of students coming through the program over the ten (10) year contract and support local businesses.

Council Member Johnson asked how long the training course would be. Mr. Siebman stated the course would be eight (8) weeks long. Judge Magers stated the training obtained here would be the first three levels enabling the pilots to fly small planes and then onto other facilities for further training. Council Member Steele shared his experience while in the Air Force Academy and training missions at that time.

Mr. Siebman stated when pilots leave this program, they will communicate their positive experience to others. He also noted with Air China currently at the facility, the facility is already an international resource with stories about Grayson County around the world in this global economy. He stated when corporations are interested in building a facility here or foreign investments in Texas, the ramifications of this program would be extremely positive from Grayson County and the City of Sherman.

Judge Magers announced there will be a Town Hall meeting next Tuesday from 6:00 to 8:00 p.m. at 5501 Airport Drive, to show support of this endeavor.

### **ACTION TAKEN.**

Motion by Council Member Couch to approve Resolution No. 6087, as presented. Second by Council Member Johnson.

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

VOTING NAY: None.

MOTION CARRIED.

**PUBLIC HEARING**

**FINAL STATEMENT / ACTION PLAN FOR PROGRAM YEAR 2016 COMMUNITY DEVELOPMENT BLOCK GRANT**

CDBG  
ACTION PLAN

Mayor Plyler called for a public hearing on the Final Statement / Action Plan for Program Year 2016 of the Community Development Block Grant.

Don Keene, Assistant City Manager, reported this grant has been received for a number of years, noting this year's allotment is almost \$316,000. He presented the work plan and noted funds are utilized for Housing and Public Service, including the Sherman Housing Authority, the Crisis Center and the Boys & Girls Club. He did note, the plan includes allocation of \$47,000 for the demolition program this year.

No citizens appeared before the City Council to discuss the Final Statement / Action Plan for Program Year 2016 Community Development Block Grant.

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCES**

Mayor Plyler introduced Ordinance No. 5951 and called for a public hearing:

ORD 5951  
ANNEXATION  
4798 SISTRUNK ST.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX A 0.777 ACRE TRACT OF LAND ON SISTRUNK STREET, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; PROVIDING FOR A MUNICIPAL SERVICE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

Robby Hefton, City Manager, stated this is the last action to be taken on this annexation in the Hilltop area, East of Midway Mall. This property owner has requesting water service from the City of Sherman and has applied for annexation.

No citizens appeared before the City Council to discuss Ordinance No. 5951.

Mayor Plyler introduced Ordinance No. 5952 and called for a public hearing:

ORD 5952  
ABANDON PORTION  
OF R-O-W  
(SARA SWAMY DR.)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF THE SARA SWAMY DRIVE RIGHT-OF-WAY LYING AT THE SOUTHWEST CORNER OF BLOCK ONE (1) OF THE HERITAGE PARK ADDITION PHASE ONE, AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF MATHIS DRIVE WITH THE ORIGINAL NORTH RIGHT-OF-WAY LINE OF SAID HERITAGE PARK DRIVE, ALSO BEING THE SOUTHWEST CORNER OF LOT 1A OF THE REPLAT OF LOT 1, BLOCK 1 OF HERITAGE PARK ADDITION AS SHOWN BY PLAT OF RECORD IN VOLUME 21, PAGE 16; SAID PROPERTY TO BE MAINTAINED AS A UTILITY EASEMENT; CONVEYING THE INTEREST IN SAID RIGHT-OF-WAY TO

THE ABUTTING AND ADJACENT PROPERTY OWNERS, PYRAMID ESTATES, LLC AND GAVLIE PROPERTIES, LLC.

Clay Barnett, Engineering and Public Works Director, reported that originally, Sara Swamy Drive went directly West, but a curve was added to accommodate the Sherman Commons development. With the completion of this project, there is now left over right-of-way that they wish to abandon. Since that right-of-way was originally donated for the project, we wish to return it to the adjacent property owner.

No citizens appeared before the City Council to discuss Ordinance No. 5952.

Mayor Plyler introduced Ordinance No. 5953 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AN ARMY SURPLUS STORE IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1.1 (F.M. HIGHWAY 1417) OVERLAY DISTRICT AT 2115 SOUTH F.M. 1417 (HERITAGE PARKWAY), BEING LOT 3, BLOCK 1, COMMUNITY USA ADDITION (COMMUNITY STORAGE USA, LTD, OWNER; JAMES W. CAUDLE, REPRESENTATIVE; AND KENT SANDERS, PROPOSED TENANT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 5953  
SUP FOR ARMY  
SURPLUS STORE  
(2115 S. FM 1417)

Scott Shadden, Director of Development Services, reported this store located in the shopping center on FM 1417, initially started as a “hobby” business and has now grown into a retail business. After being presented and discussed by the Planning and Zoning Board, they voted unanimously to recommend approval, with the condition of no outside sales or display.

Mr. Kent Sanders residing at 272 Quail Run Road, stated he would like to open the store, understands the conditions and will follow them fully. He noted the store will not be very large, but as it grows, he will consider another location at that time.

No other citizens appeared before the City Council to discuss Ordinance No. 5953.

Mayor Plyler introduced Ordinance No. 5954 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW TWO-FAMILY PATIO HOMES IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT/O-1.2 (SAM RAYBURN) OVERLAY DISTRICT AT 317-415 NORTH WOODS

ORD 5954  
SUP FOR PATO HOMES  
(317-415 N. WOODS ST,  
308-420 N. SAM  
RAYBURN FRWY,  
703-721 W. PECAN ST)

STREET, 308-420 NORTH SAM RAYBURN FREEWAY, AND 703-721 WEST PECAN STREET, BEING THE PROPOSED LOTS 1-19, BLOCK 6R OF THE REPLAT OF BLOCK 6, EXSTEIN'S MAPLE ADDITION (SAPPHIRE GROUP, LLC, OWNERS; KYLE BOOTHE, REPRESENTATIVE; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

Scott Shadden reported this is the entire block between Woods Street and Sam Rayburn Freeway, South of the Texas Star bank and across from the football field. They are proposing to demolish all current structures to build two-family patio homes with rear entry and rear parking with no drive approaches on Woods Street. Along Highway 75, they are proposing merchants. They will bring this back for site plan approval prior to construction and as a last step, a replat would be completed. After being presented and discussed by the Planning and Zoning Board, they voted unanimously to recommend approval.

Council Member Steele asked for clarification on the location and Mr. Shadden advised it is North of Tracks Restaurant and South of Texas Star Bank along Highway 75, between Fern and West Pecan.

No citizens appeared before the City Council to discuss Ordinance No. 5954.

Mayor Plyler introduced Ordinance No. 5955 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 308-420 NORTH SAM RAYBURN FREEWAY AND 703-713 WEST PECAN STREET, BEING 1.969 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 AND PART OF BLOCK 6, EXSTEIN'S MAPLE ADDITION (SAPPHIRE GROUP, LLC, OWNERS; KYLE BOOTHE, REPRESENTATIVE; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER.

ORD 5955  
ZONE CHANGE  
(308-420 N. SAM  
RAYBURN FRWY,  
703-713 W. PECAN)

Scott Shadden noted this is in conjunction to the block of property previously discussed in Ordinance 5954, however specifically pertaining to the property along Highway 75, which is being proposed for merchant stores.

No citizens appeared before the City Council to discuss Ordinance No. 5955.

The Public Hearing was closed.

#### ADOPTION OF ORDINANCES

Ordinance 5951

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX A 0.777 ACRE TRACT OF LAND ON SISTRUNK STREET, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; PROVIDING FOR A MUNICIPAL SERVICE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5951  
ANNEXATION  
4798 SISTRUNK ST.

Ordinance 5952

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF THE SARA SWAMY DRIVE RIGHT-OF-WAY LYING AT THE SOUTHWEST CORNER OF BLOCK ONE (1) OF THE HERITAGE PARK ADDITION PHASE ONE, AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF MATHIS DRIVE WITH THE ORIGINAL NORTH RIGHT-OF-WAY LINE OF SAID HERITAGE PARK DRIVE, ALSO BEING THE SOUTHWEST CORNER OF LOT 1A OF THE REPLAT OF LOT 1, BLOCK 1 OF HERITAGE PARK ADDITION AS SHOWN BY PLAT OF RECORD IN VOLUME 21, PAGE 16; SAID PROPERTY TO BE MAINTAINED AS A UTILITY EASEMENT; CONVEYING THE INTEREST IN SAID RIGHT-OF-WAY TO THE ABUTTING AND ADJACENT PROPERTY OWNERS, PYRAMID ESTATES, LLC AND GAVLIE PROPERTIES, LLC.

ORD 5952  
ABANDON PORTION  
OF R-O-W  
(SARA SWAMY DR.)

Ordinance 5953

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AN ARMY SURPLUS STORE IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1.1 (F.M. HIGHWAY 1417) OVERLAY DISTRICT AT 2115 SOUTH F.M. 1417 (HERITAGE PARKWAY), BEING LOT 3, BLOCK 1, COMMUNITY USA ADDITION (COMMUNITY STORAGE USA, LTD, OWNER; JAMES W. CAUDLE, REPRESENTATIVE; AND KENT SANDERS, PROPOSED TENANT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 5953  
SUP FOR ARMY  
SURPLUS STORE  
(2115 S. FM 1417)

Ordinance 5954

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 TWO-FAMILY PATIO HOMES IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT/O-1.2 (SAM RAYBURN) OVERLAY DISTRICT AT 317-415 NORTH WOODS STREET, 308-420 NORTH SAM RAYBURN FREEWAY, AND 703-721 WEST PECAN STREET, BEING THE PROPOSED LOTS 1-19, BLOCK 6R OF THE REPLAT OF BLOCK 6, EXSTEIN'S MAPLE ADDITION (SAPPHIRE GROUP, LLC, OWNERS; KYLE BOOTHE, REPRESENTATIVE; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR);

ORD 5954  
SUP FOR PATIO HOMES  
(317-415 N. WOODS ST,  
308-420 N. SAM  
RAYBURN FRWY,  
703-721 W. PECAN ST)

PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN COINDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

Ordinance 5955

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERITES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 308-420 NORTH SAM RAYBURN FREEWAY AND 703-713 WEST PECAN STREET, BEING 1.969 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 AND PART OF BLOCK 6, EXSTEIN'S MAPLE ADDITION (SAPPHIRE GROUP, LLC, OWNERS; KYLE BOOTHE, REPRESENTATIVE; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER.

ORD 5955  
ZONE CHANGE  
(308-420 N. SAM  
RAYBURN FRWY,  
703-713 W. PECAN)

**ACTION TAKEN.**

Motion by Council Member Watt to adopt Ordinance Nos. 5951, 5952, 5953, 5954, and 5955, as presented. Second by Council Member Davis.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 6088 – APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

RES 6088  
CERTIFICATES OF  
OBLIGATION

Mary Lawrence, Director of Finance, stated this resolution authorizes the publication of the Notice of Intent to issue \$7.3 million in Certificates of Obligation as required by law. This Ordinance will be presented once again to the City Council at the July 18, 2016 meeting for approval and authorization of actual issuance of certificates. These certificates will be used to fund the library remodel, the net cost of relocating Fire Station #4, Swan Ridge and Taylor Street, among other projects. Ms. Lawrence also explained this is the first step the City is taking to manage our growth and will plan to return to the City Council in 2017 and 2018 for another issuance for other projects such as Lamberth Road, Canyon Creek Drive and OB Groner. She stated the source of repayment for the certificates will be taxes.

**ACTION TAKEN.**

Motion by Council Member Watt to approve Resolution No. 6088, as presented. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

**RESOLUTION NO. 6089 – AUTHORIZING THE PURCHASE OF OUTDOOR WARNING SIRENS FROM FEDERAL SIGNAL CORPORATION THROUGH SHIPMAN COMMUNICATIONS**

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

**RES 6089  
OUTDOOR WARNING  
SIRENS**

Danny Jones, Fire Chief addressed the council and introduced Tom Brown, Emergency Management Coordinator for the City of Sherman. Chief Jones noted with the storms that have come through our area, one of the outdoor warning sirens has been knocked down and needs to be replaced, as well as the need to purchase an additional siren for coverage needs. Tom Brown reported the damaged siren was located at the current Fire Station #4, which covers the Johnson & Johnson and Highway 1417 corridor, with coverage ranging half way through the Shadow Mountain Village area for the trailer park and west of the railroad track past Johnson & Johnson and Folgers. He noted with the growth continuing down Highway 1417, the relocation of Fire Station #4, as well as growth West on Highway 1417, there is concern of no coverage for Shadow Mountain Village, as well as the City's Waste Water Treatment facilities down on Highway 1417. In an effort to determine how to better cover our citizens and employees, it is recommended that we work with the County to move the siren that was damaged and being replaced, to the County Precinct Barn on Highway 1417 just past the railroad tracks, which would provide coverage past Highway 11, all the way back up to Highway 75. It is also recommended that the proposed new siren be placed near the Northgate entrance, providing coverage from Highway 75 to OB Groner. By placing the sirens at these locations, this would provide coverage to areas with the exception of the industries, which will be addressed in future plans.

Chief Jones reported the cost for the proposed siren project is approximately \$55,000 to \$60,000, with expectation that a large portion will be reimbursed through insurance from the damaged siren.

**ACTION TAKEN.**

Motion by Council Member Johnson to approve Resolution No. 6089, as presented. Second by Council Member Watt.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6090 – AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN, THE CITY OF DENISON, AND GRAYSON COUNTY FOR GRANT FUNDING TO BE AWARDED BY THE U.S. DEPARTMENT OF JUSTICE UNDER THE 2016 JUSTICE ASSISTANCE GRANT PROGRAM – CFDA #16.738

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN, THE CITY OF DENISON, AND GRAYSON COUNTY FOR GRANT FUNDING TO BE AWARDED BY THE U.S. DEPARTMENT OF JUSTICE UNDER THE 2016 JUSTICE ASSISTANCE GRANT PROGRAM – CFDA #16.738.  
CONSENT AGENDA.

RES 6090  
INTERLOCAL  
AGREEMENT FOR  
JAG GRANT PROGRAM

RESOLUTION NO. 6091 – AUTHORIZING SUBMISSION OF A JOINT GRANT APPLICATION WITH THE CITY OF DENISON AND GRAYSON COUNTY FOR, AND THE ACCEPTANCE OF, A GRANT AWARDED UNDER THE 2016 JUSTICE ASSISTANCE GRANT PROGRAM – CFDA #16.738

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS AUTHORIZING SUBMISSION OF A JOINT GRANT APPLICATION WITH THE CITY OF DENISON AND GRAYSON COUNTY FOR, AND THE ACCEPTANCE OF, A GRANT AWARDED UNDER THE 2016 JUSTICE ASSISTANCE GRANT PROGRAM – CFDA #16.738.  
CONSENT AGENDA.

RES 6091  
JOINT APPLICATION  
FOR JAG GRANT

RESOLUTION NO. 6092 – AUTHORIZING PUBLICATION OF THE PROPOSED FINAL STATEMENT / ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR PROGRAM YEAR 2016; 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 2016

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 2016; 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 2016.  
CONSENT AGENDA.

RES 6092  
CDBG FINAL  
STATEMENT /  
ACTION PLAN

RESOLUTION NO. 6093 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH ANGEL JARAMILLO AND MARTHA LOPEZ FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1019 EAST LAKE STREET  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF

RES 6093  
RESIDENTIAL TAX  
ABATEMENT  
(1019 E. LAKE ST)

SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH ANGEL JARAMILLO AND MARTHA LOPEZ FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1019 EAST LAKE STREET. CONSENT AGENDA.

**REQUEST TO ADVERTISE**  
**SALE OF CITY-OWNED SURPLUS REAL PROPERTY**

**REQ TO ADVERTISE**  
**SALE OF CITY-OWNED**  
**PROPERTY**

Brandon Shelby, City Attorney, reported City staff have reviewed property owned by the city and have identified a number of tracts considered “surplus” because the City owns them, but they are not being used for a public purpose. Among these properties are the Youth Center on Washington Street and the TXDOT building on Highway 1417. Mr. Shelby stated permission is being requested to move forward and identify ways to sell these properties and generate revenue for the City.

Council Member Couch inquired how the city goes about placing these properties up for sale. Mr. Shelby stated it depends on how the property was acquired. If the City owns the property outright and did not obtain it from eminent domain, it is placed up for bid. He explained the property is advertised on the website and in the newspaper, the City then accepts sealed bids opening all bids on the same day and selling the property to the highest bidder.

Council Member Couch also asked how many properties the City has acquired through eminent domain. Mr. Shelby stated he does not know of any of them specifically on the list, but deed records would be checked as the City has had some of the properties for a very long time. Mr. Hefton added most of the properties are vacant lots, but a few do have structures on them, which he feels confident were not acquired through eminent domain, such as the Youth Center and the Armory.

Council Member Davis asked if most of the lots are residential, to which Mr. Hefton replied yes, they are primarily residential lots. Mr. Hefton noted some properties on this list may be pulled back as they are in the flood plain and the City does not want to sell lots in the flood plain, as we do not want homes built in those areas. He noted at this time, Council approval is being sought on all lots listed and the staff will cull through to determine which ones will be sent out for bids.

**ACTION TAKEN.**

Motion by Council Member Davis to approve the request to advertise for the sale of City-owned surplus real property, as presented. Second by Council Member Couch.

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

VOTING NAY: None.

MOTION CARRIED.

CHANGE ORDER NO. 1

THE EROSION PROTECTION FOR HUNT STREET PROJECT;  
EAST VALLEY GOLF, LTD. DBA REVEGETATION  
SERVICES: \$3,022.00 DECREASE

The City Council approve Change Order No. 1, in the amount of a \$3,022 decrease, to East Valley Golf, LTD, dba Revegetation Services, for the Erosion Protection for Hunt Street Project.

CHANGE ORDER  
HUNT ST EROSION  
PROTECTION  
PROJECT

This is a final reconciliatory change order to adjust the final project quantities, and covers the cost of additional concrete flume, concrete curb asphalt, and paving adjustments. The change order results in a \$3,022 decrease in the contract amount, yielding a final contract price of \$158,530.

CONSENT AGENDA.

OTHER BUSINESS

CONSIDER THE ABATEMENT OF SUBSTANDARD  
STRUCTURES AT THE FOLLOWING LOCATIONS:

- 1323 EAST CHERRY (EAST SIDE ADDN, BLOCK 2, LOT PT 2), LIVIA RICKETTS DOUGLAS, OWNER
- 817 EAST LAMAR (CHAFFINS 1<sup>ST</sup> ADDN, BLOCK 11, LOT 9 & 10), MARSHALL D. FULMER, OWNER
- 905 SOUTH WILLOW (ELLIOTTS W ADDN, BLOCK 20, LOT 3 & 4, 50X140, ACRES .1607), ELVIRA RAVELO, OWNER
- 1818 SOUTH MONTGOMERY [SOUTHSIDE ADDN (REPLT BLK 19), BLOCK 19, LOT 5], DONALD ELMO LANKFORD ESTATE, OWNER
- 518 SOUTH VADEN (HAZELWOOD & VADEN ADDN, BLOCK 5, LOT 10), MARTIN GOMEZ, OWNER
- 1525 NORTH SHANNON (SHANNON R E 1<sup>ST</sup> ADDN, BLOCK 3, LOT PT 1), CECIL R. CROCKETT, OWNER
- 209 EAST COLLEGE (G-0763 McANAI R J B, 42 X 170.5), LEOBARDO RAMIREZ, OWNER

SUBSTANDARD  
STRUCTURES  
ABATEMENT

Don Keene, Assistant City Manager, reminded the Council the objective of the Substandard program is to encourage property owner maintenance, to reduce the blight and provide a healthier and safer city. He noted earlier this year, the City changed the ordinance and eliminated the Substandard Structure Commission and made it so the City staff may conduct a detailed inspection to determine if these structures are substandard, which most likely indicates they are a health and safety hazard to the City. The City mails out a notice and a form, which will allow the property owner to agree to allow the City to demolish the structure for them at no cost to them. Mr. Keene stated the City has had success with this process, however, there are a number of property owners that we hear nothing back from and they are referred to as "absentee ownership". He noted the list presented tonight is the first list of the properties that have been through the process and we have not received response

from. Mr. Keene noted the intention is to bring these list to the Council from time to time as needed. At this time, there are seven (7) properties to be discussed tonight. The City Council meetings provide the opportunity for a public hearing, allowing any of the owners who have not responded, to come and speak to the Council and be heard.

Mr. Keene reported year-to-date, there have been eleven (11) substandard structures taken down, five (5) with contracts in place waiting to be taken down and these seven (7) structures being discussed tonight. With the funds the City has received for the Substandard Structure Program, we will be providing assistance in the removal of approximately 20+ structures in 2016. The City feels we are being progressive, but still considering the private property rights of the owners. The goal is to not always tear things down, but to get the structures up to a safe and healthy standard or provide a mechanism to get them removed for the good of the entire City.

Mr. Keene introduced Moises Duran, new to the City and responsible to help coordinate and facilitate the Substandard Structure Program. Mr. Keene also recognized Teresa Caudle, Community Development Coordinator and Byrle White, P&Z Inspector, noting they have been instrumental in getting this program revived and moving forward with good progress.

Council Member Davis asked if these structures are vacant and have been deemed as uninhabitable. Mr. Keene stated yes, the structures are all vacant, utilities have been checked and the structures have been deemed very substandard, as far as health and safety hazard.

Mayor Plyer opened the floor for discussion regarding the seven (7) substandard structures being addressed tonight.

**817 EAST LAMAR**

Mr. Marshall Fulmer addressed the Council as owner of the property at 817 E. Lamar. He began by stating he agrees his property is substandard and explained the extent of damage he is aware of. He noted after speaking with Teresa Caudle several weeks back, he has been unable to begin any repairs due to rain delays. He does however, plan to start by removing the roof, evaluating the property to determine if he will be able to afford the needed repairs and then make a decision. The notification process was discussed with Mr. Fulmer and he denied receiving the initial notice in January of this year, but stated he was made aware of the substandard concern in approximately March and then spoke with Ms. Caudle. He is requesting an additional thirty (30) days to conduct an evaluation to determine if he will be able to bring his property up to code and if he cannot, understands it will need to be torn down.

Council Member Davis asked what the procedure is if a

property owner request additional time.

Robby Hefton noted the City has done everything required prior to removing the substandard structure and is under no obligation to grant an extension. Without an extension, this property would be added to list to be removed. If the extension request is granted, the City staff would monitor progress within the specific time limit provided to bring the structure to code.

Brandon Shelby noted the City Council is essentially now the Substandard Structure Committee and may set specific time frames if extensions are granted.

The Council discussed concerns regarding Mr. Fulmer's delay in contacting the city regarding his notification of substandard structure.

Council Member Tammy Johnson inquired what Mr. Fulmer felt he could accomplish in thirty (30) additional days.

Council Member Watt stated one must consider how it is to live next door to these types of substandard properties and the rodents that come with that.

There was also discussion with the regards to the potential value of the property being higher if the structure was removed by the City, the lot cleared and the property was able to be sold by the owner.

Mr. Ronald Aycock, homeowner of 1808 Robin and 220 E. Houston, requested to speak to the Council on behalf of Mr. Fulmer. Mr. Aycock stated he is a disabled veteran, just as Mr. Fulmer is a disabled veteran. He expressed is disappointment that the City did not ask if Mr. Fulmer was a Veteran and then provide him information on help he could possibly obtain through the State or other organizations as a Disabled Veteran.

Council Member Davis stated Mr. Fulmer knew he was required to keep his property up to code.

Council Member Steele stated he too, is a disabled veteran, but noted it is not the responsibility of the City to provide Mr. Fulmer information on where he could possibly obtain Veterans assistance, as that is his responsibility. As an elected official, the Council Members are responsible to follow the Ordinances. He too questioned how much work Mr. Fulmer felt he could accomplish in the next thirty (30) days.

Mr. Aycock stated Mr. Fulmer must contact the state to obtain a loan and determine his options. He also noted he feels strongly he should speak for those Veterans in Sherman that he feels have been wronged.

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Mayor Plyler stated there is a point at which repairs exceed the value of the property and a loan may not be an option if that is the case.

Mayor Plyler also suggested this substandard structure be pulled from the current list until the next City Council meeting, allowing him time to speak with Congressman Ratcliff's office and determine if a veteran representative can assist Mr. Fulmer.

**ACTION TAKEN**

Motion by Council Member Davis to table the decision regarding the substandard structure located at 817 E. Lamar Street, which will be reconsidered in two weeks, at the next City Council Meeting. Second by Council Member Steele.

VOTING AYE: Davis, Johnson, Steele.

VOTING NAY: Couch, Watt.

MOTION CARRIED.

**1323 E CHERRY**

Mr. Rodney Ricketts addressed the council. He stated this house was given to him by his sister and he is in the process of legally changing ownership. He noted he has recently hired individuals to help him with repairs. The house has currently been boarded up and no one has lived there for over two (2) years since his sister became ill.

Council Members and the City Manager strongly encouraged Mr. Ricketts to consider the significant expense it will take to attempt to bring the property up to code in the time required and after all the expense, it still may be substandard and have to be torn down, leaving Mr. Ricketts in a worse financial position than before he started. It was strongly suggested that Mr. Ricketts work with a contractor to obtain a cost projection to determine if the structure is worth the cost of repair. It may be worth more as a vacant lot.

**ACTION TAKEN**

Motion by Council Member Watt to table the decision regarding the substandard structure located at 1323 E. Cherry, which will be reconsidered in two weeks, at the next City Council Meeting. Second by Council Member Couch.

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

VOTING NAY: None.

MOTION CARRIED.

Robby Hefton noted at this time, Rodney Ricketts is not the legal owner of the property at 1323 E. Cherry, which could take weeks to complete that process. Council Member Davis and Brandon Shelby stated if there are no liens, he should be able to obtain a Deed. Mr. Hefton encouraged Mr. Ricketts to begin work to obtain legal ownership as soon as possible.

1525 E SHANNON

Mr. Cecil Crockett addressed the council regarding his garage structure in the back of his property. He noted he has spoke with two separate contractors regarding removal of the burned roof and his wish to replace with a metal roof. One contractor stated the walls can be saved and the roof replaced. He is requesting additional time to remove the old cars and rehabilitate the structure by replacing the roof.

Robby Hefton advised that the City Inspector reported concerns of not only the roof, but the integrity of the walls.

Council Member Couch asked how much time Mr. Crockett needed to bring to code. Mr. Crockett stated he would like to clear it off. Council Member Couch reminded Mr. Crockett that the City is prepared to clear it completely off for him, at no cost.

Don Keene asked Mr. Crockett if he meant he wanted to clear it all off or leave the walls. Mr. Crockett stated if the contractors feel the walls are good, he would like to keep the walls if worth saving.

Scott Shadden noted a structural engineer would need to certify the walls are still safe.

Council Member Davis suggested Mr. Crockett get a structural engineer to inspect the walls in the next two weeks and if deemed unsafe, the City can clear it off for him at no cost to him.

Mr. Crockett expressed concern there was not enough room for heavy equipment to be brought in to remove the structure. Robby Hefton assured Mr. Crockett the City would take whatever steps were necessary to keep him safe and to keep his property safe.

Don Keene stated if the intergrity of the walls is found to be unsafe, the City would take everything down, roof and walls and haul everything off, clearing the property.

Mr. Crockett stated he hated to see the brick go to waste. Council Member Davis asked if Mr. Crockett wanted the brick and he stated yes. Mr. Hefton stated the City could leave the uncleaned brick and place the bricks in a general location out of the way and preventing a health or safety hazard.

Mr. Crockett asked where he could locate a structural engineer. Robby Hefton stated the City could provide him names of structural engineers, but cannot recommend anyone. Mr. Hefton also noted Mr. Crockett must contact a structural engineer and have the property evaluated before the next council meeting in two weeks. Don Keene stated he will have names for Mr. Crockett tomorrow.

**ACTION TAKEN**

Motion by Council Member Davis to table the decision regarding the substandard structure located at 1525 E. Shannon, which will be reconsidered in two weeks, at the next City Council Meeting. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

**ACTION TAKEN.**

Motion by Council Member Steele to approve the abatement of substandard structures as presented, except for those at 1323 E. Cherry Street, 817 E. Lamar Street, and 1525 N. Shannon Street, which will be reconsidered in two weeks, at the next City Council Meeting. Second by Council Member Watt.

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

VOTING NAY: None.

MOTION CARRIED.

REPLAT APPROVAL OF BLOCK 6 OF EXSTEIN'S MAPLE ADDITION, BEING 3.897 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 AND BEING ALL OF BLOCK 6, EXSTEIN'S MAPLE ADDITION; SAPPHIRE GROUP, LLC, OWNERS; KYLE BOOTHE, REPRESENTATIVE; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR (317-415 NORTH WOODS, 308-420 NORTH SAM RAYBURN FREEWAY, AND 703-721 WEST PECAN)

**ACTION TAKEN.**

Motion by Council Member Couch to approve a Replat of Block 6 of Exstein's Maple Addition, being 3.897 acres in the J.B. McAnair Survey, Abstract No. 763 and being all of Block 6, Exstein's Maple Addition, as presented. Second by Council Member Davis.

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

VOTING NAY: None.

MOTION CARRIED.

FINAL PLAT APPROVAL OF BOB ALLEN ADDITION, BEING 7.96 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763; TRINITY BAPTIST CHURCH AND GRAYSON BAPTIST ASSOCIATION, OWNERS; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (2515, 2605, 2613, AND 2627 LOY LAKE ROAD)

The City Council approved the Final Plat of the Bob Allen Addition, a 7.96 acre tract located at 2515, 2605, 2613, and 2627 Loy Lake Road.

APPROVE FINAL PLAT  
BOB ALLEN ADDITION  
(2515, 2605, 2613, &  
2627 LOY LAKE RD)

The property is zoned R-1 (One Family Residential) District and the owners, Trinity Baptist Church and Grayson Baptist Association, would like to plat the property into four lots to see some of the lots.

COUNCIL MINUTES – JUNE 6, 2016

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

CONSIDER SCHEDULING A JOINT MEETING OF THE CITY COUNCIL AND THE SHERMAN INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES FOR 11:30 A.M. ON THURSDAY, JUNE 23, 2016, FOR A STRATEGIC PLANNING SESSION

SET JOINT MEETING WITH CITY COUNCIL & SISD BOARD OF TRUSTEES

ACTION TAKEN.

Motion by Council Member Johnson to schedule a Joint Meeting of the City Council and the Sherman Independent School District Board of Trustees for June 23, 2016, at 11:30 a.m., as presented. Second by Council Member Watt.

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

VOTING NAY: None.

MOTION CARRIED.

CONSIDER REQUEST OF THE UNITED WAY OF GRAYSON COUNTY TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE “UNITED WAY HUSTLE FOR HEALTH” ON SATURDAY, AUGUST 13, 2016

CLOSE STREETS UNITED WAY HUSTLE FOR HEALTH

The City Council approved the request of United Way of Grayson County to temporarily close certain streets for the “United Way Hustle for Health” on August 13, 2016. The event will include a 5K/10K and Mini K fun. They are also requesting the closure of Rusk Street in front of the Municipal Building from 8:00 a.m. until 9:00 a.m.

The City's assistance with traffic control, barricades, and the labor and equipment for the traffic control assistance will be needed.

CONSENT AGENDA.

CONSIDER CALLING A SPECIAL MEETING OF THE CITY COUNCIL FOR TUESDAY, JULY 5, 2016, DUE TO CONFLICT WITH A FEDERAL HOLIDAY

SET CALLED MEETING FOR JULY 4<sup>TH</sup> HOLIDAY

The City Council approved the request to schedule a Called Special City Council Meeting for Tuesday, July 5, 2016, due to a conflict with a Federal holiday.

CONSENT AGENDA.

CITIZENS REQUESTS

CITIZENS REQUESTS

There were no citizens requests.

MEDIA QUESTIONS

MEDIA QUESTIONS

There were no media questions.

APPOINT / REMOVE OR CONSIDER QUALIFICATION TO BOARDS AND COMMISSIONS  
CIVIL SERVICE COMMISSION (1)

CIVIL SERVICE COMMISSION

ACTION TAKEN.

Motion by Council Member Steele to reappoint Lee Salinas to the Civil Service Commission for a term from June 8, 2016 to June 8, 2019. Second by Council Member Davis.  
VOTING AYE: Couch, Davis, Johnson, Steele, Watt.  
VOTING NAY: None.  
MOTION CARRIED.

**COUNCIL COMMENTS**

Council Member Couch applauded Sarah McRae, Tourism and Main Street Manager, for her hard work with Hot Summer Nights.

Council Member Steele recognized and applauded the Sherman Police Department for their work in helping his Assistant locate stolen property in a timely manner. Great Police Department and great Detective work.

Council Member Davis stated he attended the First Annual Fire Department picnic this past weekend with the City's fireman and their families. He applauded Chief Jones for the event, noting these types of events are great for morale and good to have.

Council Member Watt stated today is the 72<sup>nd</sup> anniversary of Normandy and a lot of military lost their lives that day. He also thanked Mr. Aycock for stepping forward to represent a fellow Veteran, noting that is what brotherhood is all about. He encouraged everyone to remember the members of the military in your prayers.

Council Member Johnson applauded Sarah McRae and her team for a job well done with Hot Summer Nights. She also noted Hot Summer Nights continue this week with "Shiny Ribs" performing.

Mayor Plyler also thanked Sarah McRae, Steve Ayers and everyone who has worked so hard to put on Hot Summer Nights. He stated he looks forward to this week's event as well.

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

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

SECTION 551.087

DELIBERATE REGARDING  
ECONOMIC DEVELOPMENT  
NEGOTIATIONS:  
DELIBERATE REGARDING  
COMMERCIAL OR FINANCIAL  
INFORMATION THAT THE CITY

**COUNCIL COMMENTS**

**EXECUTIVE SESSION**

HAS RECEIVED FROM A  
BUSINESS PROSPECT AND  
DELIBERATE ANY OFFERS OR  
INCENTIVES TO THE BUSINESS  
PROSPECT

Mayor Plyler said no Executive Session was needed.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at  
6:36 p.m.

ADJOURNMENT

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MAYOR

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CITY CLERK



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. B. 1.**

**Meeting Date:** 07/05/2016

**Prepared By:** Brandon Shelby, City Attorney

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**INTRODUCTION AND FIRST PUBLIC HEARING OF ORDINANCE NO. 5958**

Implementing a Temporary Moratorium on Building Permits for New Construction or Modifications within 500 feet of F.M. 691 and S.H. 289 in the City Limits of the City of Sherman, Texas; Providing for the Following Findings of Fact; Enactment; Provisions, including Purpose; Scope; Definition; Prohibitions; Waiver; Appeals Process; and Enforcement, including Criminal Fines not to exceed \$2,000.00 and Civil Penalties not to exceed \$1,000.00 per Violation; Providing for an Effective Date

**Issue:**

To consider declaring a 90-day moratorium on construction within 500 feet of F.M. 691 and S.H. 289 in the Sherman city limits and reviewing those areas for the development of Overlay Districts

**Background:**

The development around highways offers significant economic opportunities for the city and its citizens. Local highways provide easy access linkages within the city to nearby communities and to the entire U.S. highway system. The development standards will make the city a more desirable place to live and conduct business. It is important that the development of our highways be controlled through careful planning and foresight to achieve the greatest positive benefits for the city. The intent of the F.M. 691 and S.H. 289 Overlay District development area standards is to ensure that highway development occurs in a manner which promotes safety while presenting an attractive appearance and assures compatible land uses according to consistent design guidelines. Regulation of land use patterns has traditionally been the major tool used to shape the urban environment. The particular use that takes place at a certain location affects the design and specific development of land uses. In many cases, a particular use can be incompatible and offensive to its neighbors and the city as a whole, or, if carefully and properly designed, that same use can be an attractive and welcome activity. This emphasis on how uses are designed and developed is the focus of the overlay district development standards. The proposed F.M. 691 and S.H. 289 Overlay District development areas are those areas inside the city limits and adjacent to F.M. 691 and S.H. 289 and being five hundred (500) feet on either side of said right-of-way. The overlay applies to commercial and multifamily developments only.

Texas Local Government Code Section 212.134 governs the procedure for implementing a moratorium. In addition to this public hearing, there must be a public hearing with the Planning and Zoning Commission. There must also be an additional reading of the Ordinance by the Council. The adoption of the Ordinance must take place no more than twelve days after this, the first reading.

**Origination:**

Mayor David Plyler and City Manager Robby Hefton

**Financial Consideration:**

This agenda item has no financial impact.

**Staff Recommendation:**

It is recommended that the City Council introduce and hold the first public hearing on the proposed Ordinance to implement a temporary 90-day moratorium on development within 500 feet of F.M. 691 and S.H. 289.

**Alternatives:**

None recommended

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**Attachments**

Ordinance No. 5958

Location Map

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**ORDINANCE NO. 5958**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, IMPLEMENTING A TEMPORARY MORATORIUM ON BUILDING PERMITS FOR NEW CONSTRUCTION OR MODIFICATIONS WITHIN 500 FEET OF F.M. 691 AND S.H. 289 IN THE CITY LIMITS OF THE CITY OF SHERMAN, TEXAS; PROVIDING FOR THE FOLLOWING FINDINGS OF FACT; ENACTMENT; PROVISIONS, INCLUDING PURPOSE; SCOPE; DEFINITION; PROHIBITIONS; WAIVER; APPEALS PROCESS; AND ENFORCEMENT, INCLUDING CRIMINAL FINES NOT TO EXCEED \$2,000.00 AND CIVIL PENALTIES NOT TO EXCEED \$1,000.00 PER VIOLATION; PROVIDING FOR AN EFFECTIVE DATE; 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.**

**WHEREAS**, the City Council of the City of Sherman, Texas, finds that development around highways offers significant economic opportunities for the city and its citizens; and

**WHEREAS**, local highways provide easy access linkages within the city to nearby communities and to the entire U.S. highway system; and

**WHEREAS**, development standards make the city a more desirable place to live and conduct business; and

**WHEREAS**, it is important that the development of our highways be controlled through careful planning and foresight to achieve the greatest positive benefits for the city; and

**WHEREAS**, the City intends to explore the development of a F.M. 691 and S.H. 289 Overlay District to ensure that highway development occurs in a manner which promotes safety while presenting an attractive appearance and assures compatible land uses according to consistent design guidelines; and

**WHEREAS**, regulation of land use patterns has traditionally been the major tool used to shape the urban environment; and

**WHEREAS**, the particular use that takes place at a certain location affects the design and specific development of land uses; in many cases, a particular use can be incompatible and offensive to its neighbors and the city as a whole, or, if carefully and properly designed, that same use can be an attractive and welcome activity; this emphasis on how uses are designed and developed is the focus of the overlay district development standards; and

**WHEREAS**, the proposed F.M. 691 and S.H. 289 Overlay District development areas are those areas inside the city limits and adjacent to F.M. 691 and S.H. 289 and being five hundred (500) feet on either side of said right-of-way; and

**WHEREAS**, the overlay applies to commercial and multifamily developments only; and

**WHEREAS**, the City Council seeks to preserve the *status quo* and adopt a Temporary Moratorium on building permits for new construction or modifications within five hundred (500) feet of F.M. 691 and S.H. 289 in the city limits of the City of Sherman, Texas; and

**WHEREAS**, pursuant to Texas Local Government Code Chapter 212, the City has authority to adopt a moratorium on property development and refrain from accepting permit applications and issuing authorizations for construction on real property in the area; and

**WHEREAS**, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS**, the City Council finds that a Temporary Moratorium on certain permits in the city limits is reasonable, necessary, and proper for the good government of the City of Sherman, Texas;

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

**SECTION 1. Findings of Fact.** That the foregoing recitals are incorporated into this ordinance by reference as legislative findings of fact as if expressly set forth herein.

**SECTION 2. Enactment.** That the City of Sherman hereby enacts this ordinance in order to implement a Temporary Moratorium on the issuance of certain permits in the city limits as specified herein.

**SECTION 3. Provisions.**

**A. Definitions**

For the purposes of this Temporary Moratorium, the terms, words, and the derivations thereof shall be defined as in the City's Code of Ordinances or, if not in the Code, as defined by ordinary and common usage.

**B. Purpose**

This Temporary Moratorium is being enacted to maintain the *status quo* and: (1) to assess the development standards for the proposed F.M. 691 and S.H. 289 Overlay District development areas inside the city limits and adjacent to F.M. 691 and S.H. 289 and being five hundred (500) feet on either side of said right-of-

way; and (2) to implement said development standards. This Temporary Moratorium shall be in effect for an initial period of ninety (90) days unless terminated sooner by the City Council. It may be modified or extended by majority vote of the City Council.

**C. Scope**

1. This Temporary Moratorium applies to certain permits in the city limits.
2. This Temporary Moratorium does not apply to the following:
  - (a) **Pending Projects**  
Projects for which complete applications for all building permits for the proposed project were on file with the City on or before the effective date of this Temporary Moratorium.
  - (b) **Projects with Permits**  
Projects for which the City has already granted all permits for the project before the effective date of this Temporary Moratorium.

**D. Prohibitions**

The City will neither accept nor process applications for these permits:

1. **Building Permits:** The City's acceptance, review and approval of building permits for construction of new structures, the modification of existing structures, and projects increasing the existing footprint of structures, and construction of new swimming pools, as defined by the City's Code, in the city limits is hereby temporarily suspended and prohibited.
2. **Site Plans:** The City's acceptance, review and approval of all site plans in the city limits is hereby temporarily suspended and prohibited.
3. **Site Clearance:** The City's acceptance, review and approval of permits for site clearance, excavation grading or filling for projects in the city limits is hereby temporarily suspended and prohibited.
4. **Subdivisions:** The City's acceptance, review and approval of plat applications, site plans, concept plans, and construction plans for projects in the city limits related to construction of new structures, laying out of lots for development of a new residential subdivision, increasing the number of lots for an existing residential subdivision, or construction of new non-residential commercial space is hereby temporarily suspended and prohibited.

**E. Waiver**

A Waiver for relief of hardship caused by this Temporary Moratorium may be made in writing to the Board of Adjustments within ten (10) days of having an application denied by the City. Waivers may be granted by the Board of Adjustments when the Board determines in writing that one (1) or more of the conditions listed below are satisfied:

**1. Undue Hardship**

- (a) The applicant shall otherwise suffer undue hardship, that being something beyond or in addition to financial hardship;
- (b) The current regulations are adequate to address the particular type of development and construction proposed by the applicant;
- (c) It is in the public interest to allow a limited exception to the Temporary Moratorium in the particular instance; and
- (d) Authorizing the waiver will not adversely impact neighboring properties.

**2. Development Agreement**

The tract is subject to a valid, written development agreement between the property owner and the City pursuant to which all land use and development matters are addressed.

**3. Pending Projects**

Complete applications for all building permits for the proposed project (as specified in the application for the building permit) were on file with the City on or before the Effective Date of this Temporary Moratorium.

**4. Projects with Permits**

The City has already granted all permits for the project (as specified in the application for the building permit) before the Effective Date of this Temporary Moratorium.

**F. Appeals Process**

**1. Application**

An application for a Waiver must be submitted to the City detailing in writing how the project is eligible for a Waiver, including written descriptions and graphic illustrations.

**2. Agenda**

Completed applications for Waivers will be placed on the agenda for the next available Board of Adjustments meeting. Applications must be submitted at least ten (10) business days prior to the meeting.

**G. Enforcement**

**1. Civil & Criminal Penalties**

The City shall have the power to administer and enforce the provisions of this Ordinance as may be required by governing law. Any person violating any provision of this Temporary Moratorium is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

**2. Criminal Prosecution**

Any person violating any provision of this Ordinance shall, upon conviction, be fined a sum not exceeding two thousand dollars (\$2,000.00). Each day that a provision of this Ordinance is violated shall constitute a separate offense. An offense under this section is a misdemeanor.

**3. Civil Remedies**

Nothing in this Ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this Ordinance and to seek remedies as allowed by law and/or equity. Civil fines may not exceed one thousand dollars (\$1,000.00). Each day that a provision of this Ordinance is violated shall constitute a separate offense.

**SECTION 4.** That this ordinance shall be effective immediately upon passage and publication.

**SECTION 5.** 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 6.** That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 7.** That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

**FIRST READING** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**2ND READING** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ADOPTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**EFFECTIVE DATE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF SHERMAN, TEXAS**

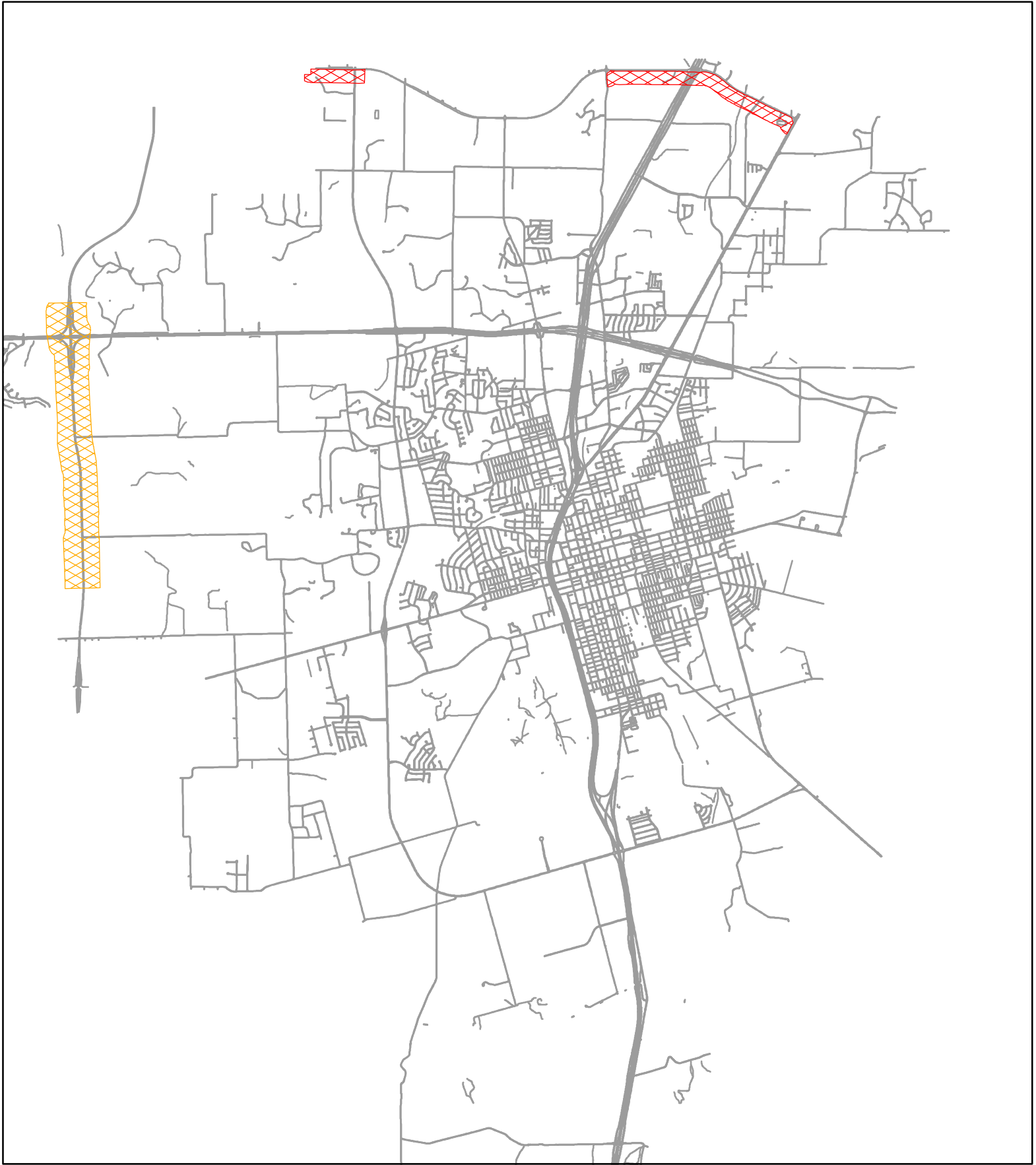
**BY:** \_\_\_\_\_  
**DAVID PLYLER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY:** \_\_\_\_\_  
**BRANDON S. SHELBY,  
CITY ATTORNEY**



## Proposed FM Highway 691 and State Highway 289 Overlay Districts

**Sherman**  
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas  
Developmental Services Department

### Legend

Transportation Corridor Proposed

HWY\_NAME

FM 691

SH 289



NOT TO SCALE

1 inch = 6,667 feet



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. B. 2.**

**Meeting Date:** 07/05/2016

**Prepared By:** Pamela Cloer, Assistant to the City Manager

**Approved By:** Robby Hefton, City Manager

---

**Caption:**

**CONSENT AGENDA**

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

**Issue:**

**C. 3.     \* RESOLUTION NO. 6101**

Authorizing the Execution of a Deed for the Resale of a Property within the Sherman City Limits Seized for Delinquent Taxes

**C. 4.     \* RESOLUTION NO. 6102**

Awarding a Bid to and Authorizing Execution of a Contract with Lynn Vessels Construction, LLC. for the Sherman Water Treatment Plant East Sludge Basin Cleanout

---



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. C. 1.**

**Meeting Date:** 07/05/2016

**Prepared By:** Brandon Shelby, City Attorney

**Approved By:** Robby Hefton, City Manager

---

**Caption:**

**RESOLUTION NO. 6099**

Authorizing the Execution of an Unimproved Property Contract with West Canyon Creek Properties, LTD. for the Purchase of 26.333 Acres of Land Adjacent to Canyon Creek Drive

**Issue:**

To consider a contract for the purchase of a 26.333 acre unimproved tract of land adjacent to Canyon Creek Drive

**Background:**

In order to meet the growing need for park space for recreational sports use, the City has negotiated the purchase of 26.333 acres of land to be dedicated for park use.

**Origination:**

City Manager's Office

**Financial Consideration:**

The contract reflects a purchase price of \$180,000.00 for the tract of land adjacent to Canyon Creek Drive. The purchase is being funded through bonds issued by the City in August.

**Staff Recommendation:**

It is recommended that the City Manager be authorized to execute the Unimproved Property Contract to purchase the 26.333 acre unimproved tract of land adjacent to Canyon Creek Drive.

**Alternatives:**

Those as may be recommended by the City Council

---

**Attachments**

Resolution No. 6099

Unimproved Property Contract

Location Map - Aerial

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**RESOLUTION NO. 6099**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN UNIMPROVED PROPERTY CONTRACT WITH WEST CANYON CREEK PROPERTIES, LTD. FOR THE PURCHASE OF 26.333 ACRES OF LAND ADJACENT TO CANYON CREEK DRIVE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City Manager be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Unimproved Property Contract with West Canyon Creek Properties, LTD. for the purchase of a 26.333 acre tract of land adjacent to Canyon Creek Drive, in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

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

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF SHERMAN, TEXAS**

**BY: \_\_\_\_\_**  
**DAVID PLYLER, MAYOR**

**ATTEST:**

**BY: \_\_\_\_\_**  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY: \_\_\_\_\_**  
**BRANDON S. SHELBY,  
CITY ATTORNEY**



## UNIMPROVED PROPERTY CONTRACT



**1. PARTIES:** WEST CANYON CREEK PROPERTIES, LTD.,

hereinafter referred to as "Seller", agrees to sell and convey to:

CITY OF SHERMAN (In Grayson County, Texas),

hereinafter referred to as "Purchaser", and Purchaser agrees to pay for and buy from Seller the property described below.

**2. PROPERTY:** The property sold by and under this "UNIMPROVED PROPERTY CONTRACT" (hereinafter referred to as the "Contract") is called the "Property" or "Subject Property" and consists of that real property situated in Grayson County, Texas, as follows:

All of Seller's right, title and interest in that certain 26.333 Acres tract of land, more or less, being out of that certain 111.56 Acres tract of land, more or less, situated in the JAMES H. VADEN SURVEY, Abstract No. 1288, in the City of Sherman, Grayson County, Texas, and the said 26.333 Acres tract of land being more particularly depicted as TRACT 6 in the hereto-attached Final Plat called Exhibit "A", which Exhibit "A" is incorporated herein by this reference and made a part hereof for all purposes; and

The Property is sold "As Is", subject to Purchaser's right to approve and accept any title exceptions, restrictions, easements, etc., if any. Purchaser shall have the right to conduct environmental and other surveys and studies to meet Lender's requirements, which shall be at Purchaser's cost and expense.

**3. SALES PRICE:** At or before Closing, Purchaser agrees to pay to Seller the following Sales Price for the Property as follows:

A. The Sales Price of:..... \$ See Ex. B.

B. The Sales Price shall be as more particularly described in the hereto attached Sales Price Agreement called Exhibit "B", which Exhibit "B" is incorporated herein by this reference and made a part hereof for all purposes (Subject to Par. 4).

**4. FINANCING:** No financing is necessary as Purchaser shall pay the agreed Sales Price from its own funds on hand.

**5. EARNEST MONEY:** Not later than three (3) days after the execution and effective date of this Contract, Purchaser shall deposit or cause to be deposited the sum of **\$5,000.00**, as Earnest Money for this Contract with Seller, and Not later than three (3) days after the execution and effective date of this Contract, Purchaser or Seller shall cause this Contract to be receipted by SENDERA TITLE, INC, Attention: Escrow Officer, Tel. (817) 263-4445, address: 2936 West 7<sup>th</sup> Street, Fort Worth, Texas 76107, as the Escrow, Title & Closing Agent for this proposed transaction.

**6. TITLE POLICY & SURVEY:** Seller shall furnish to Purchaser an Owner's Title Policy and most recent surveys of the Subject Property, and which Title Policy shall include the standard printed exceptions to title, except for "shortages in area" which shall be certified by a survey acceptable to the Title Company. Purchaser may object in writing to defects, exceptions, or encumbrances to title or survey which objection must be within ten (10) days of receipt, after which Seller shall have such time as may be necessary to correct the objection(s). Any additional time required to cure or correct objections shall extend the term of this Contract.

**7. CLOSING AND CLOSING EXPENSES:**

The Closing shall take place as provided for in Special Provisions.

**A. Seller shall provide and pay for the following:**

1. A Special Warranty Deed conveying good and marketable title free and clear from any encumbrances and furnish possession to Purchaser;
2. Any and all property taxes to be paid and/or assumed by Purchaser at Closing;
3. ½ cost of Title Insurance, if required by Purchaser;
4. Seller's Attorney's fees to prepare the Deed & Seller's paperwork;
5. Any other normal Seller expenses.

**B. Purchaser shall provide and pay for the following:**

1. Cash required for Closing and other cash from Purchaser obtained financing;
2. ½ cost of Title Insurance, if required by Purchaser;
3. Cost of any new surveys, environmental studies or other reports;
4. Purchaser's Attorney's fees to prepare any Purchaser's paperwork;
5. Any other normal Purchaser expenses, charges & fees;
6. Any and all property taxes will be assumed by the Purchaser at Closing.

**8. DEFAULT:**

**A. Purchaser's Default:** If Purchaser fails to comply with this Contract, Purchaser is in default and Seller may:

1. Terminate this Contract and receive the Earnest Money, less the independent consideration for the right to terminate, as liquidated damages, thereby releasing the parties from the Contract.
2. Seek specific performance of this Contract; or
3. In the event this Contract is terminated, payments made by Purchaser shall not be refunded.

**B. Seller's Default:** If Seller is unable or fails within the time allowed to deliver the Warranty Deed free and clear from encumbrances, Purchaser may:

1. Terminate this Contract and receive the Earnest Money; or
2. Seek specific performance of this Contract; or
3. extend the time as necessary for closing.

**9. ATTORNEY'S FEES:** All parties are responsible for their own attorney's fees. This

Paragraph shall survive the Closing.

**10. ESCROW:** At Closing, the Earnest Money shall be applied first to any cash down payment, then to Purchaser's closing costs, and any excess will be refunded to Purchaser. If both parties make written demand for the Earnest Money, Escrow Agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of Escrow Agent from all parties.

**11. DISPUTE RESOLUTION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation, and thereafter to arbitration and/or litigation and will equally share the costs of mutually acceptable mediator.

**12. AGREEMENT OF THE PARTIES:** This Contract is binding on the parties, their heirs, executors, administrators, legal representatives, successors, assigns, and nominees. This Contract is to be construed in accordance with the laws of the State of Texas. This Contract contains the entire agreement of the parties and may not be changed except by written agreement. If this Contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement. This Contract is assignable by the respective parties.

**13. TIME:** Time is of the essence in this Contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this Contract falls on a Saturday, Sunday or legal Holiday, the time of performance is extended until the end of the next day which is not a Saturday, Sunday or legal Holiday.

**14. CONTINGENCIES & SPECIAL PROVISIONS:**

Notwithstanding anything contained herein to the contrary, the following Special Provisions shall specifically control and be applicable to the purchase and sale of the Subject Property herein described.

**A. CLOSING:** It is agreed that Seller shall retain possession of all the Subject Property until the Closing, which Closing shall be the sooner of: (a) on or before July 31, 2016, or (b) within 30 days thereafter, subject to curing of all title objections and closing of Purchaser's proposed financing.

**B. PURCHASER TO CONDUCT SURVEYS:** Seller authorizes Purchaser to conduct surveys and other investigations of the Subject Property as Purchaser OR Purchaser's Lender may desire, including obtaining new survey, appraisal and inspection report of the Subject Property, soil tests, etc.

**C. CONTINGENCIES:** Purchaser's obligation to purchase this 26.333 acres tract of land, more or less, is further contingent upon (i) concurrent Owner's agreement to execute a separate ROW DEDICATION AGREEMENT and execution of a Conveyance of that certain Right-of-Way tract of land for the extension of Canyon Creek Drive.

**D. OTHER AGREEMENTS:** Purchaser and Seller agree to jointly participate in the all of the costs of development and construction the currently un-named street west and adjacent to the herein described 26.333 acres tract of land and the portion of Shady Oaks Lane which is

adjacent to the herein described 26.333 acres of land and not subject to the Developer Agreement authorized by City of Sherman Resolution No. 5856 and executed by the City of Sherman and West Canyon Creek Estates, Ltd. on or about May 19, 2014, in proportion to their respective interests, obligating the herein Purchaser with the herein described tract of the land being conveyed to Purchaser.

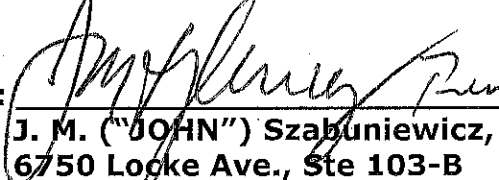
**15. FEASIBILITY PERIOD, TERMINATION OPTION:** There is NO feasibility period with this Contract, and Purchaser accepts the Subject Property "AS IS" and "WHERE IS" with all defects, if any.

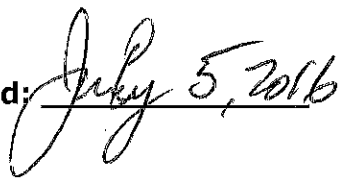
**16. BROKERS' FEES:** All obligations of the parties for payment of Brokers' fees, if any, are contained in separate written agreements, if any. There are no Broker's Fees.

**17. NOTICES:** All notices required from any one party to the other shall be either by mail or fax as per hereunder addresses, fax and email.

**18. EFFECTIVE DATE:** The effective date of this Contract for the purpose of performance of all obligations is the date after all parties execute this Contract.

**SELLER:**  
**WEST CANYON CREEK PROPERTIES, LTD.**  
**BY: WEST CANYON CREEK GP, INC.:**  
**Its General Partner:**

By:   
**J. M. ("JOHN") Szabuniewicz, President**  
**6750 Locke Ave., Ste 103-B**  
**Fort Worth, Texas 76116**  
**Tel.: (817) 771-9526**  
**Fax: (817) 420-9464**  
**E-Mail: drjohnmsz@yahoo.com**

Dated:   
**July 5, 2016**

**PURCHASER:**  
**CITY OF SHERMAN, GRAYSON COUNTY, TEXAS**  
**A Municipal Corporation:**

By: \_\_\_\_\_  
**Robby Hefton, City Manager**  
**220 Mulberry Street**  
**Sherman, Texas 75090**  
**Tel.: (903) 892-7201**  
**Fax: (903) 892-7355**  
**E-Mail: robbyh@ci.sherman.tx.us**

Dated: \_\_\_\_\_

**RECEIPT OF CONTRACT**

On this \_\_\_\_ day of \_\_\_\_\_, 2016, **SENDERA TITLE, INC.**, by the undersigned Authorized Agent and Escrow Officer of SENDERA TITLE CO., hereby acknowledges the receipt of this Contract, the UNIMPROVED PROPERTY CONTRACT, by and between **WEST CANYON CREEK PROPERTIES, LTD., AS SELLER, AND CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS PURCHASER** covering 26.333 Acres of Land, more or less, in Sherman, Grayson County, Texas.

**TITLE COMPANY ADDRESS:**

Address: 5320 Camp Bowie Blvd., Fort Worth, Texas 76107.  
Tel. (817) 632-6333; Fax (817) 632-6338.

\_\_\_\_\_  
Escrow Officer

**EXHIBIT "A"**

**(Attach Plat)**

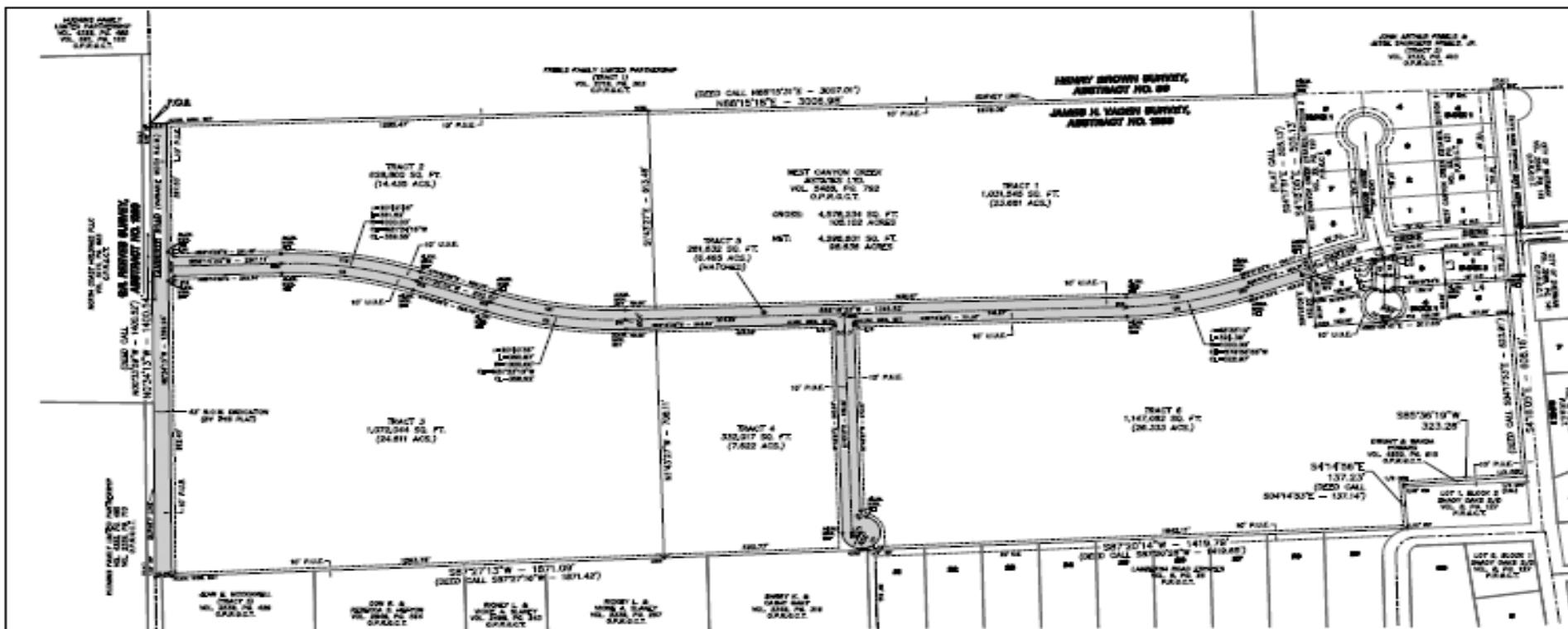
Plat

Approved By:

West Canyon Creek Properties, Ltd.

By: West Canyon Creek G.P. Inc.  
General Partner

By: J. M. Szaboniewicz, Pres.  
J. M. Szaboniewicz, Pres.



# **OWNER'S CERTIFICATE** **STATE OF TEXAS** **COUNTY OF GRIMM**

BEFORE ME, the undersigned authority, on this day personally appeared **DAVID L. BROWN, JR.**, 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.

Given under my hand and seal of office on this day of **APRIL**, 2016.

Notary Public in and for the State of Texas.

My Commission Expires on **04/01/2018**.

Subscribed and sworn to before me on this day of **APRIL**, 2016.

Notary Public in and for the State of Texas.

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Notary Public in and for the State of Texas.

# **OWNER'S CERTIFICATE OF DEDICATION**

BEFORE ME, the undersigned authority, on this day personally appeared **DAVID L. BROWN, JR.**, 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.

Given under my hand and seal of office on this day of **APRIL**, 2016.

Notary Public in and for the State of Texas.

My Commission Expires on **04/01/2018**.

Subscribed and sworn to before me on this day of **APRIL**, 2016.

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Notary Public in and for the State of Texas.

My Commission Expires on **04/01/2018**.

Subscribed and sworn to before me on this day of **APRIL**, 2016.

Notary Public in and for the State of Texas.

# **STATE OF TEXAS** **COUNTY OF GRIMM**

BEFORE ME, the undersigned authority, on this day personally appeared **DAVID L. BROWN, JR.**, 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.

Given under my hand and seal of office on this day of **APRIL**, 2016.

Notary Public in and for the State of Texas.

My Commission Expires on **04/01/2018**.

Subscribed and sworn to before me on this day of **APRIL**, 2016.

Notary Public in and for the State of Texas.

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Subscribed and sworn to before me on this day of **APRIL**, 2016.

Notary Public in and for the State of Texas.

Copyright 2016 Brown/Brown/Co., Inc. All Rights Reserved. This plat is the property of Brown/Brown/Co., Inc. Any reproduction or use of this plat without the express written permission of Brown/Brown/Co., Inc. is prohibited.

**DEVELOPER:**  
**CITY OF SHERMAN**  
**200 W. HILLCREST STREET**  
**SHERMAN, TEXAS 79701**

## **EXHIBIT "B"**

### **SALES PRICE AGREEMENT**

This SALES PRICE AGREEMENT sets forth the additional terms and conditions applicable to the Sale of the Property by Seller to Purchaser at Closing, and the Purchaser agrees as follows:

1. Purchaser obligates itself to pay the sum of: One Hundred Eighty Thousand Dollars and No Cents (\$180,000.00).
2. Purchase shall assume any and all property tax obligations.

Payable all cash at closing, SUBJECT TO Seller obtaining partial release of all liens and lien encumbrances, other than permitted exceptions to title.

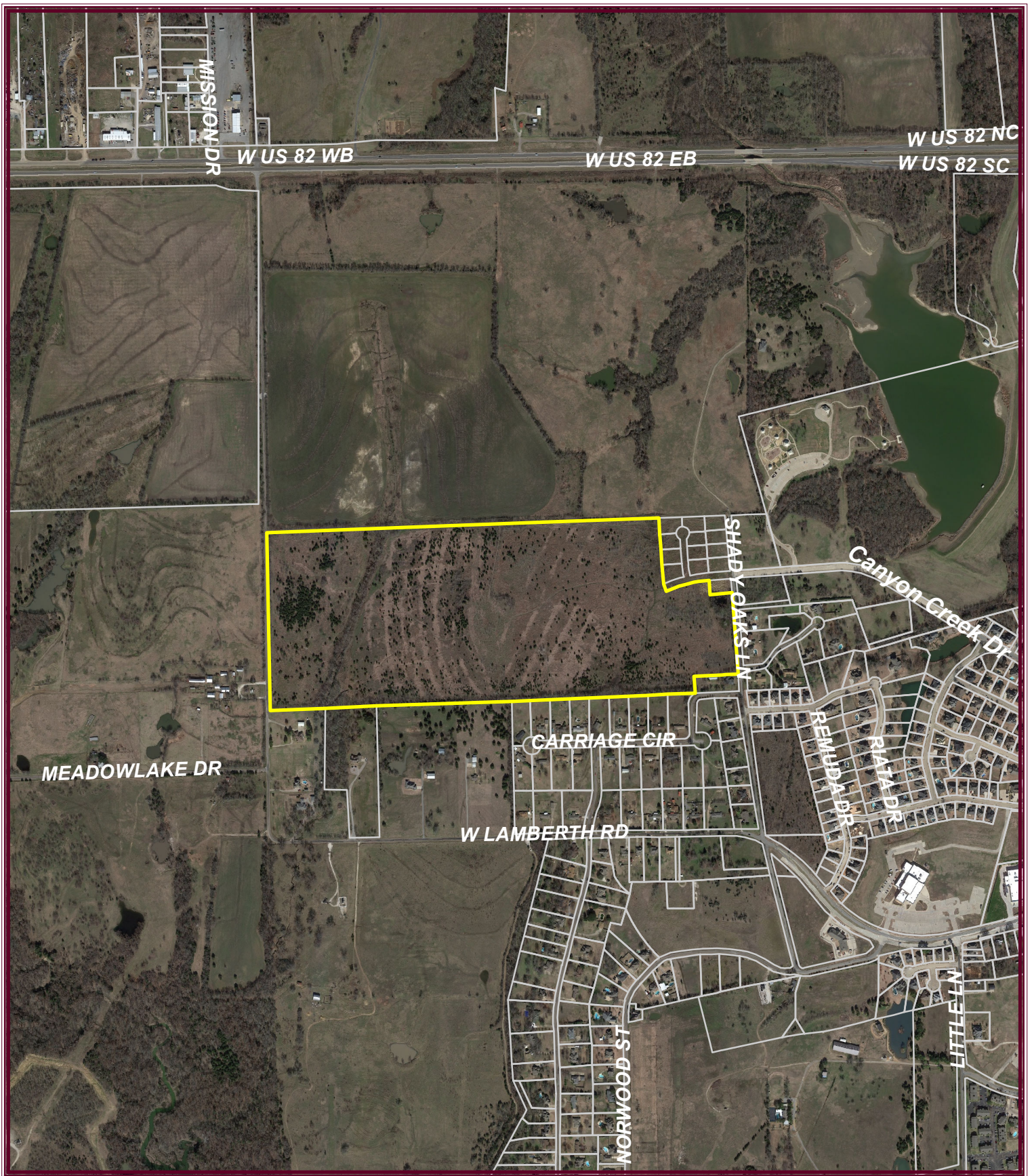
*Exhibit B.*

*Approved By:*

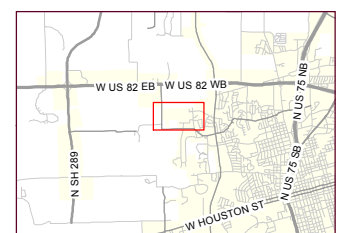
*West Canyon Creek Properties, Ltd.*

*By: West Canyon Creek GP, Inc.  
General Partner*

*By: J.M. Szaboniewicz Pres.  
J.M. Szaboniewicz, Pres.*



## City of Sherman Agenda Map





# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. C. 2.**

**Meeting Date:** 07/05/2016

**Prepared By:** Brandon Shelby, City Attorney

**Approved By:** Robby Hefton, City Manager

---

**Caption:**

**RESOLUTION NO. 6100**

Authorizing the Execution of a ROW Dedication Agreement with West Canyon Creek Properties, LTD. for the Extension, Development and Construction of Canyon Creek Drive

**Issue:**

To consider entering into a right-of-way dedication agreement to facilitate the City's extension, development and construction of Canyon Creek Drive

**Background:**

As a part of the agreement to purchase 26.333 acres of land for park use, the property owner has agreed to dedicate the right of way necessary to extend Canyon Creek Drive to Lamberth Road.

**Origination:**

City Manager's Office

**Financial Consideration:**

The City would be responsible for the costs to complete Canyon Creek Drive. Funding for this project would be from bonds issued by the City.

**Staff Recommendation:**

The staff recommends the City Manager be authorized to execute a ROW Dedication Agreement for the Canyon Creek Drive extension project.

**Alternatives:**

As may be directed by the City Council

---

**Attachments**

Resolution No. 6100

ROW Dedication Agreement

Exhibit "A" - Plat of Property

Location Map - Aerial

---

**RESOLUTION NO. 6100**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A ROW DEDICATION AGREEMENT WITH WEST CANYON CREEK PROPERTIES, LTD. FOR THE EXTENSION, DEVELOPMENT AND CONSTRUCTION OF CANYON CREEK DRIVE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute a ROW Dedication Agreement with West Canyon Creek Properties, LTD. in substantially the same form as presented at this meeting, for the extension, development and construction of Canyon Creek Drive, in accordance with the terms and provisions of the ROW Dedication Agreement and depicted on Exhibit "A", approved by the City Engineer and the City Attorney, attached hereto and incorporated herein for all purposes.

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

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF SHERMAN, TEXAS**

**BY: \_\_\_\_\_**  
**DAVID PLYLER, MAYOR**

**ATTEST:**

**BY: \_\_\_\_\_**  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY: \_\_\_\_\_**  
**BRANDON S. SHELBY,**  
**CITY ATTORNEY**

## **ROW DEDICATION AGREEMENT**

This **ROW DEDICATION AGREEMENT** (this "Agreement") is made and entered into effective this \_\_\_\_ day of July, 2016, (the "Effective Date"), by and among the **CITY OF SHERMAN**, a Municipal Corporation organized under the laws of the State of Texas (the "City"), and **WEST CANYON CREEK PROPERTIES, LTD.**, a Texas Limited Partnership (the "Owner"), being the Owner of that certain 111.56 Acres of land located within the city limits of the City of Sherman, Grayson County, Texas, (and collectively the "Parties"), and the Parties hereby agree to enter into this Agreement, for and in consideration of the mutual promises and covenants contained herein, according to and subject to the terms, conditions, provisions, and agreements, as hereinafter set forth.

### **WITNESSETH:**

**WHEREAS**, the City recognizes the importance of its continued role in local economic development, including the regulation of and the participation and overseeing of the development process and the subdivision of land lying and located within the city limits of the City of Sherman, and including the implementation and development of its City of Sherman Thoroughfare Plan (the "Plan"); and

**WHEREAS**, the Owner is desirous to facilitate the City's implementation and development of its Plan;

**NOW, THEREFORE**, for and in consideration of the premises, and of the mutual promises, terms, conditions, provisions, agreements, duties, obligations, undertakings, and covenants contained herein this Agreement, the Parties agree as follows:

### **ARTICLE 1 – SPECIFIC PROVISIONS**

**1. Description of the Right-of-Way.** The City is desirous of implementing its Plan which consists of the extension, development and construction of Canyon Creek Drive, and the necessary extension of utility services, beginning at the current intersection of Canyon Creek Drive with the East side of Shady Oaks Lane, then through the Owner's said 111.56 acres of land, and ending on the East side of Lamberth Road, utilizing a 60 feet Right-of-Way strip of land out of and through the Owner's 111.56 acres of land. The Owner has previously dedicated

a portion of its Land as right-of-way for the extension of Canyon Creek Drive by the recorded Plats of WEST CANYON CREEK ESTATES – SECTION ONE (recorded May 16, 2014 as Document No. 8955 in Volume 22, Page 121, OPRGC) and WEST CANYON CREEK ESTATES – SECTION TWO (recorded May 16, 2014, as Document No. 8954 in Volume 22, Page 120, OPRGC), and requiring that the remaining necessary Right-of-Way is to be surveyed and set out as the parties shall mutually agree, and which shall constitute the additional ROW to be dedicated and Granted and Conveyed to the City.

Whereas the said previously recorded Plats dedicated a 60 feet wide right-of-way to the City for Canyon Creek Drive extension, such plats also previously provided for and dedicated to the City a Ten (10') Feet wide Utility Easement adjacent to both, the North side and the South side, of the proposed Canyon Creek Drive right-of-way, and it is agreed and understood that, in addition to the land description of the required additional Right-of-Way, there shall be included a Ten (10') Feet wide Utility Easement on both the North side and South side of such additional Right-of-Way. The approximately 6.465 acres of Right-of-Way and the additional Easements are more particularly depicted as TRACT 5 (shaded) in the hereto attached Exhibit "A" which is incorporated herein by this reference and made a part hereof for all purposes.

**2. Owner's Agreement Regarding the Right-of-Way.** The Owner, for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, being the execution by the parties hereto of this ROW DEDICATION AGREEMENT, agrees to dedicate and Grant and Convey to the City the additional Right-of-Way necessary to complete the path for the extension of Canyon Creek Drive, as previously described and agreed by City and Owner, from Shady Oaks Lane to Lamberth Road, including any required adjacent Utility Easements. Further, Owner agrees that title to such Right-of-Way and Easement shall be free and clear of liens and encumbrances, other than permitted exceptions to title, acceptable to the City and as evidenced by a Title Policy issued in favor of the City for said property, and which conveyance shall be executed by Owner to the City via Special Warranty Deed.

**3. City's Agreement Regarding the Right-of-Way.** For and in consideration of the conveyance of the additional Right-of-Way, and of the Utility Easements if necessary, the City agrees to assume all cost and expense, both "Soft Costs" and "Hard Costs" for the extension, development and construction of the entire Canyon Creek Drive, together with all related utility extensions including but not limited to water service, sanitary sewer service, drainage, underground electric service, natural gas service, and communications services, from Shady Oaks Lane to Lamberth Road. Further, it is agreed and understood that the City will extend,

develop and construct the Canyon Creek Drive, and related services, in such phases and complete said work within such timelines as the Parties shall mutually agree.

## **ARTICLE II – GENERAL PROVISIONS**

**1. Force Majeure.** If the performance of any Specific Provisions by any of the parties hereto is delayed by reason of war, civil commotion, Acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualties, court intervention, injunctions or litigation, 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 herein 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 required by any party as set forth in this Agreement.

**2. INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, OWNER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEYS' FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING OWNER'S EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEYS' 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 PROVISION SHALL NOT APPLY TO ANY NEGLIGENCE COMMITTED BY THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS PROVISION SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY (herein collectively "Indemnity and Save Harmless Provision").

The herein above Indemnity and Save Harmless Provision does NOT waive any governmental immunity available to the City under Texas law, and does NOT waive any defenses of any of the parties hereto available to such party under the respective Texas and United States of America Constitutions, Laws, Statutes, Ordinances, and Regulations.

**3. Authority To Bind.** Owner and general partner executing this Agreement on behalf of Owner 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.. The City represents that the execution of this Agreement as provided below has been duly authorized by the City Council of the City of Sherman.

**4. Events of Default.** A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement ("Default"). 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 ("Notice"). Such Notice shall specify the nature and the period of existence thereof such Default, and notifying what action, if any, the notifying party requires or proposes to require with respect to curing the Default and giving a reasonable period of time to the defaulting party to curing the Default ("Cure").

**5. No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to any party herein, and including, but not limited to any defenses available to the City such as Governmental Immunity.

**6. Venue and Governing Law.** This Agreement is performable in Grayson County, Texas, and venue for any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

**7. Notice.** Any Notice required by this Agreement shall be deemed to have been properly made and served upon the party being notified as follows: (i) five (5) days following deposit if deposited in the U.S. Mail by certified letter, return receipt requested; or (ii) on the next business day if sent by a nationally recognized overnight delivery service; or (iii) upon receipt transmitted by facsimile or electronic transmission, addressed to the recipient at the

recipient's address shown below, subject to the right of any party to designate a different address by notice given in the manner just prescribed. The initial respective addresses of each party for the sending of Notice prescribed in this Agreement shall be as follows:

**TO THE CITY:**

Designated Person: Att.: Robby Hefton, City Manager  
Designee Party: The City of Sherman  
Address: 220 W. Mulberry Street  
Sherman, Texas 75090  
Telephone: 903-892-7210  
Facsimile: 903-892-7355

**TO THE OWNER:**

Designated Person: Att.: Dr. J. M. Szabuniewicz, President  
Designee Party: West Canyon Creek Properties, Ltd.  
Address: (a) 1951 Fort Worth Highway, Ste. 105  
Weatherford, Texas 76086; and  
(b) 6750 Locke Ave., Ste. 103-B  
Fort Worth, Texas 76116  
(c) 120 Belden Street  
Sherman, Texas 75092  
(d) 132 Comfort Way Drive  
Sherman, Texas 75092  
Telephone: (817) 771-9526; (214) 289-9005; and (903) 893-4300  
Facsimile: (817)-420-9464

**8. 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, and such invalidity, illegality, or unenforceability shall not affect materially any other provision thereof or this Agreement, then this Agreement shall be considered and continue to be in full force and effect as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**9. 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.

**10. 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.** This Agreement, with the terms and conditions herein set forth, are binding upon and shall inure to the benefit of the parties hereto and the successors and assigns of all parties hereto, and which shall be executed as soon as possible, time being of the essence, and which consent, approval and execution shall not be unreasonably withheld or delayed. The City may assign or delegate its rights or obligations under this Agreement but the same shall not constitute a novation.

**13. Entire Agreement.** This Agreement, together with ALL referenced Exhibits made a part of this Agreement, embodies the complete and entire Agreement of the parties hereto, superseding all oral or written, all previous and contemporary, agreements and understandings between the parties relating to the matters contained in this Agreement, and, except as otherwise provided herein, cannot be modified without the prior written consent and agreement of the parties hereto ("Modification"), which executed Modification shall be attached hereto as an Exhibit and which shall be incorporated herein and made a part hereof this Agreement for all purposes.

**14. Interpretation of Agreement.** This Agreement is a 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.

**15. Attorneys' Fees.** All Parties shall be responsible their own attorneys' fees. This clause shall survive this Agreement.

**16. Alternative Dispute Resolution.** In the event of a dispute involving this Agreement, or any matter for which this Agreement has been entered into by the parties hereto, the parties to this Agreement shall pursue and agree to pursue, to the fullest extent permitted by law, "Alternative Dispute Resolution" methodology in the following manner:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by each of them for the purposes and consideration herein expressed and executed in triplicate effective as of this \_\_\_\_ day of July, 2016, with an original to each party.

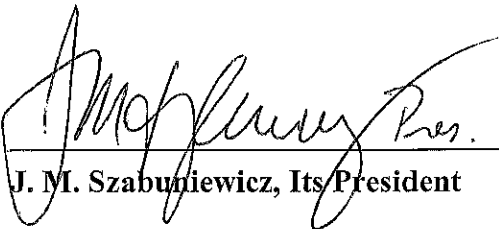
**OWNER:**

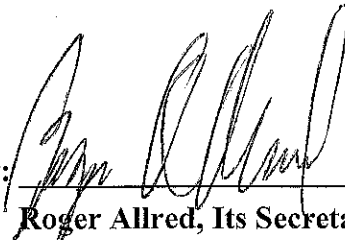
**WEST CANYON CREEK PROPERTIES, LTD.,**

**A Texas Limited Partnership:**

**By: WEST CANYON CREEK GP, INC.,  
A Texas Corporation, Its General Partner:**

**ATTESTED:**

By:   
J. M. Szabuniewicz, Its President

By:   
Roger Allred, Its Secretary

**CITY:**

**CITY OF SHERMAN,**

**A Texas Municipal Corporation:**

**ATTESTED:**

By: \_\_\_\_\_  
Robby Hefton, Its City Manager

By: \_\_\_\_\_  
Linda Ashby, City Clerk

**EXHIBIT "A"**

**(Attach Plat)**

Plat

Approved By:

West Canyon Creek Properties, Ltd.

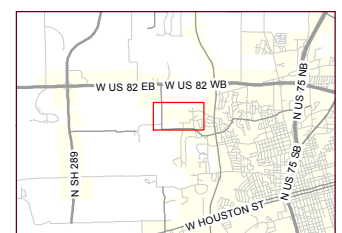
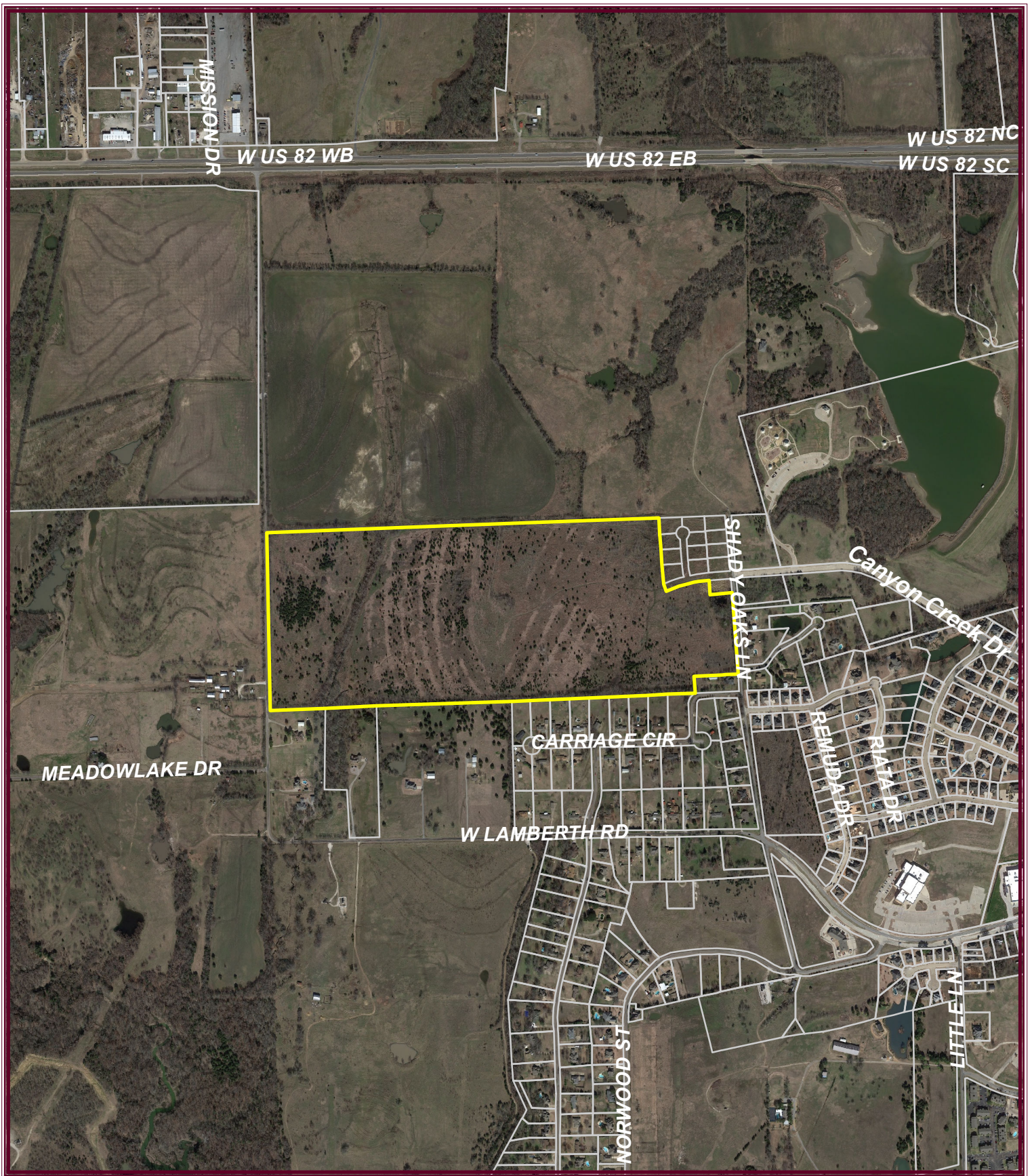
By: West Canyon Creek GP, Inc.

General Partner

By: J. M. Szabuniewicz President

J. M. Szabuniewicz, Pres.







# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. C. 3.**

**Meeting Date:** 07/05/2016

**Prepared By:** Pamela Cloer, Assistant to the City Manager

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**\* RESOLUTION NO. 6101**

Authorizing the Execution of a Deed for the Resale of a Property within the Sherman City Limits Seized for Delinquent Taxes

**Issue:**

The attached resolution authorizes Grayson County to auction a certain tract of real property that has been moved to the City of Sherman's ownership due to unpaid property taxes. It also authorizes the Mayor to sign a deed conveying this property to the buyers.

**Background:**

Grayson County will hold a tax resale auction on Monday, October 3<sup>rd</sup> at 10:00 a.m. at the Grayson County Courthouse, Assembly Room, 2<sup>nd</sup> Floor Annex located in downtown Sherman. The properties to be sold have gone through a sheriff's sale without receiving a bid equal to or above the taxes owed against the property. Therefore, they have been moved to the ownership of a local government and will be sold at this auction. One (1) property, located at 2227 East Tuck Street, owned by the City of Sherman jointly with other taxing entities will be included in the auction.

**Origination:**

Bruce Stidham, Assessor and Collector of Taxes for Grayson County

**Financial Consideration:**

A small amount of delinquent taxes will be collected by the auction; and the property will be returned to the tax rolls. Proceeds from the auction will be distributed to each political subdivision on a pro-rata basis based on the taxes owed each entity.

**Staff Recommendation:**

The staff recommends approving the resale of this property, returning it to the tax rolls.

**Alternatives:**

The City Council could deny the resolution.

---

**Attachments**

Resolution No. 6101

Tax Assessor-Collector's Request of June 24, 2016

Exhibit "A" - Property List

Location Map - 2227 E Tuck St

Photo - 2227 E Tuck St

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## **RESOLUTION NO. 6101**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A DEED FOR THE RESALE OF A PROPERTY WITHIN THE SHERMAN CITY LIMITS SEIZED FOR DELINQUENT TAXES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, a certain tract of real property, identified in Exhibit "A" attached hereto, has been struck-off/sold to various Grayson County taxing jurisdictions for delinquent taxes; and

**WHEREAS**, various Grayson County taxing jurisdictions desire to sell this property and thereby place it back on the tax rolls; and

**WHEREAS**, Grayson County has scheduled a 2016 Tax Resale Auction to be held at the Grayson County Courthouse Assembly Room, 2<sup>nd</sup> Floor Annex, 100 West Houston Street, Sherman, Texas, at 10:00 a.m. on Monday, October 3, 2016; and

**WHEREAS**, the taxing entities approve of the minimum bid price listed by the tract of real property shown in Exhibit "A"; and

**WHEREAS**, the funds received pursuant to this sale shall be distributed according to the Texas Property Tax Code; and

**WHEREAS**, there is no fee owed for placing this property in the 2016 Tax Resale Auction;

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

**SECTION 1.** That the list of property attached to this resolution as Exhibit "A" shall be offered for sale at the 2016 Tax Resale Auction at 10:00 a.m. on Monday, October 3, 2016 at the Grayson County Courthouse Assembly Room, 2<sup>nd</sup> Floor Annex, 100 West Houston Street, Sherman, Texas, free and clear of all property taxes and tax liens held by the City of Sherman and may be sold by the auctioneer at a price equal to or above the minimum bid price shown on Exhibit "A".

**SECTION 2.** That David Plyler, as Mayor of the City of Sherman, Texas, is hereby authorized to execute any deed or deeds necessary to complete the sale of said property in conformance with this resolution and without further approval by this governing body.

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

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**DAVID PLYLER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY:** \_\_\_\_\_  
**BRANDON S. SHELBY,  
CITY ATTORNEY**



COURTHOUSE  
100 W. HOUSTON - SUITE 11  
P.O. BOX 2107  
SHERMAN, TX 75091

OFFICE OF  
**BRUCE STIDHAM**  
TAX ASSESSOR - COLLECTOR  
GRAYSON COUNTY  
www.co.grayson.tx.us

TAX OFFICE: 903-892-8297  
VEHICLE REGISTRATION: 903-813-4225  
FAX: 903-893-4973

**TO: CITY OF SHERMAN**  
**FROM: BRUCE STIDHAM** *BS*  
**SUBJECT: 2016 TAX RESALE AUCTION**  
**DATE: June 24, 2016**

The 2016 Tax Resale Auction will be held on Monday, October 3, 2016 at 10:00 A.M. at the Grayson County Courthouse, Assembly Room, 2<sup>nd</sup> Floor Annex, 100 W. Houston, Sherman, Texas. The auction will include tracts of real property that have been struck off to various Grayson County taxing jurisdictions for delinquent taxes.

Enclosed find a Resolution and a list of the properties that are to be included in the auction. Please present the Resolution to your jurisdiction for signatures at the next board or council meeting and return the signed Resolution to this office as soon as possible.

**BS:vh**

Enclosure

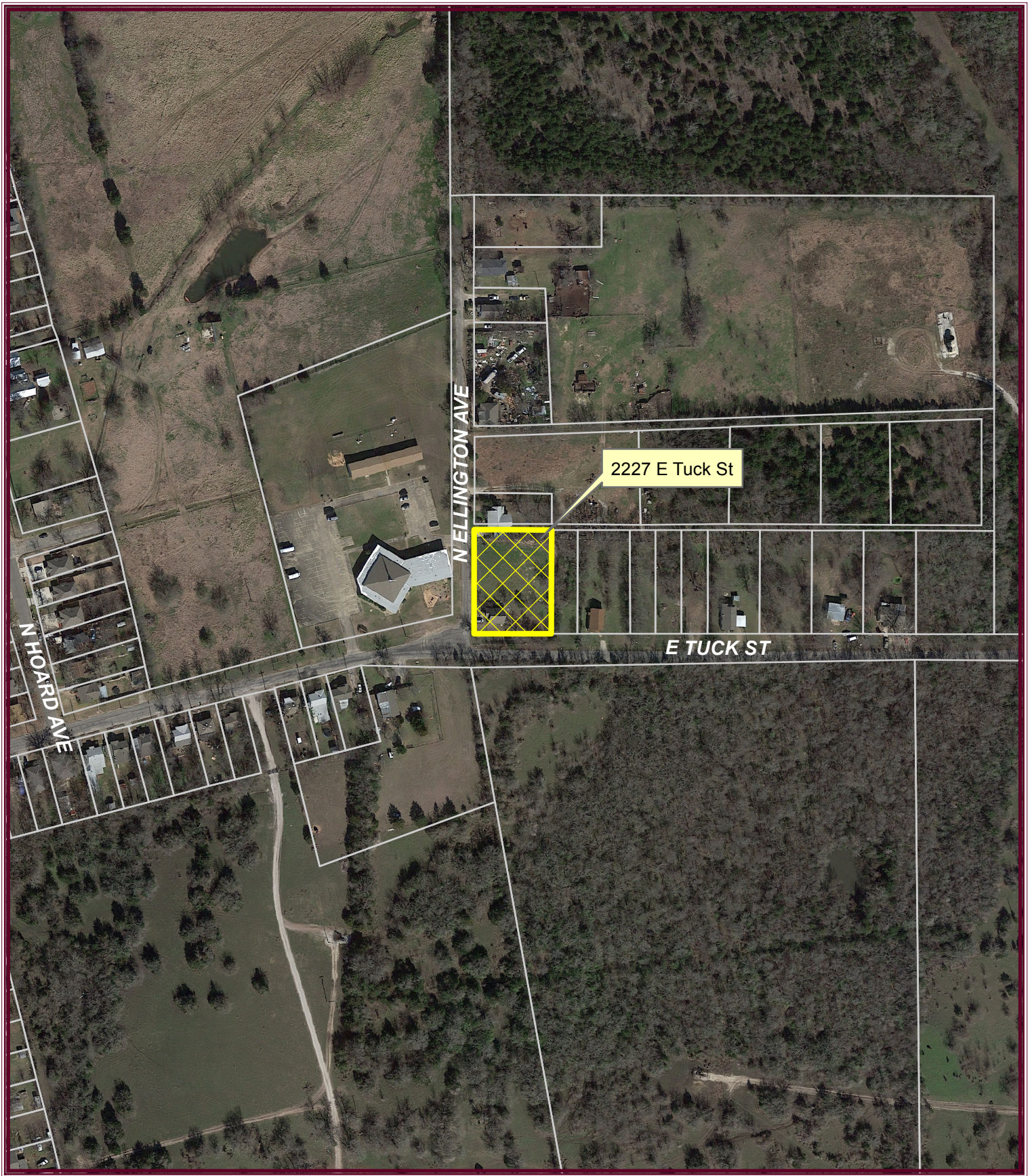
**2016 RESALE AUCTION  
CITY OF SHERMAN**

| CAUSE #   | ORIGINAL OWNER NAME | PROPERTY ID# | ADDRESS               | ISD | LEGAL DESCRIPTION               | MINIMUM BID | ATTY |
|-----------|---------------------|--------------|-----------------------|-----|---------------------------------|-------------|------|
| T-13-3164 | THELMA LANE         | S021-0638023 | 2227 E TUCK / SHERMAN | SH  | G-0638 JENNINGS FLEMING A-G0638 | \$ 322.00   | LGBS |

**2016 RESALE AUCTION  
CITY OF SHERMAN**

| CAUSE #   | ORIGINAL OWNER NAME | PROPERTY ID# | ADDRESS               | ISD | LEGAL DESCRIPTION               | MINIMUM BID | ATTY |
|-----------|---------------------|--------------|-----------------------|-----|---------------------------------|-------------|------|
| T-13-3164 | THELMA LANE         | S021-0638023 | 2227 E TUCK / SHERMAN | SH  | G-0638 JENNINGS FLEMING A-G0638 | \$ 322.00   | LGBS |

**EXHIBIT "A"**



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

## City of Sherman Agenda Map



## 2228 East Tuck Street

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# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. C. 4.**

**Meeting Date:** 07/05/2016

**Prepared By:** Mark Gibson, Director of Utilities

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**\* RESOLUTION NO. 6102**

Awarding a Bid to and Authorizing Execution of a Contract with Lynn Vessels Construction, LLC. for the Sherman Water Treatment Plant East Sludge Basin Cleanout

**Issue:**

Awarding a bid and contract to Lynn Vessels Construction, LLC. for the Sherman Water Treatment Plant East Sludge Basin Cleanout.

**Background:**

The Capital Improvement Program contains a project to remove sludge and clean the east sludge basin at the City's Water Treatment Plant. Two (2) bidders responded to the request for bids. A bid tabulation is attached. The low bid in the amount of \$379,541.00 was submitted by Lynn Vessels Construction, LLC.

**Origination:**

Department of Utilities Administration

**Financial Consideration:**

Adequate funding for the project is available through the Utility Improvement Fund.

**Staff Recommendation:**

It is recommended that the City Council award the contract to Lynn Vessels Construction, LLC. in the amount of \$379,541.00.

**Alternatives:**

As may be directed by the City Council

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**Attachments**

Resolution No. 6102

Agreement

Engineer Recommendation

Bid Tabulation

Location Map

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**RESOLUTION NO. 6102**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC. FOR THE SHERMAN WATER TREATMENT PLANT EAST SLUDGE BASIN CLEANOUT; 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 Lynn Vessels Construction, LLC. is hereby awarded the bid in the total amount of Three Hundred Seventy-Nine Thousand Five Hundred Forty-One Dollars and No Cents (\$379,541.00) for the Sherman Water Treatment Plant East Sludge Basin Cleanout; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Lynn Vessels Construction, LLC., 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 \_\_\_\_\_, 2016.

**CITY OF SHERMAN, TEXAS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**BY:** \_\_\_\_\_  
**DAVID PLYLER, MAYOR**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY:** \_\_\_\_\_  
**BRANDON S. SHELBY,  
CITY ATTORNEY**

**STANDARD FORM OF AGREEMENT**

STATE OF TEXAS                    }  
COUNTY OF GRAYSON            }

THIS AGREEMENT, made and entered into this the 5th day of July, 2016 A.D., by and between the City of Sherman of the County of Grayson and State of Texas acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Lynn Vessels Construction, LLC., of the City of Sherman, County of Grayson and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, and under the conditions expressed in the bond bearing even date herewith, the CONTRACTOR hereby agrees with the OWNER to provide, furnish, and install the equipment described as follows:

**CITY OF SHERMAN  
WATER TREATMENT PLANT EAST SLUDGE BASIN CLEANOUT PROJECT**

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to design, manufacture, and deliver the equipment, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Request for Proposals, General and Supplemental Conditions of the Agreement, and the Specifications and addenda therefor, as prepared by Freeman-Millican, Inc., herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to install the equipment within the calendar days indicated on the proposal form.

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the Proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the Agreement.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

City of Sherman

\_\_\_\_\_  
Party of the First Part (Owner)

\_\_\_\_\_  
Party of the Second Part (Contractor)

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

TERRY MILLICAN, R.P.L.S.  
VICTOR L. 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.

June 27, 2016

Mr. Mark Gibson  
Utility Director  
220 West Mulberry  
Sherman, Texas 75090

**RE: SHERMAN WTP EAST SLUDGE BASIN CLEANOUT PROJECT CONTRACT AWARD**

Dear Mr. Gibson:

Bids were received on the Sherman Water Treatment (WTP) Plant East Sludge Basin Cleanout Project on June 22, 2016. A tabulation of these bids is attached. The project includes about 4,800 tons of sludge to be disposed of in the TASWA Landfill. To facilitate sludge drying, provisions are included for temporary storage on site. The sludge basin will also be repaired and re-graded for continued sludge dewatering use.

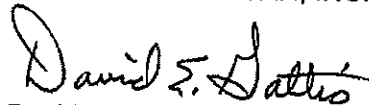
Eight contractors took bid documents. Two competitive bids were received. A local contractor provided the low bid at \$379,541.00.

The low bidder, Lynn Vessels Construction, LLC has successfully completed several other projects for Sherman and GTUA. Freeman-Millican, Inc. has also worked with the contractor on projects for Denison, Sherman and GTUA. The contractor has the required Texas Commission on Environmental Quality (TCEQ) truck registrations.

We recommend that the City of Sherman award the contract to Lynn Vessels Construction LLC based on the low bid of ~~\$379,542.00~~ and authorize execution of the required contract documents.

\$ 379,541.00 *m/p*  
6/28/16

Sincerely,  
FREEMAN - MILlican, INC.

  
David E. Gattis, P.E.

Enclosure (1)

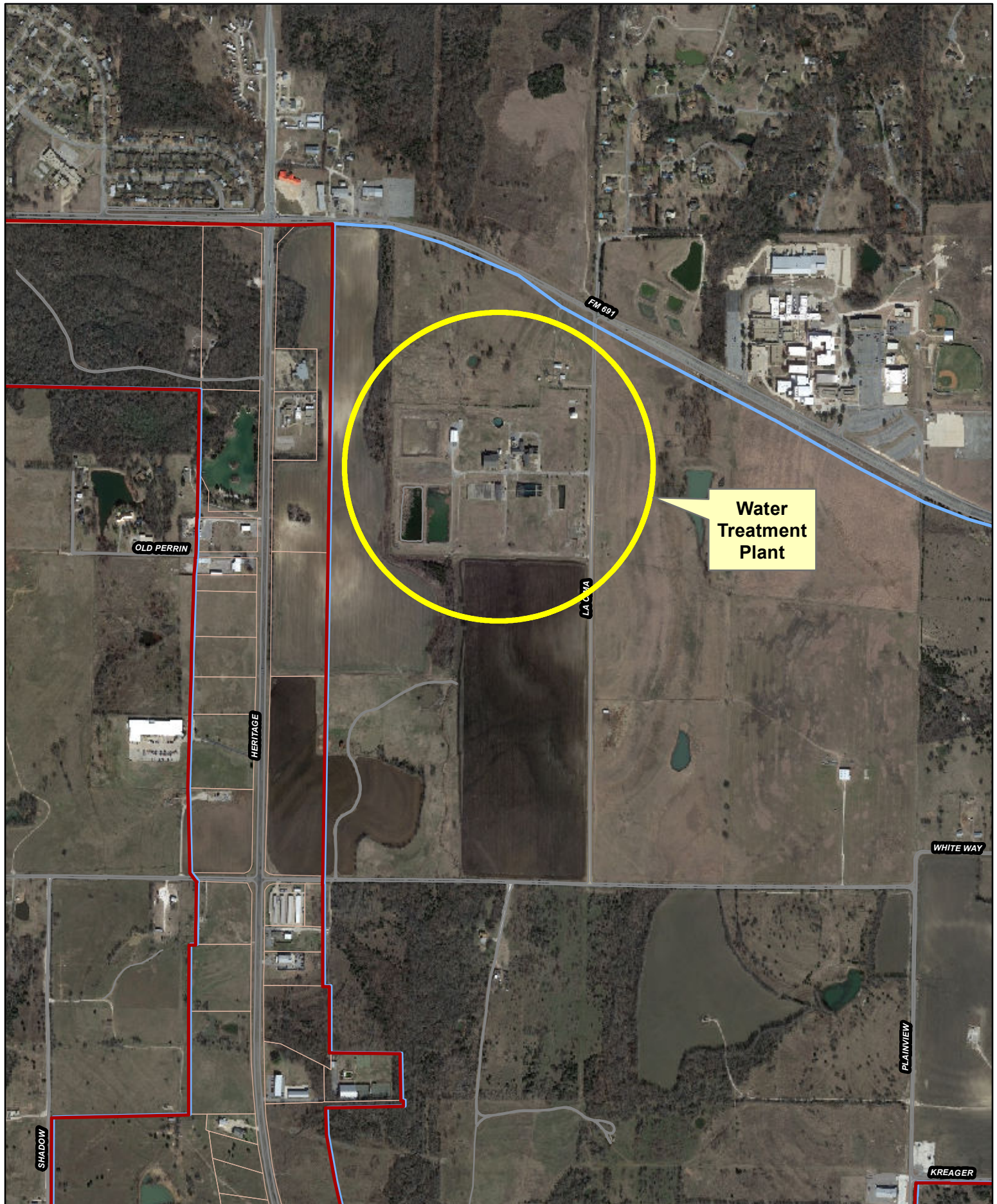
# **BID TABULATION**

| OWNER: City of Sherman                                            |                                                                          | Contractor  |      | Lynn Vessels Construction, LLC |              | Contractor  |              | Denali Water Solutions       |  |
|-------------------------------------------------------------------|--------------------------------------------------------------------------|-------------|------|--------------------------------|--------------|-------------|--------------|------------------------------|--|
| PROJECT: Water Treatment Plant East Sludge Basin Cleanout Project |                                                                          | Address     |      | P.O. Box 1212                  |              | Address     |              | 3308 Bernice Ave             |  |
| ENGINEER: FREEMAN-MILLICAN, INC.                                  |                                                                          | City, State |      | Sherman, TX 75091              |              | City, State |              | Russellville, Arkansas 78802 |  |
| BID DATE: June 22, 2016                                           |                                                                          | Phone       |      | 903-893-4300                   |              | Phone       |              | 479-498-0500                 |  |
| ITEM NO.                                                          | DESCRIPTION                                                              | QUANTITY    | UNIT | UNIT PRICE                     | TOTAL AMOUNT | UNIT PRICE  | TOTAL AMOUNT |                              |  |
| P.1                                                               | Dry Remove and Dispose WTP sludge from SE basin to TASWA landfill        | 4,800       | Tons | 58.66                          | 281,568.00   | 76.00       | 364,800.00   |                              |  |
| P.2                                                               | Temporary storage of sludge on south berm                                | 700         | C.Y. | 16.08                          | 11,256.00    | 10.00       | 7,000.00     |                              |  |
| P.3                                                               | Temporary storage of sludge in far north empty basin                     | 2,500       | C.Y. | 16.09                          | 40,225.00    | 14.50       | 36,250.00    |                              |  |
| P.4                                                               | Construct temporary haul road into far north basin                       | 1           | L.S. | 5,400.00                       | 5,400.00     | 8,000.00    | 8,000.00     |                              |  |
| P.5                                                               | Restore grades in far north basin                                        | 1           | L.S. | 7,800.00                       | 7,800.00     | 9,000.00    | 9,000.00     |                              |  |
| P.6                                                               | Restore grades in south east basin                                       | 1           | L.S. | 3,000.00                       | 3,000.00     | 9,000.00    | 9,000.00     |                              |  |
| P.7                                                               | Repair and regrade work areas                                            | 1           | L.S. | 5,400.00                       | 5,400.00     | 5,000.00    | 5,000.00     |                              |  |
| P.8                                                               | Place flexible base on basin area roads as needed during work operations | 50          | C.Y. | 42.00                          | 2,100.00     | 200.00      | 10,000.00    |                              |  |
| P.9                                                               | Place 6" thick by 12' wide flexible base road on basin area roads        | 2,200       | S.Y. | 10.36                          | 22,792.00    | 4.45        | 9,790.00     |                              |  |
| TOTAL AMOUNT OF CONTRACT BID                                      |                                                                          |             |      |                                | 379,541.00   |             | \$458,840.00 |                              |  |
| Time of Completion                                                |                                                                          |             |      |                                | 10/31/2016   |             |              |                              |  |



*Michael K. Stacey*

6/27/2016





# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. D. 1.**

**Meeting Date:** 07/05/2016

**Prepared By:** Clay Barnett, Director of Public Works and Engineering

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**REQUEST TO ADVERTISE**

Construction of Travis Street within Sherman Crossroads

**Issue:**

Requesting permission to advertise for bids the construction of Travis Street within the Sherman Crossroads development

**Background:**

The developer for Sherman Crossroads is proceeding with the design of their facilities. In order to insure that the roadway is in place when they are ready to begin construction, staff is seeking permission to advertise for bids on construction of the first phase of Travis Street. This phase includes construction of a four-lane median divided section from South Sam Rayburn (U.S. 75) to approximately a quarter mile west.

**Origination:**

Department of Public Works and Engineering

**Financial Consideration:**

The project is funded in the Capital Improvement Program; and the cost of advertising is expected to be less than \$200.00.

**Staff Recommendation:**

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

**Alternatives:**

As may be directed by the City Council

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**Attachments**

Location Map

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**CITY OF SHERMAN**  
**Crossroads Alignment**

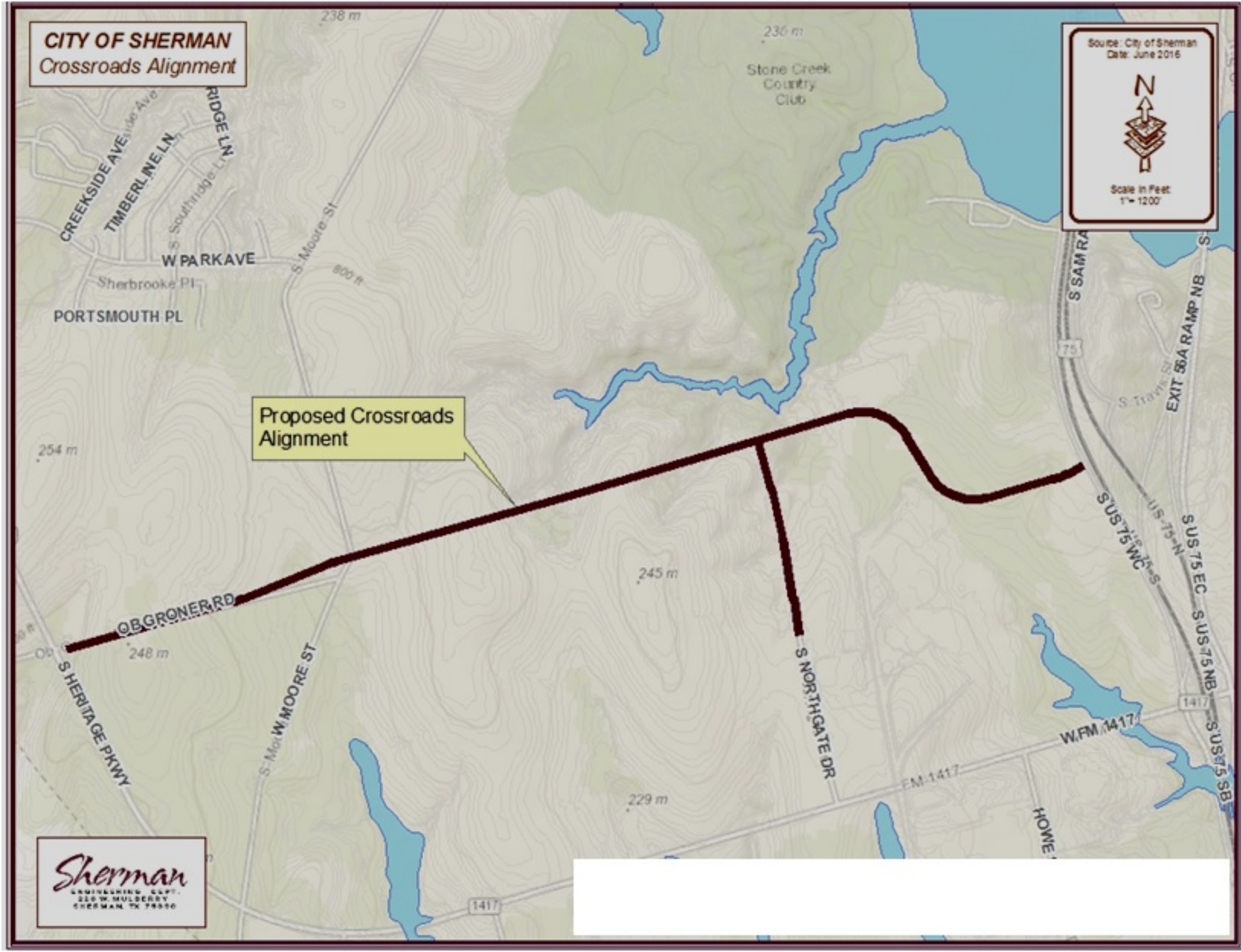
Source: City of Sherman  
Date: June 2016



Scale in Feet  
1" = 1200'

Proposed Crossroads  
Alignment

**Sherman**  
ENGINEERING & ARCHT.  
210 W. MULBERRY  
SHERMAN, TX 79350





# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. E. 1.**

**Meeting Date:** 07/05/2016

**Prepared By:** Steve Ayers, Director of Community and Support Services

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**OTHER BUSINESS**

Consider Calling a Special Meeting of the City Council to Participate in Discussions at the Parks and Recreation Master Plan Community Input Session on Tuesday, July 19, 2016

**Issue:**

To call a special meeting of the City Council for 6:30 p.m. on Tuesday, July 19, 2016 to participate in a Community Input Session on the Parks and Recreation Master Plan

**Background:**

The Sherman Parks and Recreation Department is working with Dunkin, Sims Stoffels, Inc. to create a new Master Plan. The purpose of the Master Plan is to establish short and long term priorities for the maintenance, operation and future development of Sherman's parks, trails, recreation programs and facilities. The Community Input Session is a great opportunity for citizens to get involved – citizen input is needed to ensure that the Master Plan is aligned with community priorities. The date and time for the second Community Input Meeting directed by Dennis Sims needs to be determined. The first meeting was held in the Council Chambers on May 5<sup>th</sup> and had approximately thirty (30) people in attendance. Due to a conflict in scheduling the Council Chambers, the second Community Input Session is proposed to be held at 6:30 p.m. on Tuesday, July 19<sup>th</sup> in the Sherman Municipal Ballroom.

**Origination:**

City Manager Robby Hefton

**Financial Consideration:**

There is no financial impact to scheduling this meeting.

**Staff Recommendation:**

It is recommended that the City Council, by motion and order, call a special City Council meeting for 6:30 p.m. on Tuesday, July 19, 2016 in the Sherman Municipal Ballroom.

**Alternatives:**

None available

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# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. E. 2.**

**Meeting Date:** 07/05/2016

**Prepared By:** Brandon Shelby, City Attorney

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**OTHER BUSINESS**

Consider Calling a Special Meeting of the City Council to Hold the Second Public Hearing on Ordinance No. 5958 to Implement a Temporary Moratorium on Building Permits for New Construction or Modifications within 500 feet of F.M. 691 and S.H. 289 in the City Limits of the City of Sherman, Texas; Providing for the Following Findings of Fact; Enactment; Provisions, including Purpose; Scope; Definition; Prohibitions; Waiver; Appeals Process; and Enforcement, including Criminal Fines not to exceed \$2,000.00 and Civil Penalties not to exceed \$1,000.00 per Violation; Providing for an Effective Date

**Issue:**

To call a special meeting of the City Council for 12 noon on a date after July 11, 2016 but before July 17, 2016 to hold the second reading of Ordinance No. 5958, which would implement a temporary 90-day moratorium on building permits for new construction or modifications within 500 feet of F.M. 691 and S.H. 289 in the Sherman city limits

**Background:**

State law governing moratoriums on development requires two public hearings (one before Council, one before Planning and Zoning) and two readings of the Ordinance before adoption.

The City Council will introduce and hold the first reading and public hearing on the Ordinance at its July 5<sup>th</sup> called meeting. The Planning and Zoning Commission will hold a public hearing on the Ordinance during the week of July 11<sup>th</sup>. The City Council will hold the final reading and public hearing and consider Ordinance adoption at this called meeting; and the moratorium will be enacted for a 90-day period.

**Origination:**

Mayor David Plyler and City Manager Robby Hefton

**Financial Consideration:**

There is no financial impact to scheduling this meeting.

**Staff Recommendation:**

It is recommended that the City Council, by motion and order, call a special City Council meeting for 12 noon on a date of the Council's choosing during the week of July 11<sup>th</sup>. The meeting will be held in the City Council Chambers.

**Alternatives:**

None available

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# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Called Meeting

**Meeting Date:** 07/05/2016

**Prepared By:** Pamela Cloer, Assistant to the City Manager

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**COUNCIL CALENDAR**

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**Attachments**

2016 Council Calendar

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# 2016

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

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

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

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

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

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

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

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

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

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

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

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

|               |                                                      |
|---------------|------------------------------------------------------|
| 1/11/2016     | Called Council Meeting for Transportation Workshop   |
| 4/11/2016     | Called Joint Mtg with SISD Board in Council Chambers |
| 4/15/2016     | Called Budget Planning Meeting in Council Chambers   |
| 06/21-22/2016 | Called Budget Workshop in Council Chambers           |
| 6/23/2016     | Called Joint Mtg with SISD Board at SISD Admin Off   |

|          |                                                     |
|----------|-----------------------------------------------------|
| 7/4/2016 | Independence Day/Called Council Meeting on 7/5/2016 |
| 9/5/2016 | Labor Day/Called Council Meeting on 9/6/2016        |
|          |                                                     |
|          |                                                     |