

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MAY 20, 2019
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER WILLIE STEELE**
- A. 3. INVOCATION BY COUNCIL MEMBER WILLIE STEELE**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MAY 6, 2019**

Public Hearing

- B. 1. FIRST PUBLIC HEARING**
Conduct the First Public Hearing Concerning the Annexation of Approximately 217.7 acres of land located West of F.M. 1417, South of O.B. Groner Road, and East of Bradley Road, Adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction
- B. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6216**
Amending Chapter 8 of the Code of Ordinances, entitled "Offenses and Nuisances", to Delete Article 8.07, entitled "Noise", in its entirety, and to Provide for a New Article 8.07 to be entitled "Noise"; Providing for an Effective Date
- B. 3. SECOND PUBLIC HEARING**
Conduct the Second Public Hearing Concerning the Annexation of Approximately 217.7 acres of land located West of F.M. 1417, South of O.B. Groner Road, and East of Bradley Road, Adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction

Close Public Hearing and Consider Adoption of Ordinances

- B. 4. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Number: 6216
- B. 5. 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. 6484

Authorizing the Acceptance and Dedication of Right of Way being called Legacy Boulevard, being dedicated to the City of Sherman by Right-of-Way Dedication Deeds filed of record in Document Nos. 2018-20633, 2018-19631, 2019-3223, Official Public Records, Grayson County, Texas, totaling 2.076 acres of the Sherrod Dunham Survey, Abstract No. 329, being further described in Exhibit A attached, for public use and utility purposes being the construction of a road, Legacy Boulevard, east of U.S. Highway 75 Frontage Road and south of Vietnam Veterans Parkway (F.M. 1417)

C. 2. RESOLUTION NO. 6485

Awarding a Bid to and Authorizing Execution of a Contract with The Playground, Shade and Surfacing Depot, LLC for the Pavilion and Bench Improvements of the Martin Luther King, Jr. Park Project

C. 3. RESOLUTION NO. 6486

Awarding a Bid to and Authorizing Execution of a Contract with LEA Park and Play, Inc. for the Tree House Play Structure and Swing Set Improvements of the Martin Luther King, Jr. Park Project

Requests to Advertise

D. 1. *REQUEST TO ADVERTISE

Site Improvements at the Firearms Training Facility for the City of Sherman Police Department

Other Business

E. 1. OTHER BUSINESS

Receive Presentation from Police Chief Zachary Flores and Hidell & Associates Consultant Aaron Babcock on the Sherman Police Department's Current and Proposed Facilities

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 551.071

Consultation with City Attorney concerning Pending or Contemplated Litigation

Section 551.071 Consult with the City Attorney on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter

Section 551.087 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 Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on May 16, 2019 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 16th day of May, 2019.
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

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

Shawn C. Teamann

Council Members

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

Sandra Melton, Council-At-Large, PL #2

Shawn C. Teamann, Council – District #1

Josh Stevenson, Council – District #2

Pamela L. Howeth, Council – District #3

Daron Holland, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

A.4.

Meeting Date: 05/20/2019

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MAY 6, 2019

Attachments

May 6, 2019

STATE OF TEXAS §
COUNTY OF GRAYSON §

May 6, 2019

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on May 6, 2019.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

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

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of April 15, 2019. Council Member Howeth moved to approve the Minutes, as presented; Second by Council Member Stevenson. All present voted AYE. MOTION CARRIED.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Plyler introduced Ordinance No. 6206 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX A 56.07 ACRE TRACT OF LAND ALONG FALLON DRIVE, EAST OF TEXOMA PARKWAY (STATE HIGHWAY 91), 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.

Clint Philpott, Director of Engineering, said this annexation was requested by Midway Warehouse. They currently have 20 acres under contract for the design of two different warehouse developments.

The annexation also includes land along Fallon Drive and Dripping Springs Road, and will open future land for development.

A representative of the property owner was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6206.

CALL TO ORDER

APPROVE MINUTES

ORD 6206
ANNEXATION
FALLON DRIVE

Mayor Plyler introduced Ordinance No. 6207 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", AT ARTICLE 13.02, ENTITLED "WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 6207
WATER
CONSERVATION
& DROUGHT
CONTINGENCY
PLAN

Mark Gibson, Director of Utilities, said in 1999 the Texas Commission on Environmental Quality required every City to develop a Water Conservation & Drought Contingency Plan. The plan must be reviewed and updated every five years. This is Sherman's fourth revision.

He said there are very few changes to the plan, and those mainly consist of updating some numbers. The plan discusses how the City implements water conservation measures, how they would respond during a drought contingency, and how they would respond to an emergency in the water system, such as a pollutant in Lake Texoma, or a major, catastrophic failure of the system.

No citizens appeared before the City Council to discuss Ordinance No. 6207.

Mayor Plyler introduced Ordinance No. 6208 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 4 OF THE CODE OF ORDINANCES, ENTITLED "BUSINESS REGULATIONS", TO DELETE ARTICLE 4.13, ENTITLED "POLICE ROTATION LIST TOW SERVICES", IN ITS ENTIRETY, AND TO PROVIDE FOR A NEW ARTICLE 4.13 TO BE ENTITLED "TOWING REGULATIONS"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 6208
TOWING
REGULATIONS

Zachary Flores, Police Chief, said the proposed wrecker ordinance will replace the current ordinance which is very outdated. Many issues would have to be brought back to the City Council when they needed to be addressed.

Issues, such as rates and accountability were addressed, since the wrecker services essentially represent the City of Sherman.

Chief Flores said the staff worked with the local wrecker companies to design an ordinance that would allow the Police Department to enter into an agreement with the wrecker company that would be easier to modify, offer better accountability, and outline better practices. The proposed ordinance also allows the companies to increase their rates, to an amount that is more in line with peer cities.

COUNCIL MINUTES – MAY 6, 2019

No citizens appeared before the City Council to discuss Ordinance No. 6208.

Mayor Plyler introduced Ordinance No. 6209 and called for a public hearing:

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

**ORD 6209
POLICE POSITIONS**

Chief Flores said an Assistant Chief position was added last year to assist with restructuring the department. The restructuring is complete and he would like to reallocate that position to a patrolman position, which would provide additional manpower. The reallocation would also reduce the cost to the department.

No citizens appeared before the City Council to discuss Ordinance No. 6209.

Mayor Plyler introduced Ordinance No. 6210 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A DUPLEX IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 212 NORTH CLEVELAND AVENUE, BEING THE SOUTH 22' OF LOTS 6 AND 7 AND THE NORTH 20' OF LOT 8, BLOCK 32, COLLEGE PARK ADDITION (DANNY FULLER, OWNER; JOSHUA FULLER, APPLICANT; AND JEREMY W. BULLARD DESIGN STUDIO, LLC, ARCHITECT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

**ORD 6210
SUP FOR DUPLEX
(212 N. CLEVELAND)**

Scott Shadden, Director of Development Services, said the Specific Use Permit was for a duplex in a residential district. The Planning and Zoning Commission recommended approval, subject to the Staff Review Letter.

Danny Fuller, owner, was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6210.

Mayor Plyler introduced Ordinance No. 6211 and called for a public hearing:

**ORD 6211
SUP FOR DUPLEXES**

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 THREE DUPLEXES IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT IN THE 1200 BLOCK OF SOUTH AUSTIN STREET AND THE 400 BLOCK OF WEST DULIN STREET, BEING ALL OF LOTS 5 AND 6, BLOCK 16, B.H. MOORE HEIRS ADDITION, CONTAINING 0.764 ACRES IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 (RAMIRO AND LETICA ALVAREZ, OWNERS; RICK GREEN, GENERAL CONTRACTOR; AND PESTON TRAIL LAND 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.

(1200 BLOCK OF
S. AUSTIN & 400
BLOCK OF W. DULIN)

Mr. Shadden said the SUP is for three duplexes in a residential district. The Planning and Zoning Commission recommended approval, subject to the Staff Review Letter.

No citizens appeared before the City Council to discuss Ordinance No. 6211.

Mayor Plyler introduced Ordinance No. 6212 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A DUPLEX IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 722 NORTH ROSS AVENUE, BEING LOT 1, BLOCK 4, C.J. KELIEHOR'S FIRST ADDITION (TIM PIKE, OWNER; AND HELVEY-WAGNER 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.

ORD 6212
SUP FOR DUPLEX
(722 N. ROSS)

Mr. Shadden said the SUP is for a duplex in a residential district, with three bedrooms on each side. The Planning and Zoning Commission recommended approval, subject to the Staff Review Letter.

Tim Pike, owner, was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6212.

Mayor Plyler introduced Ordinance No. 6213 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A DUPLEX IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 719 EAST McGEE STREET, BEING PART OF LOT 1, BLOCK 2, JONES & SUMMIT

ORD 6213
SUP FOR DUPLEX
(719 E. McGEE)

ADDITION (SERAJ ALI, OWNER; UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR; AND D2L DESIGNS, LLC, DESIGNER); 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.

Mr. Shadden said the SUP was for a duplex in a residential district, with four bedrooms on each side. There were objections from the neighborhood at the Planning and Zoning Commission Meeting. The Commission voted three-to-two to approve this request, subject to the Staff Review Letter.

Gary Simpson, 2510 Turtle Creek

Mr. Simpson said he owns property at 802 East McGee Street. He expressed concern about four driveways and their proximity to the neighbor's house. He added that the grass was growing up over the zoning sign and he didn't feel that the owner was concerned about the neighborhood.

Mr. Simpson also said there were several other duplexes in that area that have been vacant for several months and generally residents move "in and out" of duplexes frequently. He also was concerned about facing the duplex on Maxey Street instead of McGee Street and that a house would be a better use because people would purchase a house.

No other citizens appeared before the City Council to discuss Ordinance No. 6213.

Mayor Plyler introduced Ordinance No. 6214 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 MICRO-BLADING/PERMANENT MAKEUP IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1 (75 & 82 OVERLAY) DISTRICT AT 614 EAST LAMBERTH ROAD, BEING LOT 1, BLOCK 4, DR. J.H. CARRAWAY'S SUBDIVISION (J TOLAND'S CONTINENTAL SYTLISTS, OWNERS; BARBIE WRIGHT, REPRESENTATIVE; AND OLGA KLADOVA, APPLICANT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6214
SUP FOR
PERMANENT
MAKEUP
(614 E. LAMBERTH)

Mr. Shadden said the SUP is for permanent make-up, which is considered a tattoo by the State and requires a license. The Planning and Zoning Commission recommended approval, subject to the Staff Review Letter.

A representative from J Toland's Continental Stylists, was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6214.

Mayor Plyler introduced Ordinance No. 6215 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A VAPE SHOP IN A C-2 (GENERAL COMMERCIAL) DISTRICT AND M-1 (LIGHT MANUFACTURING) DISTRICT AT 2002 LOY LAKE ROAD, BEING LOT C, TAYLOR PLAZA (ALTONA, INC. OWNER; SMOKE ON THE WATER, PROPOSED TENANT; SHANNON REED, APPLICANT; MANGRUM COMMERCIAL REAL ESTATE, 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.

ORD 6215
SUP FOR VAPE SHOP
(2002 LOY LAKE RD)

Mr. Shadden said the SUP is for a vape shop in Taylor Plaza. They plan to sell vape, tobacco accessories, such as pipes, water pipes, steam rollers, E-cigarettes, vape juices, and accessories. They do not sell cigarettes. The Planning and Zoning Commission recommended approval, subject to the Staff Review Letter.

Barry Reed, appeared representing the applicant, and was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6215.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6206

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX A 56.07 ACRE TRACT OF LAND ALONG FALLON DRIVE, EAST OF TEXOMA PARKWAY (STATE HIGHWAY 91), 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 6206
ANNEXATION
FALLON DRIVE

Ordinance 6207

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", AT ARTICLE 13.02, ENTITLED "WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 6207
WATER
CONSERVATION
& DROUGHT
CONTINGENCY
PLAN

Ordinance 6208

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 4 OF THE CODE OF

ORD 6208
TOWING
REGULATIONS

ORDINANCES, ENTITLED “BUSINESS REGULATIONS”, TO DELETE ARTICLE 4.13, ENTITLED “POLICE ROTATION LIST TOW SERVICES”, IN ITS ENTIRETY, AND TO PROVIDE FOR A NEW ARTICLE 4.13 TO BE ENTITLED “TOWING REGULATIONS”; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

Council Member Melton confirmed that the ordinance would still be a rotation for the wrecker companies, but there would be individual agreements with them.

Chief Flores said the local wrecker companies helped to draw up the agreement and a rotation list would be determined from those companies with signed agreements. He said it was a “pretty exhaustive process” to design the agreement.

Council Member Melton agreed that the current wrecker ordinance was very much out of date.

Council Member Howeth verified that the vehicles towed are not maintained at the same location. Chief Flores said the wrecker company must have a lot in Sherman, and one wrecker is called for a specific vehicle. Paperwork is completed at the scene and given to the driver. The information is also maintained at the Police Department.

Deputy Mayor Teamann asked about the tow list and if it is required annually. Chief Flores said in the past, the wrecker company would ask to be listed on the tow list. This left the City with no way to validate their practices. It was not put out for bid because the City wasn’t paying for it.

Currently there are four wrecker companies on the tow list, and Chief Flores said that services the City well. He said more than that would be hard to regulate. He also said the Department has good relationships with these companies.

Deputy Mayor Teamann verified that if another company wanted to be added to the list, they could complete paperwork and it would be evaluated. Chief Flores said they would then enter into discussions about the agreement. The agreement also includes a standard pricing structure that each company would follow.

Ordinance 6209

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

ORD 6209
POLICE POSITIONS

COUNCIL MINUTES – MAY 6, 2019

Council Member Melton said Chief Flores said he was eliminating one of the Assistant Chief positions and adding a patrol position, and that it “served its purpose.” She asked what purpose that was.

Chief Flores said certain positions must be allocated by Civil Service and in order to structure the department to take care of legal responsibilities it was assigned to an Assistant Chief. That Assistant Chief became employed somewhere else, so the position is reallocated to patrol.

Council Member Melton asked how many officers the City was planning to hire. Chief Flores said they are currently trying to hire five additional officers. There are four “over-hire” positions that are not budgeted. The Council has approved 75 officers and they typically budget for 71. The goal is to use the over-hires so when there is attrition, they can still maintain a full staff.

Ordinance 6210

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A DUPLEX IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 212 NORTH CLEVELAND AVENUE, BEING THE SOUTH 22' OF LOTS 6 AND 7 AND THE NORTH 20' OF LOT 8, BLOCK 32, COLLEGE PARK ADDITION (DANNY FULLER, OWNER; JOSHUA FULLER, APPLICANT; AND JEREMY W. BULLARD DESIGN STUDIO, LLC, ARCHITECT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6210
SUP FOR DUPLEX
(212 N. CLEVELAND)

Ordinance 6211

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 THREE DUPLEXES IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT IN THE 1200 BLOCK OF SOUTH AUSTIN STREET AND THE 400 BLOCK OF WEST DULIN STREET, BEING ALL OF LOTS 5 AND 6, BLOCK 16, B.H. MOORE HEIRS ADDITION, CONTAINING 0.764 ACRES IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 (RAMIRO AND LETICA ALVAREZ, OWNERS; RICK GREEN, GENERAL CONTRACTOR; AND PESTON TRAIL LAND 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.

ORD 6211
SUP FOR DUPLEXES
(1200 BLOCK OF
S. AUSTIN & 400
BLOCK OF W. DULIN)

Ordinance 6212

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A DUPLEX IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 722 NORTH ROSS AVENUE, BEING LOT 1, BLOCK 4, C.J. KELIEHOR'S FIRST ADDITION (TIM PIKE, OWNER; AND HELVEY-WAGNER 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.

ORD 6212
SUP FOR DUPLEX
(722 N. ROSS)

Ordinance 6215

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A VAPE SHOP IN A C-2 (GENERAL COMMERCIAL) DISTRICT AND M-1 (LIGHT MANUFACTURING) DISTRICT AT 2002 LOY LAKE ROAD, BEING LOT C, TAYLOR PLAZA (ALTONA, INC. OWNER; SMOKE ON THE WATER, PROPOSED TENANT; SHANNON REED, APPLICANT; MANGRUM COMMERCIAL REAL ESTATE, 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.

ORD 6215
SUP FOR VAPE SHOP
(2002 LOY LAKE RD)

ACTION TAKEN.

Motion by Council Member Stevenson to approve Ordinance Nos. 6206, 6207, 6208, 6209, 6210, 6211, 6212, and 6215, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6213

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A DUPLEX IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 719 EAST McGEE STREET, BEING PART OF LOT 1, BLOCK 2, JONES & SUMMIT ADDITION (SERAJ ALI, OWNER; UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR; AND D2L DESIGNS, LLC, DESIGNER); 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 6213
SUP FOR DUPLEX
(719 E. McGEE)
(MOTION FAILED)

Council Member Steele said he had received some calls on this SUP and asked what the thoughts were from the Planning and Zoning Commission Meeting since it passed with a 3-2 vote.

COUNCIL MINUTES – MAY 6, 2019

Mr. Shadden said the discussion from the neighbors was about where the tenants would park. He said one parking space is required for each bedroom, for a total of eight parking spaces. Neighbors were concerned about parking and traffic on the corner lot.

Council Member Steele verified that the original house on that lot faced McGee Street, and it has been replatted where it will now face Maxey Street.

Deputy Mayor Teamann said there are normally not a lot of four bedroom duplexes and asked if this was a common parking structure. Mr. Shadden said it makes a lot of impervious surface on that lot.

Council Member Steele asked if there was any discussion with the owners about downsizing the duplex on that lot. Mr. Shadden said the owners were in attendance at the meeting. Seraj Ali, owner, indicated they could reduce the request to six bedrooms.

Deputy Mayor Teamann asked if the request could be tabled to allow them to bring back a modification for a three bedroom or if it needed to “run through the process.” Brandon Shelby, City Attorney, said he would need to verify if there was a statutory time limit for a decision on a Planning and Zoning issue.

Robby Hefton, City Manager, said the question is, can it be modified to six bedrooms now. Mr. Shelby said the Council can grant less than the applicant is asking for.

Mayor Plyler clarified that the Council could approach the issue several different ways. They could modify the motion to address a lower number of units, they could table the request for follow-up, it could be rejected, or it could be approved.

Council Member Howeth verified that one parking space is required for each bedroom in a duplex, but she wanted to be sure the City was not requiring more of them than of a single-family home. Mr. Shadden said, for all houses and duplexes, one parking space per bedroom, and at least two per unit are required.

Council Member Stevenson verified that the plan they submitted does have the required number of parking spaces.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Ordinance No. 6213, as presented. Second by Council Member Howeth.

VOTING AYE: Holland, Howeth, Stevenson.

VOTING NAY: Melton, Steele, Teamann, Plyler.

MOTION FAILED.

Ordinance 6214

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 MICRO-BLADING/PERMANENT MAKEUP IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1 (75 & 82 OVERLAY) DISTRICT AT 614 EAST LAMBERTH ROAD, BEING LOT 1, BLOCK 4, DR. J.H. CARRAWAY'S SUBDIVISION (J TOLAND'S CONTINENTAL STYLISTS, OWNERS; BARBIE WRIGHT, REPRESENTATIVE; AND OLGA KLADOVA, APPLICANT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6214
SUP FOR
PERMANENT
MAKEUP
(614 E. LAMBERTH)

Council Member Melton asked if they could designate that the tattoos could only be permanent make-up. Mr. Shadden said it could say permanent make-up and it could be limited to the applicant.

ACTION TAKEN.

Motion by Council Member Melton to approve Ordinance No. 6214, with the stipulation it is for permanent makeup only and that the SUP applies to the current applicant only.
Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 6479 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH THE PLAYGROUND, SHADE AND SURFACING DEPOT, LLC FOR THE LIBRARY PARK RENOVATIONS PROJECT

RES 6479
LIBRARY PARK
RENOVATIONS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH THE PLAYGROUND, SHADE AND SURFACING DEPOT, LLC FOR THE LIBRARY PARK RENOVATIONS PROJECT.

Theresa Hutchinson, Parks and Recreation Manager, said the staff is requesting to award the bid to The Playground, Shade and Surfacing Depot, LLC for the Library Park Renovations Project. This park will include a pavilion, benches, and outdoor musical equipment.

The Parks and Recreation Department and the Library have worked closely together to determine the type of equipment that will be best suited for this park. The equipment will also

need to accommodate the Library activities that will be offered. The outdoor musical instruments should also stand up to public use.

Ms. Hutchinson said six bids were received and The Playground, Shade and Surfacing Depot, LLC, was the lowest bid that met all the contract requirements and specifications. Their bid was \$82,664.00.

Council Member Melton asked for verification that this bid met the specifications better than another bid that was a lower amount. Ms. Hutchinson said the specifications were for a dual top pavilion that was nicer so it could be used for Library activities. Another company presented a cheaper bid, but the pavilion was not a dual type pavilion.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 6479, as presented. Second by Council Member Melton.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6483 – AUTHORIZING THE ADOPTION OF A WRITTEN DEFINITION AND CRITERIA FOR ACCURATELY DETERMINING THE SAFETY RECORD OF A BIDDER FOR CONTRACTOR CONSIDERATION

RES 6483
CONTRACTOR
SAFETY RECORDS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ADOPTION OF A WRITTEN DEFINITION AND CRITERIA FOR ACCURATELY DETERMINING THE SAFETY RECORD OF A BIDDER FOR CONTRACTOR CONSIDERATION.

Mr. Philpott said, with the size and cost of the City projects growing, such as for West Travis Street, the staff wanted to select contractors, not just based on their price, but also their qualifications, their construction time, and their safety record.

According to the Local Government Code, the City would be required to adopt a written criteria that outlines exactly how they rate a contractor's safety. By approving this resolution, the City would meet the "letter of the law" and allow them to consider the safety ratings of contractors, before large contracts are awarded.

Council Member Melton thanked the staff for doing that to consider safety when awarding bids.

ACTION TAKEN.

Motion by Council Member Melton to approve Resolution No. 6483, as presented. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6480 – AUTHORIZING THE PURCHASE OF A NEW 2019 AUTOCAR ACX64 FOR USE WITH HEIL DURAPACK PYTHON AUTOMATED SIDE LOAD REFUSE BODY FOR THE SOLID WASTE DEPARTMENT FROM CHASTANG ENTERPRISES, INC. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2019 AUTOCAR ACX64 FOR USE WITH HEIL DURAPACK PYTHON AUTOMATED SIDE LOAD REFUSE BODY FOR THE SOLID WASTE DEPARTMENT FROM CHASTANG ENTERPRISES, INC. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

RES 6480
SOLID WASTE
EQUIPMENT

RESOLUTION NO. 6481 – AUTHORIZING THE PURCHASE OF A NEW HEIL DP PYTHON 28 YARD ASL SIDE LOAD FOR THE SOLID WASTE DEPARTMENT FROM HEIL OF TEXAS, INC. THROUGH THE LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW HEIL DP PYTHON 28 YARD ASL SIDE LOAD FOR THE SOLID WASTE DEPARTMENT FROM HEIL OF TEXAS, INC. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

RES 6481
SOLID WASTE
EQUIPMENT

RESOLUTION NO. 6482 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH M&G HOME BUILDERS, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1103 SOUTH WALNUT STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH M&G HOME BUILDERS, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1103 SOUTH WALNUT STREET.
CONSENT AGENDA.

RES 6482
RESIDENTIAL TAX
ABATEMENT
(1103 S. WALNUT)

REQUEST TO ADVERTISE
CONSTRUCTION OF WEST TRAVIS STREET PHASE II AND III

Mr. Philpott said this is a request to advertise for the final two phases of West Travis Street. It will connect Phase I of Sherman Crossroads to the new Sherman High School that is currently under construction.

REQ TO ADVERTISE
W. TRAVIS ST.
CONSTRUCTION

The staff hopes to award bids in June 2019, start construction in late summer, and complete the project by August of 2020.

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve the request to advertise for bids for the construction of West Travis Street Phase II and III, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

OTHER BUSINESS

CONSIDER APPROVAL OF THE ANNEXATION SCHEDULING PLAN FOR ADOPTION OF 217.7 ACRES LOCATED WEST OF F.M. 1417, SOUTH OF O.B. GRONER ROAD, AND EAST OF BRADLEY ROAD, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; AND DIRECTING THE DEPARTMENT OF ENGINEERING SERVICES TO DEVELOP A SERVICE PLAN FOR THE AREA TO BE ANNEXED UPON APPROVAL OF THE ANNEXATION SCHEDULING PLAN

**ANNEXATION
SCHEDULE
(MUNSON
DEVELOPMENT)**

Mr. Philpott said this will set the schedule for the requested annexation of the Munson property, located west of FM 1417. The property is located near the new Sherman High School. Soon they will be presenting an application for a Planned Development of the area.

Council Member Howeth said there have been several annexations recently and she asked if the City is stretching the capabilities of the first responders by annexing these areas. She said some citizens have asked what they get from the annexations.

Mr. Hefton said all three annexations over the last several meetings have been requested by the property owner and are voluntary. Because of their proximity to the City limits, all these areas were already being served by the emergency responders.

He added that they are being annexed because there is pending development on each of these sites, which will add incremental tax dollars, which will pay for police and fire, library, animal control, and all the other general services, that come from adding property into the City limits.

ACTION TAKEN.

Motion by Council Member Howeth to approve the Annexation Scheduling Plan for annexation of 217.7 acres, located west of FM 1417, south of O.B. Groner Road, and east of Bradley Road, as presented. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

EXCEPTION AND VARIANCE APPROVAL FOR MKT REAL ESTATE HOLDINGS, OWNERS; SCHULMAN MBG, TENANT; CRAIG WALDRUM, SSC SIGN & LIGHTING, APPLICANT; AND JUSTIN BARNABEE, CHANDLER SIGNS, SIGN CONTRACTOR UNDER ORDINANCE NO. 2280, SECTION 6.8.4, SUBSECTION (8) AND ORDINANCE NO. 2252, ARTICLE IV, SECTION 410 (2)(N), BEING LOTS 3 AND 4, MBG SHERMAN ADDITION, TO ALLOW A 467 SQUARE FOOT, 60' TALL MULTI-TENANT FREESTANDING SIGN, ALONG SOUTH U.S. HIGHWAY 75 AND A 130 SQUARE FOOT, 12' TALL MULTI-TENANT MONUMENT SIGN, 18' FROM THE F.M. 1417 (VIETNAM VETERANS PARKWAY) PROPERTY LINE IN THE BLALOCK INDUSTRIAL PARK/BLALOCK COMMERCIAL OVERLAY DISTRICT

Mr. Shadden said this request is for the multi-tenant signs at the Movie Bowl Grill Development. They will be similar to signs located at Town Center and Sherman Commons, and will probably be the same for Sherman Crossroads. It's a large multi-tenant sign, and the other businesses will have the smaller signs that do conform.

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

Council Member Melton confirmed that it would be a digital sign. Council Member Holland asked how far away the sign would be visible as someone is driving into Sherman.

Mark Schulman, representing MBG Sherman Addition, said most digital signs can be seen from about a half mile away, it's legible within a quarter mile, and it's light-tolerant to meet the State Highway Codes.

ACTION TAKEN.

Motion by Council Member Stevenson to approve the Exception and Variance for MKT Real Estate Holdings to allow a 467 square foot, 60' tall multi-tenant freestanding sign along South U.S. Highway 75, and a 130 square foot, 12' tall multi-tenant monument sign, 18' from the FM 1417 (Vietnam Veterans Parkway) property line in the Blalock Industrial Park/Blalock Commercial Overlay District, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

FINAL PLAT APPROVAL OF MENJIVAR'S ADDITION, BEING 0.9956 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763; JOSE MENJIVAR, OWNER; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (2400 BLOCK OF NORTH HICKORY STREET)

The City Council approved the Final Plat of Menjivar's Addition, located in the 2400 block of North Hickory Street.

EXCEPTION &
VARIANCE FOR
MULTI-TENANT
SIGN AT SCHULMAN'S
MOVIE BOWL GRILL
(110 E. FM 1417)

APPROVE FINAL PLAT
MENJIVAR'S
ADDITION
(2400 BLOCK OF
N. HICKORY ST)

COUNCIL MINUTES – MAY 6, 2019

The 0.9956 acre tract is zoned an R-1 (One Family Residential) District and the owner would like to plat the property into two lots for residential development.

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

REPLAT APPROVAL OF LOTS 5 AND 6, BLOCK 16, B.H. MOORE HEIRS ADDITION, BEING ALL OF LOTS 5 AND 6, BLOCK 16, B.H. MOORE HEIRS ADDITION, CONTAINING 0.764 ACRES IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56; RAMIRO AND LETICA ALVAREZ, OWNERS; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR (1200 BLOCK OF SOUTH AUSTIN STREET AND 400 BLOCK OF WEST DULIN STREET)

The City Council approved the Replat of Lots 5 and 6, Block 16, of the B.H. Moore Heirs Addition, located in the 1200 block of South Austin Street and the 400 block of West Dulin Street. The 0.764 acre tract is zoned R-1 (One Family Residential) District and the owner would like to plat the property into three lots for residential development.

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

REPLAT APPROVAL OF AUSTIN HAWTHORN ADDITION, A REPLAT OF LOTS 1, 2, 3, & 4, PLAT OF J.S. HEFNER'S DIVISION OF 2.11 ACRES OF J.B. McANAIR SURVEY, BEING PART OF THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 AND ALL OF LOTS 1, 2, 3, AND 4, PLAT OF J.S. HEFNER'S DIVISION, CONTAINING 6.033 ACRES; AUSTIN COLLEGE, OWNERS; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (1900 BLOCK OF NORTH GRAND AVENUE AND 1100 BLOCK OF FRISCO ROAD)

The City Council approved the Replat of the Austin Hawthorn Addition, a Replat of Lots 1, 2, 3, and 4, Plat of J.S. Hefner's Division of 2.11 acres of J.B. McAnair Survey, and all of Lots 1, 2, 3, and 4, Plat of J.S. Hefner's Division, containing 6.033 acres.

The property is located in the 1900 block of North Grand Avenue and the 1100 block of Frisco Road, and is zoned an M-1 (Light Manufacturing) District. The owners would like to plat the property into two lots for development.

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

FINAL PLAT APPROVAL OF OPEL ADDITION, BEING 2.432 ACRES IN THE G.B. PILANT SURVEY, ABSTRACT NO. 963; EQUITY TRUST CO., OWNER; KALENA COOK, REPRESENTATIVE; AND OWENS LAND SURVEYING, SURVEYOR (1000 SOUTH GRIBBLE STREET)

APPROVE REPLAT
B.H. MOORE HEIRS
ADDITION
(1200 BLOCK OF
S. AUSTIN ST &
400 BLOCK OF W.
DULIN ST)

APPROVE REPLAT
AUSTIN HAWTHORN
ADDITION
(1900 BLOCK OF
N. GRAND & 1100
BLOCK OF FRISCO RD)

APPROVE FINAL PLAT
OPEL ADDITION
(1000 S. GRIBBLE ST)

COUNCIL MINUTES – MAY 6, 2019

The City Council approved the Final Plat of the Opel Addition, located at 1000 South Gribble Street. The 2.432 acre tract is zoned R-1 (One Family Residential) District and the owner would like to plat the property into three lots for residential development.

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

CITIZENS REQUESTS

HIGH WEEDS AND GRASS

Harrol Orr, 3118 Dauphine Drive, said his neighbor won't take care of his yard and the grass is over two foot tall. He mowed the front yard but won't mow the back yard. If he mows it now, the dead grass will be a fire hazard.

Mr. Orr said he had called the City's Code Enforcement Office and they said they weren't responsible for the backyard, only the front yard. The house is located at 3122 Dauphine Drive.

MEDIA QUESTIONS

There were no media questions.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO
BOARDS AND COMMISSIONS

KEEP SHERMAN BEAUTIFUL COMMISSION (3)

ACTION TAKEN.

Motion by Council Member Howeth to appoint Ronald Engelke, Rajendra Wagle, and Misty Dawn Tucker to the Keep Sherman Beautiful Commission for a term from May 7, 2019 until January 1, 2021. Second by Deputy Mayor Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

MAIN STREET ADVISORY COMMITTEE (1)

ACTION TAKEN.

Motion by Council Member Melton to appoint Sean Vanderveer to the Main Street Advisory Committee to fill an unexpired term from May 7, 2019 until March 31, 2020 Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

COUNCIL COMMENTS

THANKS TO STAFF

Deputy Mayor Teamann thanked Mr. Hefton; Terrence Steele, Assistant City Manager; and Steve Ayers, Assistant City Manager, for their hard work, saying they hardly ever get praise. He thanked them for always taking his telephone calls and always being available.

HIGH WEEDS
& GRASS

MEDIA QUESTIONS

KEEP SHERMAN
BEAUTIFUL
COMMISSION

MAIN STREET
ADVISORY
COMMITTEE

THANKS TO STAFF

THANKS TO STAFF

Council Member Melton recognized the hard work of the Engineering Department due to all the recent growth in the City and the work on the streets.

She also thanked Mr. Philpott for his work on the safety criteria for contractors.

REMEMBER TEACHERS

Council Member Melton also asked everyone to remember the teachers as they reach the end of the school year.

ANNOUNCEMENTS

Mayor Plyler announced the following:

- The Kyle Petty Charity Ride will stop in Sherman on May 8, 2019, at 12:00 noon, at the Harley Davidson Shop. Kyle and Richard Petty will be there, along with Herschel Walker, George Rogers, and a host of racing's biggest names.
- Sherman Main Street will host its annual Imagine the Possibilities Tour of beautiful, historic downtown, on May 9, 2019. The event will kick off at the Old Iron Post at 5:00 p.m.
- Hot Summer Nights is only a month away and will kick off on June 6, 2019, with the band Flock of Seagulls. The event takes place every Thursday in June and July on the Municipal Lawn.

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

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

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

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

THANKS TO STAFF

**REMEMBER
TEACHERS**

ANNOUNCEMENTS

EXECUTIVE SESSION

COUNCIL MINUTES – MAY 6, 2019

SECTION 551.074 -- PERSONNEL MATTERS:
CONSIDER THE QUALIFICATIONS,
APPOINTMENT AND REMOVAL OF
MEMBERS TO BOARDS AND
COMMISSIONS:
PLANNING AND ZONING
COMMISSION (2)

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

On Motion duly made and carried, the Open Meeting recessed
and reconvened in Executive Session at 5:58 p.m.

On Motion duly made and carried, the Executive Session
recessed at 6:34 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

PLANNING AND ZONING COMMISSION (2)

ACTION TAKEN.

Motion by Council Member Stevenson to reappoint David
Downtown and Trish Wood to the Planning and Zoning
Commission for a term from May 2, 2019 until May 2, 2022.

Second by Deputy Mayor Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

PLANNING &
ZONING COMMISSION

ADJOURNMENT

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

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.1.

Meeting Date: 05/20/2019

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

FIRST PUBLIC HEARING

Conduct the First Public Hearing Concerning the Annexation of Approximately 217.7 acres of land located West of F.M. 1417, South of O.B. Groner Road, and East of Bradley Road, Adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction

Issue:

To conduct the first public hearing concerning the annexation of approximately 217.7 acres located west of F.M. 1417, South of O.B. Groner Road, and East of Bradley Road, adjacent to the Sherman City Limits, and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. This annexation was initiated by the property owner, The Munson Realty Company. At its May 6th meeting, the City Council approved the schedule for annexation of this property, which sets the first and second public hearings for this meeting, and introduction and adoption of the Ordinance to annex the subject property at the June 17th regular Council meeting.

Development and construction of the new High School has resulted in increased development for the area along F.M. 1417. Munson Realty Group owns the land directly south of the High School site and is working toward the submittal of an over 600-acre Planned Development. The Munson Realty Group has requested this 217.7 acre tract be accepted into the City limits so that the entire Planned Development will be within the City Limits. The rest of the development is currently within the Sherman City Limits.

State law requires the City Council conduct two (2) public hearings on its intent to annex and the provision of services no later than forty (40) days nor earlier than twenty (20) days before introduction of the annexation ordinance. Publication of notice of these hearings must be no later than twenty (20) days nor earlier than ten (10) days before each hearing. State law also requires that the City Council shall direct its planning department to develop a service plan for the proposed annexation area. The City Charter requires at least seventy-two (72) hours public notice of the annexation ordinance before its adoption.

Nothing in the statute requires that the two public hearings on the intent to annex be held on separate dates, or even at separate meetings. As the annexation was requested by the property owner and not likely to elicit objection, City staff recommended that both public hearings on the intent to annex be held at this meeting and that action on the annexation ordinance be taken at the June 17th regular meeting.

Origination:

Letter requesting annexation by The Munson Realty Company, subject Property Owner / Developer

Financial Consideration:

Once developed, the additional property taxes on the land raised from this annexation are estimated at about \$150,000 annually, which approximates the estimated costs associated with providing general City services.

Staff Recommendation:

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

Alternatives:

As directed by the City Council

Attachments

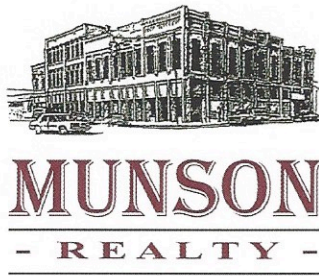
Annexation Scheduling Plan
Request for Annexation dated May 1, 2019
Legal Description
Municipal Service Plan
Aerial Location Map

ANNEXATION SCHEDULING PLAN

**Annexation of approximately 217.7 acres of land adjacent to the city limits
located West of F.M. 1417, South of O.B. Groner Road, and East of Bradley Road,
being more specifically described as:
MUNSON DEVELOPMENT**

- Wednesday, May 8, 2019..... Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
- Thursday, May 9, 2019..... Post notice on City's website, newspaper and City Hall for City Council's 1st and 2nd Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
- Thursday, May 16, 2019..... Post notice of 1st and 2nd Public Hearing under the Open Meetings Act.
- Monday, May 20, 2019..... City Council's 1st and 2nd Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
- Thursday, June 13, 2019..... Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.*
- Monday, June 17, 2019..... City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.* (Regular Council Meeting)

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



May 1, 2019

Mr. Robby Hefton
City Manager
City of Sherman
220 West Mulberry Street
Sherman, TX 75090

Dear Mr. Hefton,

On behalf of The Munson Realty Company, owner, I would like to request that the City of Sherman consider annexation proceedings concerning the following property:

Situated in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract 625, and described as 238.74 acres, as conveyed by Robert S. Davis et ux to The Munson Realty Company by deed dated December 29, 1960, recorded in Volume 925, Page 261, Deed Records, Grayson County, Texas and being more particularly described by the attached Survey and metes and bounds.

Sincerely,
The Munson Realty Company

Merry Munson Wyatt
President

Enclosure



**PROPOSED ANNEXATION
(CITY OF SHERMAN, TEXAS)**

PROPERTY DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, and being a part of the same tract of land described as 385 acres, comprised of First Tract, described as 190 acres, and Second Tract, described as 390-1/2 acres, Save and Except 5-1/2 acres, as conveyed by Robert S. Davis et ux to The Munson Realty Company by deed dated December 29, 1960, recorded in Volume 925, Page 261, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found maintaining the Southwest corner of the said 385 acre tract in the West line of the said Elizabeth Jones Survey and East line of the Thomas Jones Survey, Abstract No. 635, said spike also being at the intersection of an East-West road locally known as Old Dorchester Road with the center of a public road to the North locally known as Bradley Road, said spike also maintaining an inside angle corner to the same tract of land described as 175.04 acres conveyed by Thomas D. Scott to TLS Investments, L.P. by deed dated November 14, 2017, recorded in Document No. 2017-27771, Official Public Records, Grayson County, Texas;

Thence North 14°17'41" West with said center of Bradley Road and West line of the said Elizabeth Jones Survey, at a distance of 3060.58 feet passing the Northeast corner of the said Thomas Jones Survey, the most Northerly Northeast corner of the said 175.04 acre tract, the Southeast corner of the Jason Stamps Survey, Abstract No. 1115, and the most Southerly Southeast corner of the same tract of land described as 220.14 acres conveyed by Bobbie Lou Gee et al to Huy Quach and Charles Shao Wu by deed dated June 3, 2002, recorded in Volume 3260, Page 62, said Official Public Records, and continuing, leaving said road at its turn to the East and continuing for a total distance of 3400.39 feet to a 1/2" steel rod found maintaining the Northwest corner of the said 385 acre tract and an inside "L" corner to the said 220.14 acre tract at the intersection of the extended center of Bradley Road with the extended center from the East of a public road locally known as O. B. Groner Road;

Thence North 74°04'23" East, entering and continuing with said center of O. B. Groner Road a distance of 1585.34 feet to a spike nail set marking the most Easterly Southeast corner of the said 220.14 acre tract and the Southwest corner of the same tract of land described as 70.15 acres conveyed by \$G Holdings, Ltd et al to A.R.C. STX Holdings, L.L.C. by deed dated December 18, 2009, recorded in Volume 4740, Page 328, said Official Public Records;

Thence North 73°45'28" East continuing with said center of O. B. Groner Road a distance of 851.32 feet to a point for the Northeast corner of the herein described tract in the West line of the Sherman City Limits as described in Ordinance No. 3262 dated August 14, 1978;

Thence South 26°33'47" East with said West line a distance of 1652.29 feet to a point for the beginning of a curve to the left having a radius of 2686.48 feet;

Thence in a Southeasterly direction continuing with said West line along said curve, (chord bears South 34°39'22" East, 840.89 feet), an arc distance of 843.69 feet to a point for the most Easterly Southeast corner of the herein described tract at the intersection of said West line of City Limits with the North line of the same tract of land described as 34.93 acres previously severed from said Second Tract and subsequently conveyed by Farmington 1417, Ltd. to Classic Ed Jointure by deed dated January 29, 2016, recorded in Volume 5752, Page 746, said Official Public Records;

Thence South 52°06'46" West with a fence a distance of 579.84 feet to a wooden corner post maintaining the Northwest corner of the said 34.93 acre tract;

Thence South 16°06'21" East with a fence, exiting said fence at 977.3 feet at a fence post on the North side of said Old Dorchester Road and continuing for a total distance of 995.27 feet to a spike nail set marking the Southwest corner of the said 34.93 acre tract in the said center of Old Dorchester Road in or near the South line of the said Elizabeth Jones Survey and North line of both the William Martin Survey, Abstract No. 765 and the same tract of land described as 54.785 acres conveyed by Western Investments to 6401 Skillman I, Ltd. by deed dated February 16, 2006, recorded in Volume 4008, Page 808, said Official Public Records;

Thence South 73°54'10" West with said center of road a distance of 360.31 feet to a spike nail set marking the Northwest corner of the said 54.785 acre tract and the Northeast corner of the same tract of land described as 47.243 acres and referred to as Tract Two as conveyed by Jane Mangrum to Trinidad Ranch, L.L.C. by deed dated December 16, 2016, recorded in Volume 5923, Page 765, said Official Public Records;

Thence South 73°25'25" West continuing with said center of road, passing the Easterly Northwest corner of said Tract Two and the Northeast corner of the same tract of land described as 7.50 acres and referred to as Tract One in said Volume 5923, Page 765 and continuing for a total distance of 450.89 feet to a spike nail set at an angle point;

Thence South 83°00'03" West continuing with said center of road, passing the Northwest corner of said Tract One and the Westerly Northeast corner of said Tract Two and continuing for a total distance of 918.79 feet to a spike nail found maintaining the Westerly Northwest corner of said Tract Two and the most Easterly Northeast corner of the said 175.04 acre tract;

Thence South 83°18'36" West continuing with said center of road and extending at its turn Southwesterly for a distance of 771.37 feet to a 1/2" steel rod set marking an angle point in a North line of the said 175.04 acre tract;

Thence South 55°26'36" West continuing with said center of road a distance of 98.80 feet to the Point-of-Beginning and containing 217.7 acres of land more or less.....

I, James R. Maret, Registered Professional Land Surveyor, hereby certify that the above legal description was prepared from an actual survey made on the ground and is true and correct to the best of my knowledge and belief.

James R. Maret
Registered Professional
Land Surveyor No. 5433

05-01-2019

City of Sherman Municipal Service Plan Munson Development

INTRODUCTION:

The annexation is the site of approximately 217.7 acres West of F.M. 1417, South of O.B. Groner Road, and East of Bradley, lying adjacent to the City of Sherman existing city limits.

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

MUNICIPAL SERVICES TO BE PROVIDED:

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

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

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

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

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

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

CONSTRUCTION INSPECTIONS: Building inspection activities will be available upon annexation.

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

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

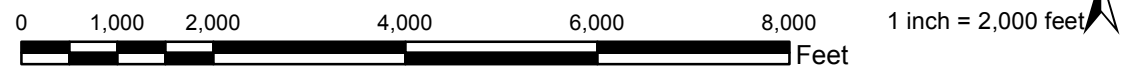
PLANNING AND ZONING: The Planning and Zoning jurisdiction of the City will extend to this area on the effective date of this annexation. All areas will be annexed as an AG on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

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

SEWER SERVICE: Upon annexation, the City of Sherman will provide sewer service to the annexed area. Any required utility extensions to serve the area will be constructed in accordance with the City's Developer's Ordinance.

Munson Development Annexation





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.2.

Meeting Date: 05/20/2019

Prepared By: Terrence Steele, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6216

Amending Chapter 8 of the Code of Ordinances, entitled "Offenses and Nuisances", to Delete Article 8.07, entitled "Noise", in its entirety, and to Provide for a New Article 8.07 to be entitled "Noise"; Providing for an Effective Date

Issue:

To consider approval of amendments to the City's "Noise" regulations, codified at Article 8.07 of the Sherman Code of Ordinances

Background:

The City's Noise code provisions adopted in 1991 are out of date with the things going on in Sherman. There was a recent complaint of playing music at the Sherman High School football practice facility that prompted the review of the current Noise code provisions. Upon review of our provisions, with the exception of the recently adopted construction ordinance, it is the staff's recommendation that we totally revamp our Noise code provisions to more closely align with things taking place in Sherman today. The proposed ordinance was gleaned from several growing cities with an increased population density that included new construction and new schools in close proximity to housing developments.

Origination:

Councilman Daron Holland

Financial Consideration:

None

Staff Recommendation:

It is recommended that the City Council approve the proposed deletion and replacement of Article 8.07 to be entitled, "Noise".

Alternatives:

Council could elect not to pass the proposed ordinance, leaving Article 8.07 unchanged.

Attachments

Ordinance No. 6216

ORDINANCE NO. 6216

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 8 OF THE CODE OF ORDINANCES, ENTITLED "OFFENSES AND NUISANCES", TO DELETE ARTICLE 8.07, ENTITLED "NOISE", IN ITS ENTIRETY, AND TO PROVIDE FOR A NEW ARTICLE 8.07 TO BE ENTITLED "NOISE"; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 8 of the Code of Ordinances of the City of Sherman, Texas, entitled "Offenses and Nuisances", be amended to delete Article 8.07, entitled "Noise", in its entirety.

~~Sec. 8.07.001—Exemptions from article~~

~~None of the terms or prohibitions of this article shall apply to or be enforced against:~~

- ~~(1)—Any vehicle of the city, county or state while engaged upon necessary public business.~~
- ~~(2)—Any vehicle recognized under existing law as an emergency vehicle while serving its purpose in an actual emergency.~~
- ~~(3)—Excavations or repairs on bridges, streets or highways by or on behalf of the city, county or state during the night when the public welfare and convenience renders it impossible to perform such work during the day.~~

~~(1991 Code, sec. 20-1)~~

~~Sec. 8.07.002—Loud, disturbing and unnecessary noise generally~~

~~The creating of any unreasonably loud, disturbing and unnecessary noise within the corporate limits of the city is prohibited. Any noise of such character, intensity or duration as to be detrimental to the life or health of any individual, or in disturbance of the public peace and welfare, is prohibited. (1991 Code, sec. 20-2)~~

~~Sec. 8.07.003—Use of loudspeakers and amplifiers~~

~~The maintenance or operation of any loudspeaker or amplifying device on the outside of any building or structure in the city whereby music, speaking or noises of any type are or may be~~

~~transmitted outside the confines of a fully enclosed stone or wood structure is prohibited; provided, however, that the city manager may, on being shown to his satisfaction that the operation thereof will not create an undue disturbance, grant a temporary permit to persons desiring to use loudspeakers or other electrical devices for parades or for religious, social or political gatherings to be held in any park or other suitable place of assembly; and further provided that between the hours of 8:00 a.m. and 9:00 p.m. the reasonable use of amplifiers as an integral part of a system or set of chimes or carillon or the ringing of bells to call the people to religious worship by any of the duly constituted, organized and recognized churches of the city, or the use of any public address systems or amplifiers in any ballpark or stadium while an athletic contest is in progress therein, or at the municipal swimming pool, shall not be deemed a violation of this section. (1991 Code, sec. 20-3)~~

~~Sec. 8.07.004 — Playing of radios, television sets, etc~~

~~The playing of any radio, television set, phonograph or any musical instrument in such a manner or with such volume, particularly during the hours between 11:00 p.m. and 7:00 a.m., as to annoy or disturb the quiet, comfort or repose of persons in any office or hospital or in any dwelling, hotel or other type of residence, or of any person in the vicinity, is hereby prohibited. (1991 Code, sec. 20-4)~~

~~Sec. 8.07.005 — Yelling, shouting, etc., on streets~~

~~Yelling, shouting, hooting, whistling or singing on the public streets, particularly between the hours of 11:00 p.m. and 7:00 a.m. or at any time or place so as to annoy or disturb the quiet, comfort or repose of any persons in any hospital, dwelling, hotel or any other type of residence or of any persons in the vicinity is hereby prohibited. (1991 Code, sec. 20-5)~~

~~Sec. 8.07.006 — Noisy animals and fowl~~

~~The keeping of any animal, bird or fowl which, by causing frequent or long continued noise, shall disturb the comfort or repose of persons in the vicinity is hereby prohibited. (1991 Code, sec. 20-6)~~

~~Sec. 8.07.007 — Blowing of steam whistles~~

~~The blowing of any steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work, or as a warning of fire or danger, or upon request of proper city authorities, is hereby prohibited. (1991 Code, sec. 20-7)~~

~~Sec. 8.07.008 — Mufflers for engines~~

~~It shall be unlawful to discharge into the open air the exhaust of any steam engine, stationary internal combustion engine, motor vehicle or motorboat engine, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom. (1991 Code, sec. 20-8)~~

~~Sec. 8.07.009 — Building and excavating operations~~

~~The erection (including excavation), demolition, alteration or repair of any building in any residential district or section, and the excavation of streets and highways in any residential district or section, other than between the hours of 7:00 a.m. and 8:00 p.m. on Monday through Friday, 8:00 a.m. and 5:00 p.m. on Saturday, and 1:00 p.m. and 5:00 p.m. on Sunday, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve and Christmas Day, is hereby prohibited, except in case of urgent necessity in the interest of public health and safety and then only with a permit from the city manager, which permit may be granted for a period not to exceed thirty (30) days while the emergency continues. If the city manager should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 8:00 p.m. and 7:00 a.m. on Monday through Friday, 8:00 p.m. Friday through 8:00 a.m. Saturday, 5:00 p.m. Saturday through 1:00 p.m. Sunday, and 5:00 p.m. Sunday through 7:00 a.m. Monday, and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done within the hours of 8:00 p.m. and 7:00 a.m. on Monday through Friday, 8:00 p.m. Friday through 8:00 a.m. Saturday, 5:00 p.m. Saturday through 1:00 p.m. Sunday, and 5:00 p.m. Sunday through 7:00 a.m. Monday, and upon application being made at the time the permit for the work is awarded or during progress of the work. (Ordinance 6182 adopted 2/18/19)~~

~~Sec. 8.07.010 — Excessive noise near schools, courts, hospitals or churches~~

~~The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court while the same is in session, or adjacent to any hospital, which unreasonably interferes with the working or sessions thereof, is hereby prohibited. (1991 Code, sec. 20-10)~~

~~Sec. 8.07.011 — Use of noise to attract attention to shows, sales, etc.~~

~~The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention by creation of noise to any performance, show, sale or display of merchandise is hereby declared to be unlawful. (1991 Code, sec. 20-11)~~

~~Sec. 8.07.012 — Noisy vehicles generally~~

~~The use of any automobile, motorcycle, streetcar or other vehicle so out of repair, so loaded, or in such a manner as to cause loud and unnecessary grating, grinding, rattling or other noise is hereby declared to be unlawful. (1991 Code, sec. 20-12)~~

~~Sec. 8.07.013 — Loading or unloading of vehicles; opening or destruction of bales, boxes, etc.~~

~~The creation of a loud and excessive noise in connection with the loading or unloading of any vehicle or the opening and destruction of bales, boxes, crates and containers is hereby prohibited. (1991 Code, sec. 20-13)~~

~~Sec. 8.07.014 — Sounding of vehicle horn or signal~~

~~The sounding of any horn or signal device on any automobile, motorcycle, bus, or other vehicle while not in motion, except as a danger signal if another vehicle is approaching, apparently out of control, or if in motion, as a warning signal only; or the creation by means of any such signal device of any unreasonably loud or harsh sounds, and the sounding of such device for an unnecessary and unreasonable period of time, is hereby prohibited. (1991 Code, sec. 20-14)~~

~~Sec. 8.07.015 — Parking of refrigerated type trucks and/or trailers~~

~~(a) — It shall be unlawful for the owner or person in control of any refrigerated type truck and/or trailer to allow the same to be parked for a period of time in excess of two (2) hours within a distance of two hundred (200) feet from a residential structure.~~

~~(b) — It shall, further, be unlawful for the owner or person in control of any motel, truck stop or similar commercial activity to authorize, permit, or acquiesce to the parking of refrigerated type trucks and/or trailers in violation of subsection (a) above.~~

~~(1991 Code, sec. 20-15)~~

SECTION 2. That Chapter 8 of the Code of Ordinances of the City of Sherman, Texas, entitled “Offenses and Nuisances”, be amended to add a new Article 8.07 to be entitled “Noise”, said article to read as follows:

ARTICLE 8.07. NOISE

Sec. 8.07.001 Purpose.

The purpose of this article is to make it unlawful for any person or entity to make, cause to be made or allow any loud or unreasonably loud and disturbing noise of such character, intensity and duration as to be detrimental or offensive to the ordinary sensibilities of the inhabitants of the city, and/or which renders the enjoyment of life, health or property uncomfortable or interferes with public peace and comfort.

Sec. 8.07.002 Definitions.

(a) *The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:*

City means the City of Sherman, employees or any authorized representative of the city.

Construction means any site preparation, assembly, erection, substantial repair, alteration, or similar action (excluding demolition) of public or private right-of-way surfaces, structures, utilities or similar property.

Demolition means any dismantling, intentional destruction or removal of public or private right-of-way surfaces, structures, utilities or similar property.

Device means any mechanism which is intended to produce, or which actually produces, noise when operated or handled.

Emergency vehicle means a motor vehicle used in response to a public calamity or to protect persons or property from an imminent exposure to danger.

Garbage means all animal and vegetable matter, food containers, ashes, paper, small hedges and lawn trimmings, rubbish, trash, waste material, refuse including solid, liquid, semisolid, or containing gaseous material, resulting from residential, municipal, commercial, community and institutional activities.

Motor vehicle means any vehicle propelled by mechanical power, such as, but not limited to, any passenger car, truck, truck-trailer, semi-trailer, camper, motorcycle, minibike, go-cart, dune buggy or racing vehicle.

Noise disturbance means any sound which annoys or disturbs, or which causes or tends to cause an adverse psychological or physiological effect upon, the sensibilities of a reasonable, prudent, adult person; and unreasonably loud or disturbing noise which renders the enjoyment of life or property uncomfortable or interferes with public peace and comfort.

Noise disturbance per se means not requiring extraneous evidence or support to establish the existence of a noise disturbance.

Nonresidential district means any district not classified by the zoning ordinance as containing residential homes, apartments or condominiums.

Owner means any person having supervision or control of any property.

Power equipment means any motorized electric or fuel powered equipment, including, but not limited to, tractors, lawnmowers, and other similar device or equipment.

Power model vehicle means any self-propelled airborne, waterborne, or land borne plane, vessel, or vehicle, which is not designed to carry persons, including, but not limited to, any model airplane, boat, car or rocket.

Property means any lot, tract, parcel of land or a portion thereof, occupied or unoccupied, improved or unimproved, public or private within the corporate limits of the city.

Property boundary means an imaginary line exterior to any enclosed structure, at the ground surface and its vertical extension, which separates the real property owned by one person from that owned by another person.

Quiet zone means any territory adjacent to or within a distance of 500 feet from the nearest property line of (1) any residential district or (2) any real property on which a school, college, hospital, clinic, library or other noise-sensitive facility is situated.

Residential district means any district classified by the zoning ordinance as containing residential homes, apartments or condominiums.

Roadway means any street, alley, parkway, sidewalk or gutter.

Rubbish means any refuse, garbage, litter or worthless material.

(b) All terminology used in this article and not specifically defined above shall retain its meaning in conformance with applicable publications of the American National Standards Institute (ANSI) or its successor body and/or the latest volume of Webster's Collegiate Dictionary.

Sec. 8.07.003 Specific noise disturbance prohibited.

(a) No person shall allow, make or cause to be made any unreasonably loud or disturbing noise that is offensive to the sensibilities of a reasonable, prudent adult person, renders the enjoyment of life or property uncomfortable, interferes with public peace and comfort, or causes a noise disturbance as defined.

(b) The following includes, but is not limited to, activities which can create unreasonably loud or disturbing noises in violation of this article, including activities which are noise disturbances per se, unless an exemption exists or a permit of variance was first obtained as provided in section 8.07.006.

- (1) Animals. Owning, keeping, possessing, or harboring any animal or fowl which by frequent or habitual noise making, unreasonably disturbs or interferes with the peace, comfort or repose of citizens, or causes a noise disturbance as defined herein. The provision of this article shall apply to all private or public facilities including any animal shelter or commercial kennel, which holds or treats animals.*
- (2) Radios, television sets, musical instruments, loudspeaking amplifiers and similar devices.*
 - a. The using, operating or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers or other machine or device for the producing or reproducing of sound within a quiet zone in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 8:00*

a.m. Sunday through Thursday, and between the hours of 11:30 p.m. and 8:00 a.m., Friday and Saturday.

- b. The using, operating or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeaker and sound amplifiers or other machine or device for the producing or reproducing of sound within a nonresidential area in such a manner as to cause a noise disturbance.*
- c. The using, operating or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers or other machine or device that produces or reproduces sound for the purpose of attracting attention to any cause or demonstration, or to any performance, show, sale or display of merchandise so as to attract attention to such cause, demonstration or premises when such use is done in a manner which causes a noise disturbance.*
- d. The using, operating or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers or other machine or device on trucks or other moving vehicles for the purpose of attracting attention to any cause or demonstration, or for advertising any show, sale or display of merchandise when such use is done in a manner which causes a noise disturbance.*
- e. The using, operating or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers or other machine or device for the producing or reproducing of sound outdoors in a portion of Historic Downtown Sherman being the area depicted on **Illustration One** below between the hours of 10:00 p.m. and 8:00 a.m.. Any such activity shall not create a disturbance if acoustic, non-amplified musical instruments are used between the hours of 10:00 p.m. and 11:30 p.m.*
- f. The using, operating or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, phonograph, television set, loudspeakers and sound amplifiers or other machine or device for the producing or reproducing of sound outdoors in the area shown in **Illustration One** if the source of the sound is located indoors.*



Sherman
ENGINEERING DEPT.
300 W. GILBERT
SHERMAN, TX 79660

Central Business District

1 inch = 500 feet



Illustration One

- (3) Vehicular sound amplification systems. Operating or controlling a motor vehicle in either a public or private place within the city and operating any sound device which is part of, or connected to, any radio, stereo receiver, compact disc player, cassette tape player, or other similar device in the motor vehicle in such a manner that, when operated, it is audible at a distance of 30 feet, or when operated, causes a person to be aware of the vibration accompanying the sound at a distance of 30 feet from the source when such operation is done in a manner which causes a noise disturbance.

- (4) *Yelling, shouting, etc. The yelling, shouting, crying, hooting, whistling or singing of peddlers, hawkers or any other person in such a manner to cause a noise disturbance.*
- (5) *Loading operations. The loading or unloading of any vehicle in such a manner as to cause a noise disturbance.*
- (6) *Building and excavating operations.*
 - a. *The erection (including excavation), demolition, alteration or repair of any building in any residential district or section, and the excavation of streets and highways in any residential district or section, other than between the hours of 7:00 a.m. and 8:00 p.m. on Monday through Friday, 8:00 a.m. and 5:00 p.m. on Saturday, and 1:00 p.m. and 5:00 p.m. on Sunday, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve and Christmas Day, is hereby prohibited, except in case of urgent necessity in the interest of public health and safety and then only with a permit from the city manager, which permit may be granted for a period not to exceed thirty (30) days while the emergency continues.*
 - b. *If the city manager should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 8:00 p.m. and 7:00 a.m. on Monday through Friday, 8:00 p.m. Friday through 8:00 a.m. Saturday, 5:00 p.m. Saturday through 1:00 p.m. Sunday, and 5:00 p.m. Sunday through 7:00 a.m. Monday, and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done within the hours of 8:00 p.m. and 7:00 a.m. on Monday through Friday, 8:00 p.m. Friday through 8:00 a.m. Saturday, 5:00 p.m. Saturday through 1:00 p.m. Sunday, and 5:00 p.m. Sunday through 7:00 a.m. Monday, and upon application being made at the time the permit for the work is awarded or during progress of the work.*
- (7) *Power equipment.*
 - a. *Operating or permitting to be operated any power equipment (as defined herein and excluding construction equipment which is specifically regulated above) within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 8:00 a.m.*

- b. Operating or permitting to be operated any power equipment (as defined herein and excluding construction equipment which is specifically regulated above) within a nonresidential district in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 8:00 a.m.*
- (8) Motor vehicles—Repairs or testing.*
 - a. The repairing, rebuilding, modifying or testing of any motor vehicle (including off-road vehicles) or watercraft within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 9:00 p.m. and 8:00 a.m.*
 - b. The repairing, rebuilding, modifying or testing any motor vehicle (including off-road vehicles) or watercraft within a nonresidential district in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 8:00 a.m.*
- (9) Same—Running loud or out of repair.*
 - a. The use of any automobile, motorcycle, or other vehicle so out of repair, so modified, or so loaded, which emits or creates loud or unnecessary grading, grinding or rasping noise, the excessive spinning of the tires, or the racing of a motor vehicle engine unnecessarily within a residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, such activity shall create a noise disturbance per se if conducted between the hours of 9:00 p.m. and 8:00 a.m.*
 - b. The use of any automobile, motorcycle or other vehicle so out of repair, so modified, or so loaded, which emits or creates loud or unnecessary grading, grinding or rasping noise, the excessive spinning of the tires, or the racing of a motor vehicle engine unnecessarily within a nonresidential district in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 8:00 a.m.*
- (10) Same—Exhaust. The discharge into the open air of the exhaust of any motor vehicle in such a manner as to cause a noise disturbance, except as discharged through a muffler or other device which effectively and efficiently prevents loud and unusual noises and annoying smoke.*

- (11) *Explosive devices. Sound sources including, but not limited to, the use of fireworks, explosives, the firing of guns or other explosive devices in such a manner as to cause a noise disturbance; provided, however, no such noise disturbance shall be deemed to exist when the activity is conducted in strict accordance with said ordinance or authority.*
- (12) *Powered model mechanical devices.*
- a. *The flying of model aircraft powered by internal combustion engines, whether tethered or not, or the firing or operating of model rocket vehicles or other similar noise producing devices, within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 8:00 a.m.*
 - b. *The flying of model aircraft powered by internal combustion engines, whether tethered or not, or the firing or operating of model rocket vehicles or other similar noise producing devices within a nonresidential district in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 8:00 a.m.*
- (13) *Refuse-compacting vehicles. Operating or permitting to be operated any refuse compacting, processing or collection vehicles in any residential district or quiet zone, or within 500 feet of any residence or quiet zone in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 6:00 a.m. No noise disturbance shall be deemed to occur when the noise is created in the regular course of the activity for which the equipment is designed and is designed and the noise occurs for no longer than reasonably necessary to conduct the activity and the hours of operation occur between 6:01 a.m. and 9:59 p.m.*
- (14) *Parking of refrigerated-type trucks and/or trailers.*
- a. *It shall be unlawful for the owner or person in control of any refrigerated-type truck and/or trailer to allow the same to be parked for a period of time in excess of two (2) hours within a distance of two hundred (200) feet from a residential structure.*
 - b. *It shall, further, be unlawful for the owner or person in control of any motel, truck stop or similar commercial activity to authorize, permit or acquiesce to the parking of refrigerated-type trucks and/or trailers in violation of subsection (a) above.*

- (15) *Quiet zone. Creating a noise disturbance on any street adjacent to any school, hospital, clinic, library or other noise sensitive facility.*
- (16) *Stationary nonemergency signaling devices. Sounding or permitting the sounding of any electronically activated or amplified signal from any stationary bell, chime, siren, whistle, or similar device, intended primarily for nonemergency purposes, from any place for more than five minutes during any consecutive 60-minute period which causes a noise disturbance. Such signaling device is allowed if used as a danger signal, residential alarm, and/or as required by law if a vehicle is backing, starting or turning in such a way as to likely cause a collision.*

Sec. 8.07.004 Exemptions.

The following sources of potential noise disturbance shall be exempt from the regulations of this article:

- (1) *Safety signals, storm warning sirens or horns and the testing of such equipment, emergency vehicle sirens or horns used when responding to an emergency, and emergency pressure relief valves;*
- (2) *Sound caused in the performance of emergency or public service work, including police, fire and public utility operations, acting in the performance of lawful duties to protect the health, safety or welfare of the community;*
- (3) *Sounds caused by natural phenomena; and*
- (4) *Activities conducted on public parks and playgrounds which are approved, sponsored or sanctioned by the city. Activities conducted on public or private grounds including, but not limited to, school athletic and school entertainment events (i.e., practices, rehearsals, etc.) which are approved, sponsored or sanctioned by the school.*

Sec. 8.07.005 Defenses.

It shall be an affirmative defense to prosecution under this Article that:

- (1) *The noise is immediately and reasonably necessary to prevent imminent threat of bodily injury, death, or loss of property.*
- (2) *The noise is a reasonable result from a lawfully scheduled event in full compliance with all permits issued by the City and all other local, state, and federal laws, including, but not limited to:*
 - a. *A stadium or sporting event;*
 - b. *A school-sponsored event;*
 - c. *A parade;*

- d. *An amphitheater event;*
 - e. *A musical performance;*
 - f. *An event using a real or simulated cannon, firearm, gunfire, explosive or pyrotechnic item; or*
 - g. *An event, fun run, race, festival or fiesta that was sponsored or co-sponsored by the City.*
- (3) *The noise is produced as part of a religious observance or service, provided the sound does not cumulatively exceed five (5) minutes duration in any one-hour period.*
- (4) *The noise is produced by reasonable activities conducted in public parks, public playgrounds, or public or private school grounds, at any point from 7:00 a.m. through 10:00 p.m.*

Sec. 8.07.006 *Permits of variance.*

(a) *The assistant city manager, or his designated representative, is authorized to grant permits for relief of any provision in this article on the basis of undue hardship in cases where:*

- (1) *The sound source will be of short duration and the activity cannot be conducted in a manner as to comply with this article;*
- (2) *Additional time is necessary for the applicant to alter or modify their activity or operation to comply with this article; or*
- (3) *No reasonable alternative is available to the applicant.*

(b) *A special events noise variance permit allowing specific deviations from this article may be issued by the assistant city manager, or his designated representative, without a demonstration of undue hardship, for events of limited duration (not to exceed seven days) which, in the opinion of the director, promote identifiable historical, cultural, artistic, economic development, or community goals (including, but not limited to, the promotion of community activity in the commercial historic district), including conditions for the variance specific to the use; provided that any noise disturbance created by such activity will be abated when such request is made by the director, or his designated representative. The fee in subsection (e) of this section shall apply to any permit issued.*

(c) *An automatic variance will be granted without the payment of permit fees for the purpose of conducting parades or other public events; provided that any noise disturbance created by such activity will be abated when such request is made by the assistant city manager, or his designated representative.*

(d) *The assistant city manager, or his designated representative, may prescribe any reasonable conditions or requirements deemed necessary to minimize adverse effects and may suspend any permit issued for violating any provisions prescribed in the permit of variance.*

(e) A fee as determined from time to time by city council shall be charged to each applicant for processing permit applications.

Sec. 8.07.007 Appeals.

(a) Any applicant who has been denied a permit of variance or any permittee whose permit has been suspended, shall have the right to a hearing before the city manager.

(b) Request for a hearing shall be made in writing and received by the assistant city manager, or his designated representative, within ten days of the date of the denial or the date of the notice of the suspension. The city manager may review the appeal at a staff level and has the authority to reject the action of his designated representative and order that a permit be granted or to reinstate a suspended permit. However, should the city manager uphold the denial or suspension of a permit, he shall, or his designated representative shall, schedule a hearing within 30 days of receipt of the request.

(c) The city manager shall have the authority to review all pertinent files and information regarding the applicant/permittee which are in the custody of the assistant city manager, or his designated representative. Additionally, the city manager shall have the authority to accept written and verbal testimony from the assistant city manager, his designated representative, any appropriate city staff member, applicant/permittee and interested citizens. The city manager shall also have the authority to place time restrictions on the testimony to be given at the hearing.

(d) The city manager shall have the authority to assess whether the assistant city manager, or his designated representative, acted properly within the powers granted under this article in the denial or suspension of a permit. Upholding the action of the assistant city manager, or his designated representative, shall affirm the denial or suspension. Rejection of the action of the assistant city manager, or his designated representative, shall automatically grant a permit or reinstate a suspended permit.

(e) No person whose permit has been denied or suspended, shall create or allow the creation of the noise disturbance in dispute prior to a determination by the city manager.

Sec. 8.07.008 Penalty.

Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed \$500.00. A separate offense shall be deemed committed upon each day during or on which a violation or failure to comply occurs or continues to occur. Allegation and evidence of a culpable mental state is not required for the proof of an offense defined by this article.

Sec. 8.07.009 Injunctive relief.

In addition to and accumulative of all other penalties, the city shall have the right to seek injunctive relief for any and all violations of this article.

SECTION 3. That this ordinance shall take effect immediately from and after its passage and publication of the caption as required by law.

SECTION 4. That an offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances of the City of Sherman, as amended, in effect when the offense was committed; and the former law is continued in effect for this purpose.

SECTION 5. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 6. That the provisions of this ordinance are servable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity of effectiveness of the remainder of the ordinance.

SECTION 7. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 8. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

EFFECTIVE DATE on this the _____ day of _____, 2019.

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**



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.3.

Meeting Date: 05/20/2019

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

SECOND PUBLIC HEARING

Conduct the Second Public Hearing Concerning the Annexation of Approximately 217.7 acres of land located West of F.M. 1417, South of O.B. Groner Road, and East of Bradley Road, Adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction

Issue:

To conduct the second public hearing concerning the annexation of approximately 217.7 acres located west of F.M. 1417, South of O.B. Groner Road, and East of Bradley Road, adjacent to the Sherman City Limits, and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. This annexation was initiated by the property owner, The Munson Realty Company. At its May 6th meeting, the City Council approved the schedule for annexation of this property, which sets the first and second public hearings for this meeting, and introduction and adoption of the Ordinance to annex the subject property at the June 17th regular Council meeting.

Development and construction of the new High School has resulted in increased development for the area along F.M. 1417. Munson Realty Group owns the land directly south of the High School site and is working toward the submittal of an over 600-acre Planned Development. The Munson Realty Group has requested this 217.7 acre tract be accepted into the City limits so that the entire Planned Development will be within the City Limits. The rest of the development is currently within the Sherman City Limits.

State law requires the City Council conduct two (2) public hearings on its intent to annex and the provision of services no later than forty (40) days nor earlier than twenty (20) days before introduction of the annexation ordinance. Publication of notice of these hearings must be no later than twenty (20) days nor earlier than ten (10) days before each hearing. State law also requires that the City Council shall direct its planning department to develop a service plan for the proposed annexation area. The City Charter requires at least seventy-two (72) hours public notice of the annexation ordinance before its adoption.

Nothing in the statute requires that the two public hearings on the intent to annex be held on separate dates, or even at separate meetings. As the annexation was requested by the property owner and not likely to elicit objection, City staff recommended that both public hearings on the intent to annex be held at this meeting and that action on the annexation ordinance be taken at the June 17th regular meeting.

Origination:

Letter requesting annexation by The Munson Realty Company, subject Property Owner / Developer

Financial Consideration:

Once developed, the additional property taxes on the land raised from this annexation are estimated at about \$150,000 annually, which approximates the estimated costs associated with providing general City services.

Staff Recommendation:

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

Alternatives:

As directed by the City Council

Attachments

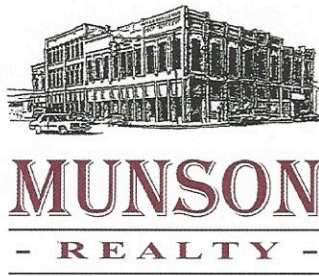
Annexation Scheduling Plan
Request for Annexation dated May 1, 2019
Legal Description
Municipal Service Plan
Aerial Location Map

ANNEXATION SCHEDULING PLAN

**Annexation of approximately 217.7 acres of land adjacent to the city limits
located West of F.M. 1417, South of O.B. Groner Road, and East of Bradley Road,
being more specifically described as:
MUNSON DEVELOPMENT**

- Wednesday, May 8, 2019..... Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
- Thursday, May 9, 2019..... Post notice on City's website, newspaper and City Hall for City Council's 1st and 2nd Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
- Thursday, May 16, 2019..... Post notice of 1st and 2nd Public Hearing under the Open Meetings Act.
- Monday, May 20, 2019..... City Council's 1st and 2nd Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
- Thursday, June 13, 2019..... Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.*
- Monday, June 17, 2019..... City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.* (Regular Council Meeting)

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



May 1, 2019

Mr. Robby Hefton
City Manager
City of Sherman
220 West Mulberry Street
Sherman, TX 75090

Dear Mr. Hefton,

On behalf of The Munson Realty Company, owner, I would like to request that the City of Sherman consider annexation proceedings concerning the following property:

Situated in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract 625, and described as 238.74 acres, as conveyed by Robert S. Davis et ux to The Munson Realty Company by deed dated December 29, 1960, recorded in Volume 925, Page 261, Deed Records, Grayson County, Texas and being more particularly described by the attached Survey and metes and bounds.

Sincerely,
The Munson Realty Company

Merry Munson Wyatt
President

Enclosure



**PROPOSED ANNEXATION
(CITY OF SHERMAN, TEXAS)**

PROPERTY DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, and being a part of the same tract of land described as 385 acres, comprised of First Tract, described as 190 acres, and Second Tract, described as 390-1/2 acres, Save and Except 5-1/2 acres, as conveyed by Robert S. Davis et ux to The Munson Realty Company by deed dated December 29, 1960, recorded in Volume 925, Page 261, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning *at a railroad spike found maintaining the Southwest corner of the said 385 acre tract in the West line of the said Elizabeth Jones Survey and East line of the Thomas Jones Survey, Abstract No. 635, said spike also being at the intersection of an East-West road locally known as Old Dorchester Road with the center of a public road to the North locally known as Bradley Road, said spike also maintaining an inside angle corner to the same tract of land described as 175.04 acres conveyed by Thomas D. Scott to TLS Investments, L.P. by deed dated November 14, 2017, recorded in Document No. 2017-27771, Official Public Records, Grayson County, Texas;*

Thence *North 14°17'41" West with said center of Bradley Road and West line of the said Elizabeth Jones Survey, at a distance of 3060.58 feet passing the Northeast corner of the said Thomas Jones Survey, the most Northerly Northeast corner of the said 175.04 acre tract, the Southeast corner of the Jason Stamps Survey, Abstract No. 1115, and the most Southerly Southeast corner of the same tract of land described as 220.14 acres conveyed by Bobbie Lou Gee et al to Huy Quach and Charles Shao Wu by deed dated June 3, 2002, recorded in Volume 3260, Page 62, said Official Public Records, and continuing, leaving said road at its turn to the East and continuing for a total distance of 3400.39 feet to a 1/2" steel rod found maintaining the Northwest corner of the said 385 acre tract and an inside "L" corner to the said 220.14 acre tract at the intersection of the extended center of Bradley Road with the extended center from the East of a public road locally known as O. B. Groner Road;*

Thence *North 74°04'23" East, entering and continuing with said center of O. B. Groner Road a distance of 1585.34 feet to a spike nail set marking the most Easterly Southeast corner of the said 220.14 acre tract and the Southwest corner of the same tract of land described as 70.15 acres conveyed by \$G Holdings, Ltd et al to A.R.C. STX Holdings, L.L.C. by deed dated December 18, 2009, recorded in Volume 4740, Page 328, said Official Public Records;*

Thence *North 73°45'28" East continuing with said center of O. B. Groner Road a distance of 851.32 feet to a point for the Northeast corner of the herein described tract in the West line of the Sherman City Limits as described in Ordinance No. 3262 dated August 14, 1978;*

Thence *South 26°33'47" East with said West line a distance of 1652.29 feet to a point for the beginning of a curve to the left having a radius of 2686.48 feet;*

Thence in a Southeasterly direction continuing with said West line along said curve, (chord bears South 34°39'22" East, 840.89 feet), an arc distance of 843.69 feet to a point for the most Easterly Southeast corner of the herein described tract at the intersection of said West line of City Limits with the North line of the same tract of land described as 34.93 acres previously severed from said Second Tract and subsequently conveyed by Farmington 1417, Ltd. to Classic Ed Jointure by deed dated January 29, 2016, recorded in Volume 5752, Page 746, said Official Public Records;

Thence South 52°06'46" West with a fence a distance of 579.84 feet to a wooden corner post maintaining the Northwest corner of the said 34.93 acre tract;

Thence South 16°06'21" East with a fence, exiting said fence at 977.3 feet at a fence post on the North side of said Old Dorchester Road and continuing for a total distance of 995.27 feet to a spike nail set marking the Southwest corner of the said 34.93 acre tract in the said center of Old Dorchester Road in or near the South line of the said Elizabeth Jones Survey and North line of both the William Martin Survey, Abstract No. 765 and the same tract of land described as 54.785 acres conveyed by Western Investments to 6401 Skillman I, Ltd. by deed dated February 16, 2006, recorded in Volume 4008, Page 808, said Official Public Records;

Thence South 73°54'10" West with said center of road a distance of 360.31 feet to a spike nail set marking the Northwest corner of the said 54.785 acre tract and the Northeast corner of the same tract of land described as 47.243 acres and referred to as Tract Two as conveyed by Jane Mangrum to Trinidad Ranch, L.L.C. by deed dated December 16, 2016, recorded in Volume 5923, Page 765, said Official Public Records;

Thence South 73°25'25" West continuing with said center of road, passing the Easterly Northwest corner of said Tract Two and the Northeast corner of the same tract of land described as 7.50 acres and referred to as Tract One in said Volume 5923, Page 765 and continuing for a total distance of 450.89 feet to a spike nail set at an angle point;

Thence South 83°00'03" West continuing with said center of road, passing the Northwest corner of said Tract One and the Westerly Northeast corner of said Tract Two and continuing for a total distance of 918.79 feet to a spike nail found maintaining the Westerly Northwest corner of said Tract Two and the most Easterly Northeast corner of the said 175.04 acre tract;

Thence South 83°18'36" West continuing with said center of road and extending at its turn Southwesterly for a distance of 771.37 feet to a 1/2" steel rod set marking an angle point in a North line of the said 175.04 acre tract;

Thence South 55°26'36" West continuing with said center of road a distance of 98.80 feet to the Point-of-Beginning and containing 217.7 acres of land more or less.....

I, James R. Maret, Registered Professional Land Surveyor, hereby certify that the above legal description was prepared from an actual survey made on the ground and is true and correct to the best of my knowledge and belief.

James R. Maret
Registered Professional
Land Surveyor No. 5433

05-01-2019

City of Sherman Municipal Service Plan Munson Development

INTRODUCTION:

The annexation is the site of approximately 217.7 acres West of F.M. 1417, South of O.B. Groner Road, and East of Bradley, lying adjacent to the City of Sherman existing city limits.

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

MUNICIPAL SERVICES TO BE PROVIDED:

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

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

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

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

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

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

CONSTRUCTION INSPECTIONS: Building inspection activities will be available upon annexation.

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

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

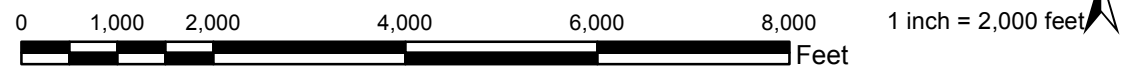
PLANNING AND ZONING: The Planning and Zoning jurisdiction of the City will extend to this area on the effective date of this annexation. All areas will be annexed as an AG on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

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

SEWER SERVICE: Upon annexation, the City of Sherman will provide sewer service to the annexed area. Any required utility extensions to serve the area will be constructed in accordance with the City's Developer's Ordinance.

Munson Development Annexation





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.4.

Meeting Date: 05/20/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 6216

Issue:

B. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6216

Amending Chapter 8 of the Code of Ordinances, entitled "Offenses and Nuisances", to Delete Article 8.07, entitled "Noise", in its entirety, and to Provide for a New Article 8.07 to be entitled "Noise"; Providing for an Effective Date



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.5.

Meeting Date: 05/20/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

D. 1. * REQUEST TO ADVERTISE

Site Improvements at the Firearms Training Facility for the City of Sherman Police Department



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.1.

Meeting Date: 05/20/2019

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6484

Authorizing the Acceptance and Dedication of Right of Way being called Legacy Boulevard, being dedicated to the City of Sherman by Right-of-Way Dedication Deeds filed of record in Document Nos. 2018-20633, 2018-19631, 2019-3223, Official Public Records, Grayson County, Texas, totaling 2.076 acres of the Sherrod Dunham Survey, Abstract No. 329, being further described in Exhibit A attached, for public use and utility purposes being the construction of a road, Legacy Boulevard, east of U.S. Highway 75 Frontage Road and south of Vietnam Veterans Parkway (F.M. 1417)

Issue:

To consider authorizing the acceptance and dedication of Right of Way being called Legacy Boulevard, being dedicated to the City of Sherman by Right-of-Way Dedication Deeds filed of record.

Background:

Legacy Boulevard is currently being constructed east of U.S. Highway 75 Frontage Road and south of Vietnam Veterans Parkway (F.M. 1417). Right-of-Way Dedication Deeds for property along the new road have been filed of record in document numbers 2018-20633, 2018-19631, 2019-3223, Official Public Records, Grayson County, Texas.

Origination:

Engineering Department

Financial Consideration:

Construction of Legacy Boulevard is being managed through a Developer's Agreement with 58 Aggie Development, LLC. Legacy Boulevard construction bid price is \$1,968,565.24. Once complete and accepted by the City of Sherman, the City will take over long-term maintenance of the thoroughfare.

Staff Recommendation:

The staff recommends the City Manager authorize the acceptance and dedication of Right of Way being called Legacy Boulevard.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6484

Exhibit A

Document No. 2018-20633

Document No. 2018-19631

Document No. 2019-3223

Aerial Location Map

RESOLUTION NO. 6484

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE AND DEDICATION OF RIGHT OF WAY BEING CALLED LEGACY BOULEVARD, BEING DEDICATED TO THE CITY OF SHERMAN BY RIGHT-OF-WAY DEDICATION DEEDS FILED OF RECORD IN DOCUMENT NOS. 2018-20633, 2018-19631, 2019-3223, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS, TOTALING 2.076 ACRES OF THE SHERROD DUNHAM SURVEY, ABSTRACT NO. 329, BEING FURTHER DESCRIBED IN EXHIBIT A ATTACHED, FOR PUBLIC USE AND UTILITY PURPOSES BEING THE CONSTRUCTION OF A ROAD, LEGACY BOULEVARD, EAST OF U.S. HIGHWAY 75 FRONTAGE ROAD AND SOUTH OF VIETNAM VETERANS PARKWAY (F.M. 1417); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to accept and dedicate right of way being called Legacy Boulevard, being dedicated to the City of Sherman by Right-of-Way Dedication Deeds filed of record in Document Nos. 2018- 20633, 2018-19631, 2019-3223, Official Public Records, Grayson County, Texas, totaling 2.076 acres of the Sherrod Dunham Survey, Abstract No. 329, being further described in Exhibit A attached, for public use and utility purposes being the construction of a road, Legacy Boulevard, east of U.S. Highway 75 Frontage Road and south of Vietnam Veterans Parkway (F.M. 1417), in accordance with all 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 _____, 2019.

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

EXHIBIT A

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020

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

TBPLS Firm Registration No. 10088100

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

0.458 Acres

SITUATED in the County of Grayson, State of Texas, and being a part of the Sherrod Dunham Survey, Abstract No. 329, and being a part of Lot 4, MBG Sherman Addition to the City of Sherman, Texas, as per plat of record in Document No. 2018-51, Plat Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar found stamped “RPLS 4709” in the East right-of-way line of U. S. Highway No. 75, at the Northwest corner of the 12.166 ac. tract of land conveyed to Ramanujam K. Vangipuram in Volume 5948, Page 638, Official Public Records, Grayson County, Texas, at the Southwest corner of both said Lot 4 and the herein described tract;

THENCE North 15 deg. 32 min. 24 sec. West, with the East right-of-way line of said highway and a West line of said Lot 4, a distance of 43.00 ft. to a point at the Southwest corner of Lot 3, at the most Westerly Northwest corner of said Lot 4, at the Northwest corner of the herein described tract;

THENCE North 74 deg. 41 min. 12 sec. East, with the South line of said Lot 3, with a North line of said Lot 4, passing the Southeast corner of said Lot 3, an Ell corner of said Lot 4 and continuing now over and across said Lot 4 for a total distance of 357.15 ft. to a point at the beginning of a curve;

THENCE Easterly, continuing over and across said Lot 4 and with a curve to the right, having a radius of 313.50 ft. and a central angle of 30 deg. 21 min. 47 sec. (chord bears North 89 deg. 52 min. 05 sec. East, 164.20 ft.), an arc distance of 166.14 ft. to a point in the North line of said Vangipuram 12.166 ac., in the South line of said Lot 4, at the most Easterly corner of the herein described tract, said point being South 74 deg. 41 min. 12 sec. West, 61.21 ft. from a 1/2 inch capped rebar found stamped “RPLS 5557” at the Northeast corner of said Vangipuram 12.166 ac., the Southeast corner of said Lot 4;

THENCE South 74 deg. 41 min. 12 sec. West, with the North line of said Vangipuram 12.166 ac. and the South line of said Lot 4, a distance of 515.45 ft. to the **PLACE OF BEGINNING** and containing **0.458 ACRES** of land.


Kate A. Wagner, R. P. L. S. No. 6578
August 22, 2018



Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020

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

TBPLS Firm Registration No. 10088100

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

0.845 Acres

SITUATED in the County of Grayson, State of Texas, and being a part of the Sherrod Dunham Survey, Abstract No. 329, and being a part of the 13.41 ac. tract of land conveyed to Sherman Economic Development Corporation by Garcha Corporation by Warranty Deed dated August 25, 2015 and recorded in Volume 5680, Page 685, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch rebar found in the East line of the 12.166 ac. tract of land conveyed to Ramanujam K. Vangipuram in Volume 5948, Page 638, said Official Public Records, at a Northwest corner of the Terra Perpetua, LLC 245.83 acre tract of land in Instrument No. 2018-3686, said Official Public Records, at the Southwest corner of both said Sherman Economic Development Corporation 13.41 ac. and the herein described tract;

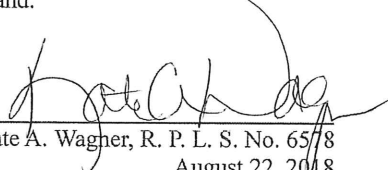
THENCE North 13 deg. 57 min. 11 sec. West, with the East line of said Vangipuram 12.166 ac. and the West line of said Sherman Economic Development Corporation 13.41 ac., a distance of 172.03 ft. to a point at the Northwest corner of the herein described tract, being South 13 deg. 57 min. 11 sec. East, 45.79 ft. from a 1/2 inch capped rebar found stamped "RPLS 5557" at the Northeast corner of said Vangipuram 12.166 ac.;

THENCE Easterly, over and across said Sherman Economic Development Corporation 13.41 ac., the following calls and distances:

1. Southeasterly, with a curve to the right, having a radius of 313.50 ft. and a central angle of 8 deg. 59 min. 39 sec. (chord bears South 56 deg. 36 min. 35 sec. East, 49.16 ft.), an arc distance of 49.21 ft. to a point at the end of said curve, at the beginning of another curve;
2. Southeasterly, with a curve to the left, having a radius of 227.50 ft. and a central angle of 53 deg. 24 min. 58 sec. (chord bears South 78 deg. 49 min. 15 sec. East, 204.50 ft.), an arc distance of 212.10 ft. to a point at the end of said curve;
3. North 74 deg. 28 min. 16 sec. East, 381.88 ft. to an angle point;
4. North 29 deg. 31 min. 20 sec. East, 14.15 ft. to an angle point;
5. North 74 deg. 28 min. 16 sec. East, 30.00 ft. to a point in the East line of said Sherman Economic Development Corporation 13.41 ac. and a West line of said Terra Perpetua 245.83 ac., at the Northeast corner of the herein described tract;

THENCE South 15 deg. 25 min. 36 sec. East, with a West line of said Terra Perpetua 245.83 ac. and an East line of said Sherman Economic Development Corporation 13.41 ac., a distance of 53.00 ft. to a 1/2 inch rebar found at the Southeast base of a 4 inch bois d'arc corner post, at an Ell corner of said Terra Perpetua 245.83 ac., at the Southeast corner of both said Sherman Economic Development Corporation 13.41 ac. and the herein described tract;

THENCE South 74 deg. 28 min. 16 sec. West, with a North line of said Terra Perpetua 245.83 ac. and the South line of said Sherman Economic Development Corporation 13.41 ac., a distance of 641.52 ft. to the **PLACE OF BEGINNING** and containing **0.845 ACRES** of land.


Kate A. Wagner, R. P. L. S. No. 6578
August 22, 2018



Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020

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

TBPLS Firm Registration No. 10088100

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

0.773 Acres

SITUATED in the County of Grayson, State of Texas, and being a part of the Sherrod Dunham Survey, Abstract No. 329, and being a part of the 12.166 ac. tract of land conveyed to Ramanujam K. Vangipuram by Anthony Aleman by Warranty Deed dated February 10, 2017 and recorded in Volume 5948, Page 638, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar found stamped “RPLS 4709” in the East right-of-way line of U. S. Highway No. 75, at the Southwest corner of Lot 4, MBG Sherman Addition to the City of Sherman, Texas, as per plat of record in Document No. 2018-51, Plat Records, Grayson County, Texas, at the Northwest corner of both said Vangipuram 12.166 ac. and the herein described tract;

THENCE North 74 deg. 41 min. 12 sec. East, with the South line of said Lot 4 and the North line of said Vangipuram 12.166 ac., a distance of 576.65 ft. to a 1/2 inch capped rebar found stamped “RPLS 5557” in the West line of the 13.41 ac. tract of land conveyed to Sherman Economic Development Corporation in Volume 5680, Page 685, said Official Public Records, at the Southeast corner of said Lot 4, at the Northeast corner of both said Vangipuram 12.166 ac. and the herein described tract;

THENCE South 13 deg. 57 min. 11 sec. East, with the West line of said Sherman Economic Development Corporation 13.41 ac. and the East line of said Vangipuram 12.166 ac., a distance of 172.15 ft. to a point at the Southeast corner of the herein described tract, being North 13 deg. 57 min. 11 sec. West, 45.67 ft. from a 1/2 inch rebar found at the Southwest corner of said Sherman Economic Development Corporation 13.41 ac.

THENCE Northwesterly, over and across said Vangipuram 12.166 ac. and with a curve to the right, having a radius of 313.50 ft. and a central angle of 9 deg. 14 min. 31 sec. (chord bears North 56 deg. 44 min. 02 sec. West, 50.51 ft.), an arc distance of 50.57 ft. to a point at the end of said curve, at the beginning of another curve;

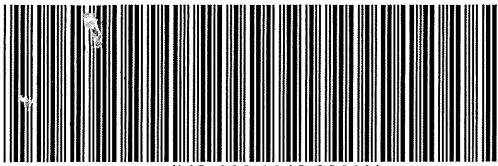
THENCE Northwesterly, continuing over and across said Vangipuram 12.166 ac. and with a curve to the left, having a radius of 227.50 ft. and a central angle of 53 deg. 12 min. 02 sec. (chord bears North 78 deg. 42 min. 47 sec. West, 203.73 ft.), an arc distance of 211.24 ft. to a point at the end of said curve;

THENCE South 74 deg. 41 min. 12 sec. West, continuing over and across said Vangipuram 12.166 ac., a distance of 356.78 ft. to a point in the East right-of-way line of said highway, in the West line of said Vangipuram 12.166 ac., at the Southwest corner of the herein described tract;

THENCE North 15 deg. 34 min. 53 sec. West, with the East right-of-way line of said highway and the West line of said Vangipuram 12.166 ac., a distance of 43.00 ft. to the **PLACE OF BEGINNING** and containing **0.773 ACRES** of land.




Kate A. Wagner, R. P. L. S. No 6578
August 22, 2018



VG-286-2018-20633

**Grayson County
Wilma Bush
County Clerk**

Instrument Number: 2018 - 20633

Real Property Recordings

Recorded On: September 12, 2018 10:20 AM

Number of Pages: 6

Parties: VANGIPURAM RAMANUKAM K ETAL

" Examined and Charged as Follows: "

Total Recording: \$42.00

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

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

File Information:

Document Number: 20633
Receipt Number: 20180912000070
Recorded Date/Time: September 12, 2018 10:20 AM
User: Josh M
Station: CLERK07

Record and Return To:

CITY OF SHERMAN
P.O. BOX 1106

SHERMAN TX 75091



STATE OF TEXAS
COUNTY OF GRAYSON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Bush
County Clerk
Grayson County, TX

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

RIGHT-OF-WAY DEDICATION DEED

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

That **RAMANUJAM K. VANGIPURAM and KOLLURU SAMRAJYAM** ("Grantor"), a Texas limited liability company, whose address is 14707 Marigold Drive, Frisco, TX 75035, for and in consideration of One Dollar and no Cents (\$1.00) and other good and valuable consideration in hand paid by the **CITY OF SHERMAN, TEXAS**, ("Grantee"), whose mailing address is P.O. Box 1106, Sherman, Texas 75091, the receipt and sufficiency of which consideration is hereby acknowledged, has DEDICATED, GRANTED, SOLD AND CONVEYED, and by these presents does DEDICATE, GRANT, SELL AND CONVEY unto Grantee as right of way for public street and utility purposes, including the right of ingress and egress, and regress therein, and easements to construct, maintain, public streets and utilities, or any other public purpose authorized by Local Government Code § 273.1 and deemed necessary by Grantee into and through all that certain real property located in the County of Grayson, State of Texas, being a tract or parcel of land situated in the Elizabeth Jones Survey, Abstract No. 625, containing 0.773 acres of land, more or less, and being more particularly described in Exhibit "A" attached hereto and for all purposes.

TO HAVE AND TO HOLD the above described property for said public street, utility, and other valid public purpose unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

SIGNED and effective this 31st day of August, 2018.

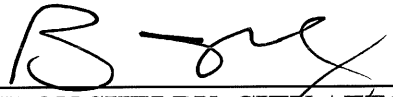
ATTEST:

GRANTEE:
CITY OF SHERMAN, TEXAS

BY: 
DAVID PLYLER, MAYOR

BY: 
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: 
BRANDON SHELBY, CITY ATTORNEY

Recorders Memo
Some portions of this
Document may not be
clearly legible.

GRANTOR:

Ramanujam
RAMANUJAM K. VANGIPURAM

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§
§
§

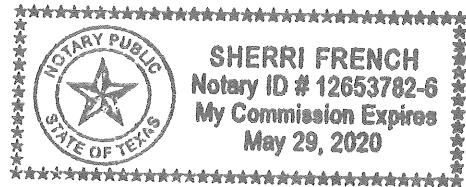
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Grayson

BEFORE ME, the undersigned authority, on this day personally appeared RAMANUJAM K. VANGIPURAM, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 31st day of August, 2018.

Sherrif French
NOTARY PUBLIC, STATE OF TEXAS



Notary's commission expires: 05-29-2020

GRANTOR:

Kolluru Samrajyam
KOLLURU SAMRAJYAM

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§
§
§

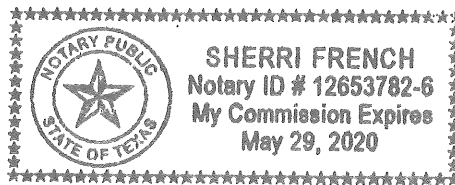
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Grayson

BEFORE ME, the undersigned authority, on this day personally appeared KOLLURU SAMRAJYAM, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 31st day of August, 2018.

Sherri French
NOTARY PUBLIC, STATE OF TEXAS



Notary's commission expires: 05-29-2020

AFTER RECORDING, RETURN TO

City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020

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

TBPLS Firm Registration No. 10088100

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

0.773 Acres

SITUATED in the County of Grayson, State of Texas, and being a part of the Sherrod Dunham Survey, Abstract No. 329, and being a part of the 12.166 ac. tract of land conveyed to Ramanujam K. Vangipuram by Anthony Aleman by Warranty Deed dated February 10, 2017 and recorded in Volume 5948, Page 638, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar found stamped “RPLS 4709” in the East right-of-way line of U. S. Highway No. 75, at the Southwest corner of Lot 4, MBG Sherman Addition to the City of Sherman, Texas, as per plat of record in Document No. 2018-51, Plat Records, Grayson County, Texas, at the Northwest corner of both said Vangipuram 12.166 ac. and the herein described tract;

THENCE North 74 deg. 41 min. 12 sec. East, with the South line of said Lot 4 and the North line of said Vangipuram 12.166 ac., a distance of 576.65 ft. to a 1/2 inch capped rebar found stamped “RPLS 5557” in the West line of the 13.41 ac. tract of land conveyed to Sherman Economic Development Corporation in Volume 5680, Page 685, said Official Public Records, at the Southeast corner of said Lot 4, at the Northeast corner of both said Vangipuram 12.166 ac. and the herein described tract;

THENCE South 13 deg. 57 min. 11 sec. East, with the West line of said Sherman Economic Development Corporation 13.41 ac. and the East line of said Vangipuram 12.166 ac., a distance of 172.15 ft. to a point at the Southeast corner of the herein described tract, being North 13 deg. 57 min. 11 sec. West, 45.67 ft. from a 1/2 inch rebar found at the Southwest corner of said Sherman Economic Development Corporation 13.41 ac.

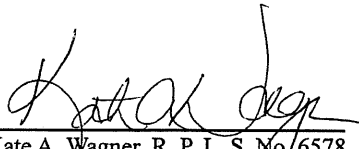
THENCE Northwesterly, over and across said Vangipuram 12.166 ac. and with a curve to the right, having a radius of 313.50 ft. and a central angle of 9 deg. 14 min. 31 sec. (chord bears North 56 deg. 44 min. 02 sec. West, 50.51 ft.), an arc distance of 50.57 ft. to a point at the end of said curve, at the beginning of another curve;

THENCE Northwesterly, continuing over and across said Vangipuram 12.166 ac. and with a curve to the left, having a radius of 227.50 ft. and a central angle of 53 deg. 12 min. 02 sec. (chord bears North 78 deg. 42 min. 47 sec. West, 203.73 ft.), an arc distance of 211.24 ft. to a point at the end of said curve;

THENCE South 74 deg. 41 min. 12 sec. West, continuing over and across said Vangipuram 12.166 ac., a distance of 356.78 ft. to a point in the East right-of-way line of said highway, in the West line of said Vangipuram 12.166 ac., at the Southwest corner of the herein described tract;

THENCE North 15 deg. 34 min. 53 sec. West, with the East right-of-way line of said highway and the West line of said Vangipuram 12.166 ac., a distance of 43.00 ft. to the **PLACE OF BEGINNING** and containing **0.773 ACRES** of land.




Kate A. Wagner, R. P. L. S. No 6578
August 22, 2018

U. S. Hwy. 75

ACCESS ROAD
(variable width right-of-way and pavement)

angle point in
right-of-way, being
S19°E, 1.04' from
a 5/8" rebar found

Lone Star Gas
easement in
Vol. 874, Pg. 305

P.O.B.
1/2" capped rebar
found "RPLS 4709"

Lot 2

MBC Sherman Addition to
the City of Sherman, Texas
Dec. No. 2018-51, P.R.G.C.T.

Lot 4

60.00'
roadway
easement

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	
C1	50.57'	313.50'	9°14'31"	N56°44'02"W	50.51'
C2	211.24'	227.50'	53°12'02"	N78°42'47"W	203.73'

Lot 3

1/2" rebar found
"RPLS 5557" at
North base of chainlink
fence corner post

Scale:
1"=100'

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

9.115 Acres
remainder of the Sherman
Economic Development Corporation
13.41 Acres in
Vol. 5880, Pg. 685

Sherrod Dunham Survey
Abstract No. 329
Grayson County, Texas

Right-of-way dedication over and across
the Vangipuram 12.166 Acres

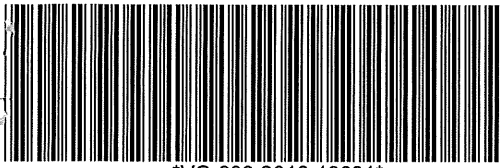
Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph: (903) 463-6191 Fax: (903) 463-4088
Email: helveysurvey@cablone.net
Texas Board of Professional Land Surveying
Firm Registration No. 10088100

Ramanujam K. Vangipuram
12.166 Acres
Vol. 5948, Pg. 638

Terra Perpetuu, LLC
245.83 Acres
Inst. No. 2018-3686
O.P.R.G.C.T.



Kate A. Wagner, R.P.L.S. No. 6578
Copyright Date: August 22, 2018



VG-286-2018-19631

**Grayson County
Wilma Bush
County Clerk**

Instrument Number: 2018 - 19631

Real Property Recordings

Recorded On: August 29, 2018 09:37 AM

Number of Pages: 6

Parties: MKT REAL ESTATE HOLDINGS LLC

" Examined and Charged as Follows: "

Total Recording: \$42.00

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

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

File Information:

Document Number: 19631
Receipt Number: 20180829000060
Recorded Date/Time: August 29, 2018 09:37 AM
User: Lauren R
Station: CLERK06

Record and Return To:

CITY OF SHERMAN
220 W MULBERRY

SHERMAN TX 75090



STATE OF TEXAS
COUNTY OF GRAYSON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Bush
County Clerk
Grayson County, TX

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

RIGHT-OF-WAY DEDICATION DEED

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

That **MKT REAL ESTATE HOLDINGS, LLC**, a Texas limited liability company ("Grantor"), a Texas limited liability company, whose address is 4565 Lake Shore Drive, Waco, Texas, 76710, for and in consideration of One Dollar and no Cents (\$1.00) and other good and valuable consideration in hand paid by the **CITY OF SHERMAN, TEXAS**, ("Grantee"), whose mailing address is P.O. Box 1106, Sherman, Texas 75091, the receipt and sufficiency of which consideration is hereby acknowledged, has DEDICATED, GRANTED, SOLD AND CONVEYED, and by these presents does DEDICATE, GRANT, SELL AND CONVEY unto Grantee as right of way for public street and utility purposes, including the right of ingress and egress, and regress therein, and easements to construct, maintain, public streets and utilities, or any other public purpose authorized by Local Government Code § 273.1 and deemed necessary by Grantee into and through all that certain real property located in the County of Grayson, State of Texas, being a part of Lot 4 of MBG Sherman Addition, an addition to the City of Sherman, Texas, as shown by plat of record in Document No. 2018-51, Plat Records, Grayson County, Texas, containing 0.458 acres of land, more or less, and being more particularly described in Exhibit "A" attached hereto and for all purposes.

TO HAVE AND TO HOLD the above described property for said public street, utility, and other valid public purpose unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

SIGNED and effective this 27th day of August, 2018.

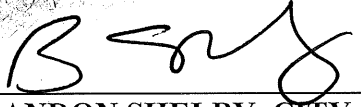
ATTEST:

GRANTEE:
CITY OF SHERMAN, TEXAS

BY: 
DAVID PLYLER, MAYOR

BY: 
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: 
BRANDON SHELBY, CITY ATTORNEY

Recorders Memo

Some portions of this
Document may not be
clearly legible.

GRANTOR:



Mark Schulman
Manager

ACKNOWLEDGEMENT

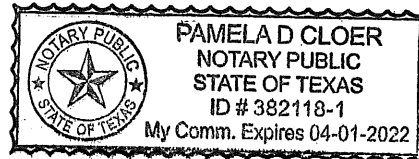
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF Grayson §

BEFORE ME, the undersigned authority, on this day personally appeared **MARK SCHULMAN** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 27th day of August, 2018.



NOTARY PUBLIC, STATE OF TEXAS



Notary's commission expires: 04/01/2022

AFTER RECORDING, RETURN TO

City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

EXHIBIT A

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020

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

TBPLS Firm Registration No. 10088100

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

0.458 Acres

SITUATED in the County of Grayson, State of Texas, and being a part of the Sherrod Dunham Survey, Abstract No. 329, and being a part of Lot 4, MBG Sherman Addition to the City of Sherman, Texas, as per plat of record in Document No. 2018-51, Plat Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar found stamped “RPLS 4709” in the East right-of-way line of U. S. Highway No. 75, at the Northwest corner of the 12.166 ac. tract of land conveyed to Ramanujam K. Vangipuram in Volume 5948, Page 638, Official Public Records, Grayson County, Texas, at the Southwest corner of both said Lot 4 and the herein described tract;

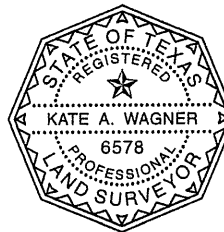
THENCE North 15 deg. 32 min. 24 sec. West, with the East right-of-way line of said highway and a West line of said Lot 4, a distance of 43.00 ft. to a point at the Southwest corner of Lot 3, at the most Westerly Northwest corner of said Lot 4, at the Northwest corner of the herein described tract;

THENCE North 74 deg. 41 min. 12 sec. East, with the South line of said Lot 3, with a North line of said Lot 4, passing the Southeast corner of said Lot 3, an Ell corner of said Lot 4 and continuing now over and across said Lot 4 for a total distance of 357.15 ft. to a point at the beginning of a curve;

THENCE Easterly, continuing over and across said Lot 4 and with a curve to the right, having a radius of 313.50 ft. and a central angle of 30 deg. 21 min. 47 sec. (chord bears North 89 deg. 52 min. 05 sec. East, 164.20 ft.), an arc distance of 166.14 ft. to a point in the North line of said Vangipuram 12.166 ac., in the South line of said Lot 4, at the most Easterly corner of the herein described tract, said point being South 74 deg. 41 min. 12 sec. West, 61.21 ft. from a 1/2 inch capped rebar found stamped “RPLS 5557” at the Northeast corner of said Vangipuram 12.166 ac., the Southeast corner of said Lot 4;

THENCE South 74 deg. 41 min. 12 sec. West, with the North line of said Vangipuram 12.166 ac. and the South line of said Lot 4, a distance of 515.45 ft. to the **PLACE OF BEGINNING** and containing **0.458 ACRES** of land.


Kate A. Wagner, R. P. L. S. No. 6578
August 22, 2018



Job No. BGS52818

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

9.115 Acres
remainder of the Sherman
Economic Development Corporation
13.41 Acres in
Vol. 5680, Pg. 685

Scale:
1"=100'



U. S. Hwy. 75

ACCESS ROAD
(variable width right-of-way and pavement)

angle point in
right-of-way, being
S19°E, 1.04' from
a 5/8" rebar found

Lone Star Gas
easement in
Vol. 874, Pg. 305

P.O.B.
1/2" capped rebar
found "RPLS 4709"

Lot 2

Lot 4

Lot 3

MBG Sherman Addition to
the City of Sherman, Texas
Dec. No. 2018-51, P.R.G.C.T.

Sherrod Dunham Survey
Abstract No. 329
Grayson County, Texas

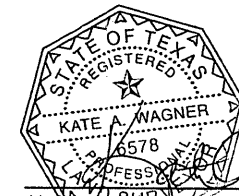
Ramenujam K. Vangipuram
12.166 Acres
Vol. 5948, Pg. 638

Grantor/Owner: MKT Real Estate Holdings, LLC

Right-of-way dedication over and
across Lot 4, MBG Sherman Addition

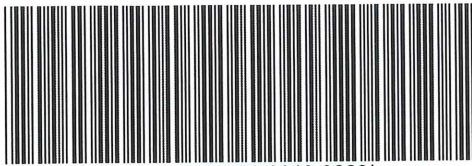
Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph: (903) 463-6191 Fax: (903) 463-4088
Email: helveysurvey@cablone.net
Texas Board of Professional Land Surveying
Firm Registration No. 10088100

Terra Perpetua, LLC
245.83 Acres
Inst. No. 2018-3686
O.P.R.G.C.T.



Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: August 22, 2018

EXHIBIT A



VG-286-2019-3223

**Grayson County
Wilma Bush
County Clerk**

Instrument Number: 2019 - 3223

Real Property Recordings

Recorded On: February 14, 2019 10:41 AM

Number of Pages: 6

Parties: SHERMAN ECONOMIC DEVELOPMENT CORPORATION

" Examined and Charged as Follows: "

Total Recording: \$42.00

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

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

File Information:

Document Number: 3223
Receipt Number: 20190214000040
Recorded Date/Time: February 14, 2019 10:41 AM
User: Josh M
Station: CLERK07

Record and Return To:

CITY OF SHERMAN
220 W MULBERRY

SHERMAN TX 75090



STATE OF TEXAS
COUNTY OF GRAYSON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Bush
County Clerk
Grayson County, TX

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

RIGHT-OF-WAY DEDICATION DEED

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

That **SHERMAN ECONOMIC DEVELOPMENT CORPORATION (SEDCO)**, a **Texas Type A Economic Development Corporation** ("Grantor"), a Texas limited liability company, whose address is 307 W. Washington St., Suite 102, Sherman, Texas 75090, for and in consideration of One Dollar and no Cents (\$1.00) and other good and valuable consideration in hand paid by the **CITY OF SHERMAN, TEXAS**, ("Grantee"), whose mailing address is P.O. Box 1106, Sherman, Texas 75091, the receipt and sufficiency of which consideration is hereby acknowledged, has DEDICATED, GRANTED, SOLD AND CONVEYED, and by these presents does DEDICATE, GRANT, SELL AND CONVEY unto Grantee as right of way for public street and utility purposes, including the right of ingress and egress, and regress therein, and easements to construct, maintain, public streets and utilities, or any other public purpose authorized by Local Government Code § 273.1 and deemed necessary by Grantee into and through all that certain real property located in the County of Grayson, State of Texas, being a tract or parcel of land situated in the Sherrod Dunham Survey, Abstract No. 329, containing 0.845 acres of land, more or less, and being more particularly described in Exhibit "A" attached hereto and for all purposes.

TO HAVE AND TO HOLD the above described property for said public street, utility, and other valid public purpose unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

SIGNED and effective this 12th day of February, 2019.

ATTEST:

GRANTEE:
CITY OF SHERMAN, TEXAS

BY:



DAVID PLYLER, MAYOR

BY:



LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY:



BRANDON SHELBY, CITY ATTORNEY

**GRANTOR: SHERMAN ECONOMIC DEVELOPMENT CORPORATION (SEDCO), a
Texas Type A Economic Development Corporation**



**Kent Sharp,
President**

ACKNOWLEDGEMENT

THE STATE OF TEXAS

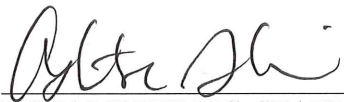
§
§
§

KNOW ALL MEN BY THESE PRESENTS:

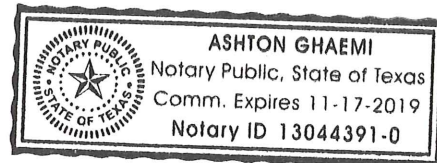
COUNTY OF Grayson

BEFORE ME, the undersigned authority, on this day personally appeared **KENT SHARP** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 12th day of February, 2019.



NOTARY PUBLIC, STATE OF TEXAS



Notary's commission expires: 11-17-2019

AFTER RECORDING, RETURN TO

City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

Job No. BGS54818

Sherrad Dunham Survey
Abstract No. 329
Grayson County, Texas

MBG Sherman Addition to
the City of Sherman, Texas
Doc. No. 2018-51, P.R.G.C.T.

Scale:
1"=100'

remainder of the Sherman
Economic Development Corporation
13.41 Acres in
Vol. 5680, Pg. 685

Terra Perpetua, LLC
245.83 Acres
Inst. No. 2018-3686
O.P.R.G.C.T.

Temporary
turnaround
easement

0.048 Acres

P.O.B.

S15°25'36"E
63.62'

S15°25'36"E
53.00'

1/2" rebar found
Southeast base of 4"
bois d'arc corner post

LINE TABLE		
LINE	LENGTH	BEARING
L1	14.15'	N29°31'20"E
L2	30.00'	N74°28'16"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	49.21'	313.50'	8°59'39"	S56°36'35"E 49.16'
C2	212.10'	227.50'	53°24'58"	S78°49'15"E 204.50'
C3	30.67'	20.00'	87°51'03"	N30°32'44"E 27.75'
C4	71.75'	60.00'	68°30'46"	N20°52'35"E 67.55'

Ramanujam K. Vangipuram
12.166 Acres
Vol. 5948, Pg. 638

Terra Perpetua, LLC
245.83 Acres
Inst. No. 2018-3686
O.P.R.G.C.T.

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

Right-of-way dedication over and across the
Sherman Economic Development Corp. 13.41 Acres

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



Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: August 22, 2018

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020

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

TBPLS Firm Registration No. 10088100

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

0.845 Acres

SITUATED in the County of Grayson, State of Texas, and being a part of the Sherrod Dunham Survey, Abstract No. 329, and being a part of the 13.41 ac. tract of land conveyed to Sherman Economic Development Corporation by Garcha Corporation by Warranty Deed dated August 25, 2015 and recorded in Volume 5680, Page 685, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch rebar found in the East line of the 12.166 ac. tract of land conveyed to Ramanujam K. Vangipuram in Volume 5948, Page 638, said Official Public Records, at a Northwest corner of the Terra Perpetua, LLC 245.83 acre tract of land in Instrument No. 2018-3686, said Official Public Records, at the Southwest corner of both said Sherman Economic Development Corporation 13.41 ac. and the herein described tract;

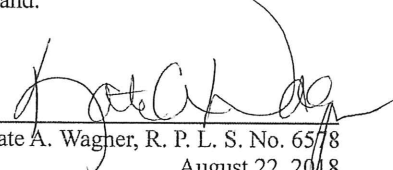
THENCE North 13 deg. 57 min. 11 sec. West, with the East line of said Vangipuram 12.166 ac. and the West line of said Sherman Economic Development Corporation 13.41 ac., a distance of 172.03 ft. to a point at the Northwest corner of the herein described tract, being South 13 deg. 57 min. 11 sec. East, 45.79 ft. from a 1/2 inch capped rebar found stamped "RPLS 5557" at the Northeast corner of said Vangipuram 12.166 ac.;

THENCE Easterly, over and across said Sherman Economic Development Corporation 13.41 ac., the following calls and distances:

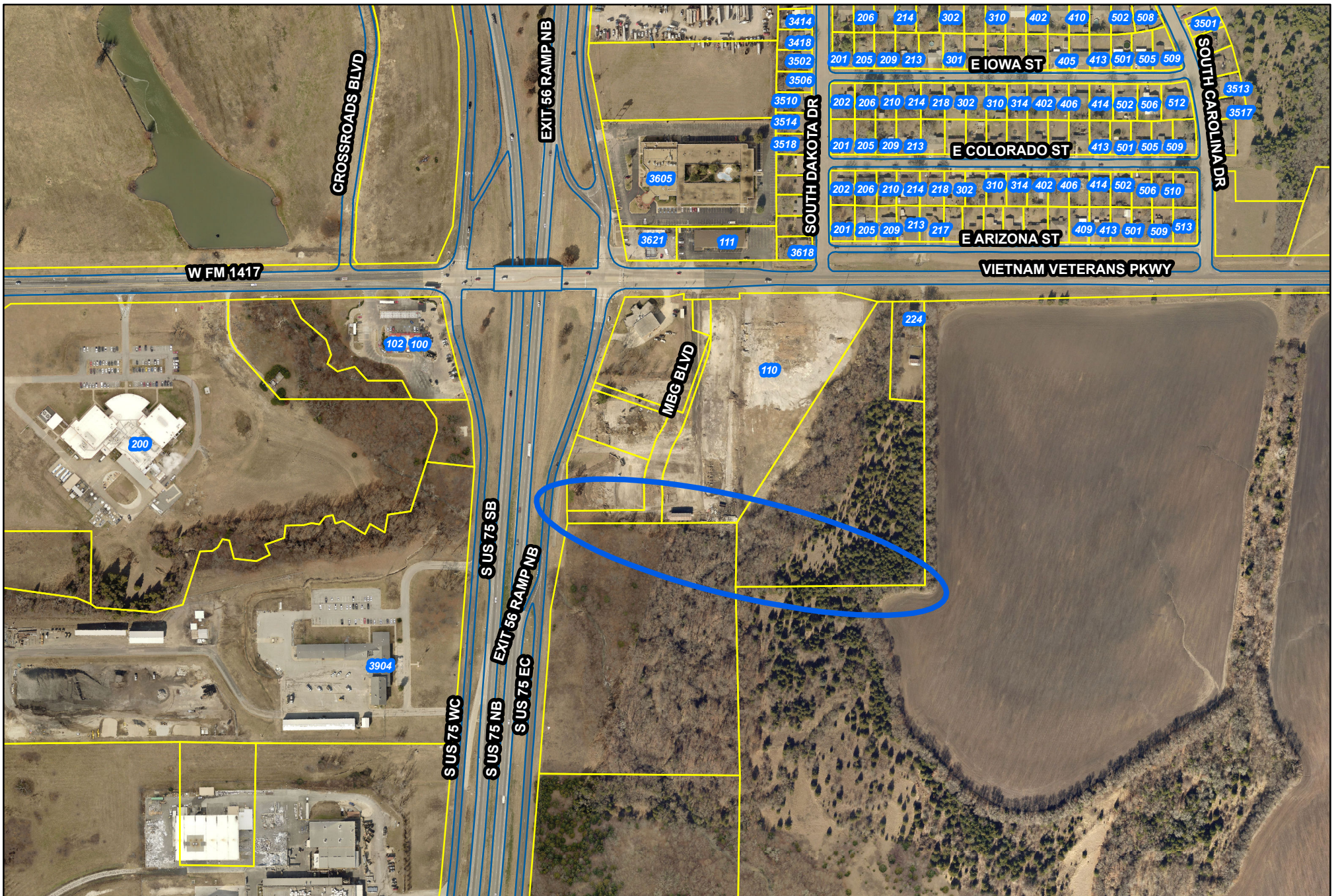
1. Southeasterly, with a curve to the right, having a radius of 313.50 ft. and a central angle of 8 deg. 59 min. 39 sec. (chord bears South 56 deg. 36 min. 35 sec. East, 49.16 ft.), an arc distance of 49.21 ft. to a point at the end of said curve, at the beginning of another curve;
2. Southeasterly, with a curve to the left, having a radius of 227.50 ft. and a central angle of 53 deg. 24 min. 58 sec. (chord bears South 78 deg. 49 min. 15 sec. East, 204.50 ft.), an arc distance of 212.10 ft. to a point at the end of said curve;
3. North 74 deg. 28 min. 16 sec. East, 381.88 ft. to an angle point;
4. North 29 deg. 31 min. 20 sec. East, 14.15 ft. to an angle point;
5. North 74 deg. 28 min. 16 sec. East, 30.00 ft. to a point in the East line of said Sherman Economic Development Corporation 13.41 ac. and a West line of said Terra Perpetua 245.83 ac., at the Northeast corner of the herein described tract;

THENCE South 15 deg. 25 min. 36 sec. East, with a West line of said Terra Perpetua 245.83 ac. and an East line of said Sherman Economic Development Corporation 13.41 ac., a distance of 53.00 ft. to a 1/2 inch rebar found at the Southeast base of a 4 inch bois d'arc corner post, at an Ell corner of said Terra Perpetua 245.83 ac., at the Southeast corner of both said Sherman Economic Development Corporation 13.41 ac. and the herein described tract;

THENCE South 74 deg. 28 min. 16 sec. West, with a North line of said Terra Perpetua 245.83 ac. and the South line of said Sherman Economic Development Corporation 13.41 ac., a distance of 641.52 ft. to the **PLACE OF BEGINNING** and containing **0.845 ACRES** of land.


Kate A. Wagner, R. P. L. S. No. 6578
August 22, 2018





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



1 inch = 426 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.2.

Meeting Date: 05/20/2019

Prepared By: Theresa Hutchinson, Parks & Recreation Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6485

Awarding a Bid to and Authorizing Execution of a Contract with The Playground, Shade and Surfacing Depot, LLC for the Pavilion and Bench Improvements of the Martin Luther King, Jr. Park Project

Issue:

Awarding a bid for the pavilion and bench improvements of the Martin Luther King, Jr. Park Project to The Playground, Shade and Surfacing Depot, LLC of Keller, Texas

Background:

At the May 15, 2017 meeting, the City Council approved and adopted the 2017 Parks Master Plan. The highest priority initiatives arising from the Plan update were identified and included in the approved 2017-2022 Capital Improvement Plan. Updates to existing park structures for MLK Park were among these initiatives. This project will include the purchase and installation of a pavilion, benches, tree house play structure and swing set.

At the October 10, 2018 meeting, the City Council approved a request to advertise for public bids for the Martin Luther King, Jr. Park Project. A request for bids was publicly advertised; and five (5) bids were received and opened on March 27, 2019, as noted in the attached bid tabulation. For the pavilion and bench improvements, The Playground, Shade and Surfacing Depot, LLC of Keller, Texas, was the lowest responsive bid, in the amount of \$62,287.00, that met all contract requirements and specifications for this project.

Origination:

Department of Parks and Recreation

Financial Consideration:

The project cost of \$62,287.00 will qualify for funding through the Community Development Block Grant and will not require matching funds.

Staff Recommendation:

Staff recommends that the pavilion and bench improvements for the Martin Luther King, Jr. Park Project bid be awarded to The Playground, Shade and Surfacing Depot, LLC. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6485

City of Sherman Standard Contract

Bid Tabulation

Aerial Location Map

RESOLUTION NO. 6485

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH THE PLAYGROUND, SHADE AND SURFACING DEPOT, LLC FOR THE PAVILION AND BENCH IMPROVEMENTS OF THE MARTIN LUTHER KING, JR. PARK PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That The Playground, Shade and Surfacing Depot, LLC of Keller, Texas, is hereby awarded the City of Sherman's contract for the pavilion and bench improvements of the Martin Luther King, Jr. Park Project, in accordance with all bid documentation attached hereto and incorporated herein for all purposes.

SECTION 2. That the City Manager is hereby authorized and directed, subject to all contract documents being completed and approved as to form and content by the City Attorney, to execute a contract with The Playground, Shade and Surfacing Depot, LLC for the pavilion and bench improvements of the Martin Luther King, Jr. Park Project, in the same or substantially same form as the contract documents to be attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2019.

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**



**CITY OF SHERMAN
STANDARD CONTRACT**

This Agreement is made by and between the City of Sherman, Texas, a home-rule municipality, hereinafter referred to as "Buyer", and the hereinafter named SELLER, referred to as the "Seller," for the sale of goods, materials and items specified hereinafter, and the Buyer and Seller hereby agree as follows:

Seller:

Name

Address

City, State, Zip

Telephone

Email

DESCRIPTION OF GOODS

This Contract is for the purchase by the City of Sherman, Texas, of the goods, materials and items described hereinafter as the "goods" or the subject of this Contract, and such parts, attachments, accessories, devices, and apparatus as may be considered an integral part of the Goods or necessary for the proper use or application of the Goods, whether or not specified herein. The Goods are more specifically described as follows:

[CHECK ONE:]

 X This contract is a "fixed price – fixed quantity" Contract for the purchase of the specified quantity at the specified price. The full quantity of the Goods shall be delivered to and received at the designated point or points of delivery no later than the date specified herein below. This date is a material term and condition of the Contract and, in connection with the delivery date, time is and shall be of the essence.

Estimated Date of Delivery

OR

_____ This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer's order. The delivery date(s) shall be set forth in Buyer's order. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer.

DURATION: NOT APPLICABLE TO THIS BID

PAYMENT TERMS

The purchase price of the Goods shall be that contained in the Seller's bid and specifically accepted in writing by Buyer. Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, and shall be itemized. A copy of the packing slip should be attached to the invoice. Mail to the City of Sherman, Finance Department, PO Box 1106, Sherman, TX 75091-1106. Payment shall not be due until the above instruments are submitted, until the Goods have been received by Buyer, and until Buyer has had sufficient opportunity to inspect and exercise its right to accept or reject. Seller shall keep the Finance Department advised of any changes in their remittance addressees. In no event shall Buyer be responsible for interest of any kind on any funds due to Seller, and no term or provision contained in any Seller's invoice shall in any way modify, vary or alter the provisions hereof.

Buyer's obligation is payable solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void and to the extent funds are not available, any delivered but unpaid for goods will be returned to Seller by Buyer.

CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into between the parties hereto in accordance with and subject to the following additional terms and conditions:

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; Seller shall pay for the transportation costs.
5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "no arrival, no sale."
7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.
9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Sherman with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.
10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
11. **WARRANTY – PRICE:**

- a. The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.
 - b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
12. **WARRANTY-PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller warrants that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
13. **SAFETY WARRANTY:** Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.
14. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such claim, and in no event shall Buyer be liable to Seller in the event that Seller issued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall

be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

15. **CANCELLATION:** Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those Goods retained by Buyer.

16. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by exceeding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

17. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

18. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.

19. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
21. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
22. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
23. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
24. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.
25. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.
26. **INDEMNITY AND DISCLAIMER:** BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS,

OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF SHERMAN A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF SHERMAN AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

27. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Grayson County, Texas.
28. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.
29. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.
30. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

FEDERAL RULES AND REGULATIONS

1. This Project is financed in whole or in part with assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to all applicable Federal laws and regulations. Contractor and its subcontractors must comply with all applicable HUD rules and regulations governing construction projects funded with Community Development Block Grant (CDBG) funds.

2. Prohibition of Use of Lead-Based Paint: Contractor agrees to comply with 24 CFR Part 35 adopted pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) and all applicable rules and orders issued by HUD thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards. Every contract or subcontract, including painting, pursuant to which such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint.

3. Compliance with Environmental Laws: Contractor agrees to comply with 24 CFR 570.604 (environmental standards), including compliance with the Clean Air Act, as amended (42, U.S.C. 1857 et. seq.); the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318 et seq.), including inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308; and the regulations and guidelines of the Environmental Protection Agency (EPA) governing the work provided under this Contract. Contractor stipulates that any facility to be utilized in the performance of this contract or subcontract is not identified on the List of Violating Facilities issued by the EPA. Contractor shall give prompt notice of any notification received from the EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.

Contractor will include or cause to be included the criteria and requirements of this section (Compliance with Environmental Laws) in every subcontract and will take such action as the City may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this contract be utilized with respect to a facility which has given rise to a conviction under the Clean Air Act or the Federal Water Pollution Control Act.

4. Architectural Barriers Act and the Americans with Disabilities Act: Contractor shall comply with the following requirements as applicable to the Work performed under the Contract:

(a) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

(b) The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

5. Inspections and Audits: At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, Contractor shall make available to the City, HUD and/or representatives of the Comptroller General for examination all of its records with respect to all matters covered by this Contract and will permit the City, HUD and/or representatives of the Comptroller General to inspect all work, audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

5.1 Reports, Records, and Data:

- a. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.
- b. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing the nature of the charges in proper detail. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to the City.
- c. The contractor shall retain all reports, records, and data related to this Project for a period of at least four years in accordance with federal retention laws.

5.2 Subcontracting:

- a. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors concerning compliance with federal laws and HUD rules and regulations governing this Contract.
- b. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor for compliance with federal laws and HUD rules and regulations.
- c. Nothing contained in this contract shall create any contractual relations or privity of contract between any subcontractor and the City. Contractor agrees that subcontracts shall not contain pass-through provisions and any attempt to assign a pass-through right to a subcontractor shall be void and unenforceable.

- d. The Contractor will insert all provisions and forms required by HUD in all subcontracts, including a clause requiring subcontractors to include said provisions and forms in any lower tier subcontracts, as applicable.

6. Davis-Bacon Act & Copeland "Anti-Kickback" Act and Regulations: The Contractor and its subcontractors shall comply with the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, and the regulations of the Secretary of Labor (29 CFR, Part 3), including all reporting, posting, recordkeeping, payroll, and prevailing wage rate requirements for federally assisted construction projects, all of which are incorporated herein by reference.

7. Contract Work Hours and Safety Standards Act: Contractor and its subcontractors shall comply with the Contract Work Hours and Safety Standards Act (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240), which applies to contracts over \$100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. When applicable, the City may enforce violations under this Act, which include liquidated damages of at least \$10.00 per day per violation.

8. Employment and contracting opportunities: To the extent that they are otherwise applicable, Contractor and its subcontractors shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- (i) The Contractor will send to each labor organization, or representative of workers with which he has a collective bargaining agreement, or other worker's representative of its commitments under Section 3, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (ii) The Contractor will include the Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the City, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the HUD.
- (iii) For the purpose of Section 3, the Section 3 area is defined as the corporate limits of the City of Sherman, Texas. The Contractor or any subcontractor shall attempt to recruit from the Section 3 area and the Section 3 project area, the maximum number of lower income residents through: local advertising media, signs placed at proposed site for the project, and community organizations and public or private institutions operating within or serving the project area.

- (iv) When lower income resident workers apply, either on their own initiative or on referral from any source, the contractor and subcontractors shall determine the qualifications of such persons and shall employ such persons if their qualifications are satisfactory and the contractor or subcontractor has openings. If the contractor or subcontractor is unable to employ the workers, such persons shall be listed for the first available opening.
- (v) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, age, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed (and that employees are treated during employment) without regard to their race, religion, sex, age, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (vi) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, age, color, or national origin.
- (vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) The Contractor will include the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor.
- (ix) Noncompliance with HUD's regulation in 24 CFR Part 135 may result in sanction, terminations of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (x) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. section 450e) also applies to the work to be performed under this Contract. Section 7(b) required that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contract and subcontracts shall be given to

Indian organizations and Indian-owned Economic Enterprises, Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

9. Project Signs: If required under federal law or upon recommendation by HUD, the Contractor shall erect a sign at the project site identifying the project and indicating that the project is funded with Community Development Block Grant funding. The project sign shall be substantially in accordance with instructions provided by HUD, made from 3/4 inch plywood, placed in a prominent location, and maintained in good condition until completion of the project.

10. Debarment; Conflicts of Interest: Contractor represents and warrants that it will notify the City immediately if Contractor or any of its subcontractors are debarred or threatened with debarment by a federal department or agency in relation to any federally funded projects. Contractor shall ensure compliance with all federal, state, and local laws, rules, and regulations governing conflicts of interest.

EXECUTED this _____ day of _____, _____.

SELLER:

(Signature)

(Type/Print Name and Title/Position)

(Address)

(City,State,Zip)

CITY OF SHERMAN:

By: _____
Robby Hefton,
City Manager
220 W. Mulberry
Sherman, TX 75090

ATTEST:

By: _____
Linda Ashby,
City Clerk

APPROVED:

Brandon Shelby
City Attorney

City of Sherman
CDBG-Funded Martin Luther King, Jr. Memorial Park Renovations Project
March 27, 2019; 2:00 PM

VENDOR	Item #1 - Pavilion	Item #2a - Tree House	Item #2b - Swing Set	Item #3 - Benches	Total Bid Price
Whirlix Design, LLC - Option 1	79,570.00	40,345.00	7,565.00	2,519.00	129,999.00
Whirlix Design, LLC - Option 2	79,570.00	60,345.00	7,565.00	2,519.00	149,999.00
The Playground Depot	60,997.00	No Bid	No Bid	1,290.00	62,287.00
Hunter Kneppshield of Texas	45,415.50	92,255.75	2,424.50	1,526.80	141,622.55
Child's Play, Inc. - Design 36-116720-1	(left blank)	(left blank)	(left blank)	169,675.00	169,675.00
Child's Play, Inc. - Design 36-116721-1	(left blank)	(left blank)	(left blank)	116,215.00	116,215.00
Child's Play, Inc. - Design 36-116722-1	(left blank)	(left blank)	(left blank)	129,750.00	129,750.00
LEA Park & Play	No Bid	57,031.39	5,104.62	1,882.31	64,018.32





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.3.

Meeting Date: 05/20/2019

Prepared By: Theresa Hutchinson, Parks & Recreation Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6486

Awarding a Bid to and Authorizing Execution of a Contract with LEA Park and Play, Inc. for the Tree House Play Structure and Swing Set Improvements of the Martin Luther King, Jr. Park Project

Issue:

Awarding a bid for the tree house play structure and swing set improvements of the Martin Luther King, Jr. Park Project to LEA Park and Play, Inc. of Richardson, Texas

Background:

At the May 15, 2017 meeting, the City Council approved and adopted the 2017 Parks Master Plan. The highest priority initiatives arising from the Plan update were identified and included in the approved 2017-2022 Capital Improvement Plan. Updates to existing park structures for MLK Park were among these initiatives. This project will include the purchase and installation of a pavilion, benches, tree house play structure and swing set.

At the October 10, 2018 meeting, the City Council approved a request to advertise for public bids for the Martin Luther King, Jr. Park Project. A request for bids was publicly advertised; and five (5) bids were received and opened on March 27, 2019, as noted in the attached bid tabulation. For the tree house play structure and swing set improvements, LEA Park and Play, Inc. of Richardson, Texas, was the lowest responsive bid, in the amount of \$62,136.01, that met all contract requirements and specifications for this project.

Origination:

Department of Parks and Recreation

Financial Consideration:

The project cost of \$62,136.01 will qualify for funding through the Community Development Block Grant and will not require matching funds.

Staff Recommendation:

Staff recommends that the tree house play structure and swing set improvements for the Martin Luther King, Jr. Park Project bid be awarded to LEA Park and Play, Inc. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6486

City of Sherman Standard Contract

Bid Tabulation

Aerial Location Map

RESOLUTION NO. 6486

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LEA PARK AND PLAY, INC. FOR THE TREE HOUSE PLAY STRUCTURE AND SWING SET IMPROVEMENTS OF THE MARTIN LUTHER KING, JR. PARK PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That LEA Park and Play, Inc. of Richardson, Texas, is hereby awarded the City of Sherman's contract for the tree house play structure and swing set improvements of the Martin Luther King, Jr. Park Project, in accordance with all bid documentation attached hereto and incorporated herein for all purposes.

SECTION 2. That the City Manager is hereby authorized and directed, subject to all contract documents being completed and approved as to form and content by the City Attorney, to execute a contract with LEA Park and Play, Inc. for the tree house play structure and swing set improvements of the Martin Luther King, Jr. Park Project, in the same or substantially same form as the contract documents to be attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2019.

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**



**CITY OF SHERMAN
STANDARD CONTRACT**

This Agreement is made by and between the City of Sherman, Texas, a home-rule municipality, hereinafter referred to as "Buyer", and the hereinafter named SELLER, referred to as the "Seller," for the sale of goods, materials and items specified hereinafter, and the Buyer and Seller hereby agree as follows:

Seller:

Name

Address

City, State, Zip

Telephone

Email

DESCRIPTION OF GOODS

This Contract is for the purchase by the City of Sherman, Texas, of the goods, materials and items described hereinafter as the "goods" or the subject of this Contract, and such parts, attachments, accessories, devices, and apparatus as may be considered an integral part of the Goods or necessary for the proper use or application of the Goods, whether or not specified herein. The Goods are more specifically described as follows:

[CHECK ONE:]

 X This contract is a "fixed price – fixed quantity" Contract for the purchase of the specified quantity at the specified price. The full quantity of the Goods shall be delivered to and received at the designated point or points of delivery no later than the date specified herein below. This date is a material term and condition of the Contract and, in connection with the delivery date, time is and shall be of the essence.

Estimated Date of Delivery

OR

_____ This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer's order. The delivery date(s) shall be set forth in Buyer's order. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer.

DURATION: NOT APPLICABLE TO THIS BID

PAYMENT TERMS

The purchase price of the Goods shall be that contained in the Seller's bid and specifically accepted in writing by Buyer. Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, and shall be itemized. A copy of the packing slip should be attached to the invoice. Mail to the City of Sherman, Finance Department, PO Box 1106, Sherman, TX 75091-1106. Payment shall not be due until the above instruments are submitted, until the Goods have been received by Buyer, and until Buyer has had sufficient opportunity to inspect and exercise its right to accept or reject. Seller shall keep the Finance Department advised of any changes in their remittance addressees. In no event shall Buyer be responsible for interest of any kind on any funds due to Seller, and no term or provision contained in any Seller's invoice shall in any way modify, vary or alter the provisions hereof.

Buyer's obligation is payable solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void and to the extent funds are not available, any delivered but unpaid for goods will be returned to Seller by Buyer.

CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into between the parties hereto in accordance with and subject to the following additional terms and conditions:

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; Seller shall pay for the transportation costs.
5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "no arrival, no sale."
7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.
9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Sherman with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.
10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
11. **WARRANTY – PRICE:**

- a. The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.
 - b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
12. **WARRANTY-PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller warrants that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
13. **SAFETY WARRANTY:** Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.
14. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such claim, and in no event shall Buyer be liable to Seller in the event that Seller issued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall

be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

15. **CANCELLATION:** Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those Goods retained by Buyer.

16. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by exceeding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

17. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

18. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.

19. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
21. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
22. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
23. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
24. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.
25. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.
26. **INDEMNITY AND DISCLAIMER:** BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS,

OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF SHERMAN A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF SHERMAN AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

27. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Grayson County, Texas.
28. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.
29. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.
30. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

FEDERAL RULES AND REGULATIONS

1. This Project is financed in whole or in part with assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to all applicable Federal laws and regulations. Contractor and its subcontractors must comply with all applicable HUD rules and regulations governing construction projects funded with Community Development Block Grant (CDBG) funds.

2. Prohibition of Use of Lead-Based Paint: Contractor agrees to comply with 24 CFR Part 35 adopted pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) and all applicable rules and orders issued by HUD thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards. Every contract or subcontract, including painting, pursuant to which such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint.

3. Compliance with Environmental Laws: Contractor agrees to comply with 24 CFR 570.604 (environmental standards), including compliance with the Clean Air Act, as amended (42, U.S.C. 1857 et. seq.); the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318 et seq.), including inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308; and the regulations and guidelines of the Environmental Protection Agency (EPA) governing the work provided under this Contract. Contractor stipulates that any facility to be utilized in the performance of this contract or subcontract is not identified on the List of Violating Facilities issued by the EPA. Contractor shall give prompt notice of any notification received from the EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.

Contractor will include or cause to be included the criteria and requirements of this section (Compliance with Environmental Laws) in every subcontract and will take such action as the City may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this contract be utilized with respect to a facility which has given rise to a conviction under the Clean Air Act or the Federal Water Pollution Control Act.

4. Architectural Barriers Act and the Americans with Disabilities Act: Contractor shall comply with the following requirements as applicable to the Work performed under the Contract:

(a) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

(b) The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

5. Inspections and Audits: At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, Contractor shall make available to the City, HUD and/or representatives of the Comptroller General for examination all of its records with respect to all matters covered by this Contract and will permit the City, HUD and/or representatives of the Comptroller General to inspect all work, audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

5.1 Reports, Records, and Data:

- a. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.
- b. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing the nature of the charges in proper detail. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to the City.
- c. The contractor shall retain all reports, records, and data related to this Project for a period of at least four years in accordance with federal retention laws.

5.2 Subcontracting:

- a. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors concerning compliance with federal laws and HUD rules and regulations governing this Contract.
- b. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor for compliance with federal laws and HUD rules and regulations.
- c. Nothing contained in this contract shall create any contractual relations or privity of contract between any subcontractor and the City. Contractor agrees that subcontracts shall not contain pass-through provisions and any attempt to assign a pass-through right to a subcontractor shall be void and unenforceable.

- d. The Contractor will insert all provisions and forms required by HUD in all subcontracts, including a clause requiring subcontractors to include said provisions and forms in any lower tier subcontracts, as applicable.

6. Davis-Bacon Act & Copeland "Anti-Kickback" Act and Regulations: The Contractor and its subcontractors shall comply with the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, and the regulations of the Secretary of Labor (29 CFR, Part 3), including all reporting, posting, recordkeeping, payroll, and prevailing wage rate requirements for federally assisted construction projects, all of which are incorporated herein by reference.

7. Contract Work Hours and Safety Standards Act: Contractor and its subcontractors shall comply with the Contract Work Hours and Safety Standards Act (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240), which applies to contracts over \$100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. When applicable, the City may enforce violations under this Act, which include liquidated damages of at least \$10.00 per day per violation.

8. Employment and contracting opportunities: To the extent that they are otherwise applicable, Contractor and its subcontractors shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- (i) The Contractor will send to each labor organization, or representative of workers with which he has a collective bargaining agreement, or other worker's representative of its commitments under Section 3, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (ii) The Contractor will include the Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the City, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the HUD.
- (iii) For the purpose of Section 3, the Section 3 area is defined as the corporate limits of the City of Sherman, Texas. The Contractor or any subcontractor shall attempt to recruit from the Section 3 area and the Section 3 project area, the maximum number of lower income residents through: local advertising media, signs placed at proposed site for the project, and community organizations and public or private institutions operating within or serving the project area.

- (iv) When lower income resident workers apply, either on their own initiative or on referral from any source, the contractor and subcontractors shall determine the qualifications of such persons and shall employ such persons if their qualifications are satisfactory and the contractor or subcontractor has openings. If the contractor or subcontractor is unable to employ the workers, such persons shall be listed for the first available opening.
- (v) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, age, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed (and that employees are treated during employment) without regard to their race, religion, sex, age, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (vi) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, age, color, or national origin.
- (vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) The Contractor will include the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor.
- (ix) Noncompliance with HUD's regulation in 24 CFR Part 135 may result in sanction, terminations of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (x) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. section 450e) also applies to the work to be performed under this Contract. Section 7(b) required that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contract and subcontracts shall be given to

Indian organizations and Indian-owned Economic Enterprises, Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

9. Project Signs: If required under federal law or upon recommendation by HUD, the Contractor shall erect a sign at the project site identifying the project and indicating that the project is funded with Community Development Block Grant funding. The project sign shall be substantially in accordance with instructions provided by HUD, made from 3/4 inch plywood, placed in a prominent location, and maintained in good condition until completion of the project.

10. Debarment; Conflicts of Interest: Contractor represents and warrants that it will notify the City immediately if Contractor or any of its subcontractors are debarred or threatened with debarment by a federal department or agency in relation to any federally funded projects. Contractor shall ensure compliance with all federal, state, and local laws, rules, and regulations governing conflicts of interest.

EXECUTED this _____ day of _____, _____.

SELLER:

(Signature)

(Type/Print Name and Title/Position)

(Address)

(City,State,Zip)

CITY OF SHERMAN:

By: _____
Robby Hefton,
City Manager
220 W. Mulberry
Sherman, TX 75090

ATTEST:

By: _____
Linda Ashby,
City Clerk

APPROVED:

Brandon Shelby
City Attorney

City of Sherman
CDBG-Funded Martin Luther King, Jr. Memorial Park Renovations Project
March 27, 2019; 2:00 PM

VENDOR	Item #1 - Pavilion	Item #2a - Tree House	Item #2b - Swing Set	Item #3 - Benches	Total Bid Price
Whirlix Design, LLC - Option 1	79,570.00	40,345.00	7,565.00	2,519.00	129,999.00
Whirlix Design, LLC - Option 2	79,570.00	60,345.00	7,565.00	2,519.00	149,999.00
The Playground Depot	60,997.00	No Bid	No Bid	1,290.00	62,287.00
Hunter Kneppshield of Texas	45,415.50	92,255.75	2,424.50	1,526.80	141,622.55
Child's Play, Inc. - Design 36-116720-1	(left blank)	(left blank)	(left blank)	169,675.00	169,675.00
Child's Play, Inc. - Design 36-116721-1	(left blank)	(left blank)	(left blank)	116,215.00	116,215.00
Child's Play, Inc. - Design 36-116722-1	(left blank)	(left blank)	(left blank)	129,750.00	129,750.00
LEA Park & Play	No Bid	57,031.39	5,104.62	1,882.31	64,018.32





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.1.

Meeting Date: 05/20/2019

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Site Improvements at the Firearms Training Facility for the City of Sherman Police Department

Issue:

Requesting permission to advertise for bids for the construction of a new Firearms Training Facility

Background:

The existing structure, located at 2407 South East Street, was built in the 1960s. Currently, the Sherman Police Department is unable to use this firearm facility because the structure is delapidated and has reached the end of its useful life. The Firearms Training Facility Site Improvements Project will provide construction of a new metal structure to accomodate firearm training activities for law enforcement officers.

Origination:

Police Department

Financial Consideration:

Funding is available in the Capital Improvement Fund; cost of advertising is expected to be approximately \$200.00.

Staff Recommendation:

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

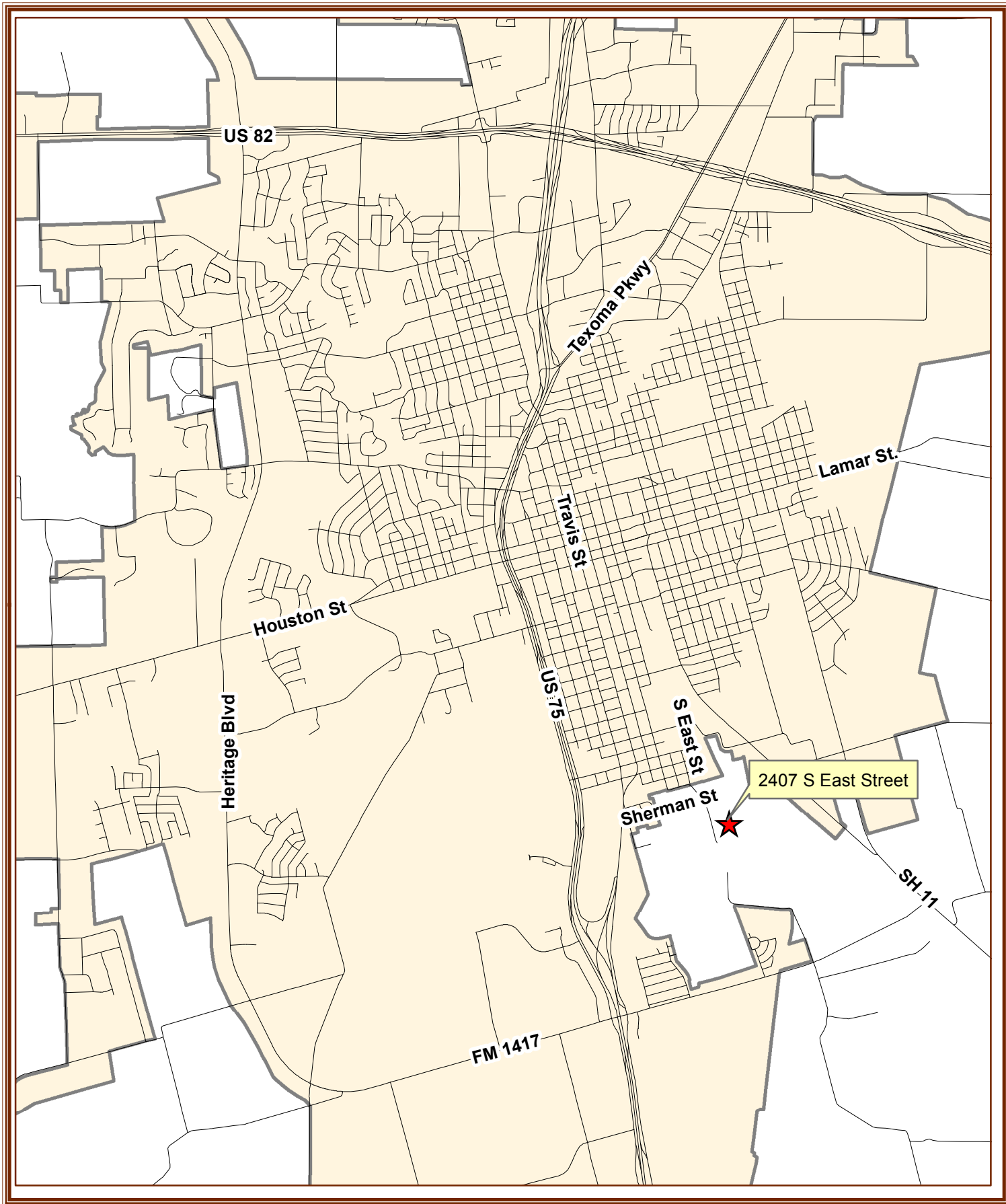
Alternatives:

As may be directed by the City Council

Attachments

Aerial Location Map

diagram H:\ENGINEERING\GIS\Map\Agenda\Map\2407SEStreet_CL_051419.mxd



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



1 inch = 4,000 feet

CITY OF SHERMAN

Location Map

(2407 S East Street)

Legend

- Road Centerlines
- City Limits

Source: City of Sherman
Date: May 2019



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.1.

Meeting Date: 05/20/2019

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Presentation from Police Chief Zachary Flores and Hidell & Associates Consultant Aaron Babcock on the Sherman Police Department's Current and Proposed Facilities

Issue:

A presentation on the Police Department's current facility and a proposed new facility

Background:

The Sherman Police Department has explored multiple options to address space issues for its growing department. This presentation is meant to provide a comprehensive review of the facility additions and changes believed to be in the best interests of the City of Sherman and its citizens.

Origination:

Mayor and City Council
City Manager

Financial Consideration:

There is no financial impact associated with this presentation.

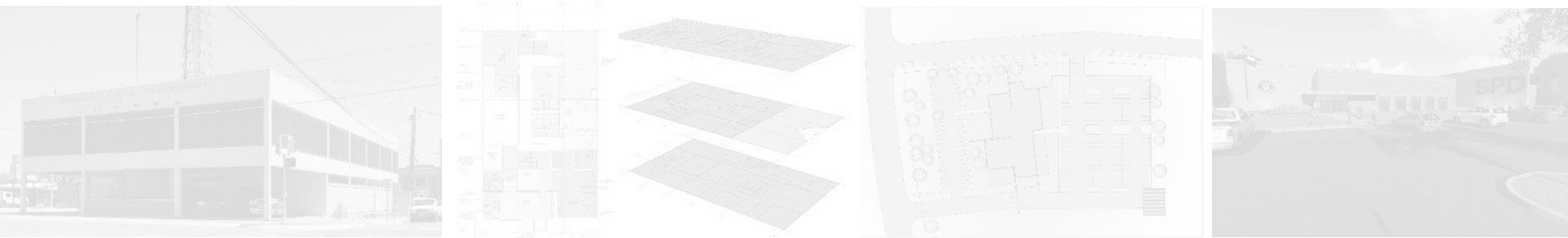
Staff Recommendation:

This presentation is informative; and the staff will seek more input from the City Council at the upcoming Budget Workshop.

Attachments

Existing Facility Reconfiguration Needs Assessment Presentation

Existing Facility Reconfiguration Needs Assessment



SHERMAN POLICE FACILITY RECONFIGURATION

COUNCIL PRESENTATION 6.13.2019



PREPARED BY
HIDELL AND ASSOCIATES ARCHITECTS, INC.

SHERMAN POLICE FACILITY RECONFIGURATION

COUNCIL PRESENTATION 6.13.19



FACILITY EXPANSION NEEDS ASSESSMENT

OPTION A

RENOVATION

CONFIGURATION

Renovation only

SIZE

Existing 19,823 SF

COST

Existing \$4,631,813

STAFF CAPACITY

94 Sworn Officers

OPTION D

RENOVATION + NEW FACILITY

EXISTING FACILITY

*Communications
Fire Administration
Fire Training Room
Fire Investigation
Parking Enforcement
Patrol Substations
Environmental Code
EOC
IT*

NEW FACILITY

*Administration
Communications
C.I.
Patrol
Property and Evidence
Records
Support and Training*

RECOMMENDATIONS

*Overview of existing facility
reconfiguration recommendations for size
and scope.*

PRESENTED 2018 ← → **THIS PRESENTATION**

ASSESSMENT – OPTION D

EXISTING FACILITY

Communications
Fire Administration
Fire Training Room
Fire Investigation
Parking Enforcement
Patrol Substations
Environmental Code
EOC
IT

NEW FACILITY

Administration
Communications
C.I.
Patrol
Property and Evidence
Records
Support and Training

SHERMAN POLICE FACILITY RECONFIGURATION



SHERMAN POLICE FACILITY RECONFIGURATION

COUNCIL PRESENTATION 6.13.19



ELEVATION IMPROVEMENTS – Transforming the look of the facility

EXISTING FACADE



SHERMAN POLICE FACILITY RECONFIGURATION

COUNCIL PRESENTATION 6.13.19



ELEVATION IMPROVEMENTS

BASE OPTION



Base Option

Improved insulated glazing

Painted concrete facade

Existing brick to remain

New stone veneer



New stone veneer

New canopy and sign

New main entry

New landscaping

SHERMAN POLICE FACILITY RECONFIGURATION

COUNCIL PRESENTATION 6.13.19



PUBLIC PARKING OPTION



SHERMAN POLICE FACILITY RECONFIGURATION

COUNCIL PRESENTATION 6.13.19



Existing Facility Reconfiguration – **OPTION D**

Construction Cost Assumptions

Area	Moderate Renovation		Heavy Renovation		New Enclosure	
Basement	2,702	sf	571	sf		
Ground Floor	2,640		394	sf	1,740	sf
Second Floor	1,220	sf	409	sf		
Subtotal SF	6,562	sf	1,374	sf	1,740	sf
Construction Cost per SF	\$ 140		\$ 260		\$ 280	
Subtotal Cost	\$ 918,680		\$ 357,240		\$ 487,200	

ASSUMPTIONS

- Cost presented are 2019 cost. A cost factor of 5% shall be applied annually based on current construction cost trends

Renovation Cost \$ 1,763,120

Additional Renovation Cost

Fire Sprinkler System (Allowance)	\$ 90,000
Additional Public Parking	\$ 50,000
Façade Improvements	\$ 159,000
Abatement (Allowance)	\$ 60,000

Subtotal Construction Cost \$ 2,122,120

Technology Cost	\$ 45,000
Security Cost	\$ 15,000
Furniture Cost	\$ 120,000

Subtotal Hard Cost \$ 2,302,120

Contingency Allowance	\$ 184,170
Testing	\$ 35,000
Professional Fee	\$ 218,701

Total Capital Cost \$ 2,739,991

EXISTING CENTRAL FIRE STATION RENOVATION

EXISTING FACILITY

Apparatus Bay
Offices

RENOVATION

Restroom
Dorms
Kitchen
Day Room
Façade Updates

SHERMAN CENTRAL FIRE STATION RECONFIGURATION



SHERMAN CENTRAL FIRE STATION RENOVATION

COUNCIL PRESENTATION 6.13.19



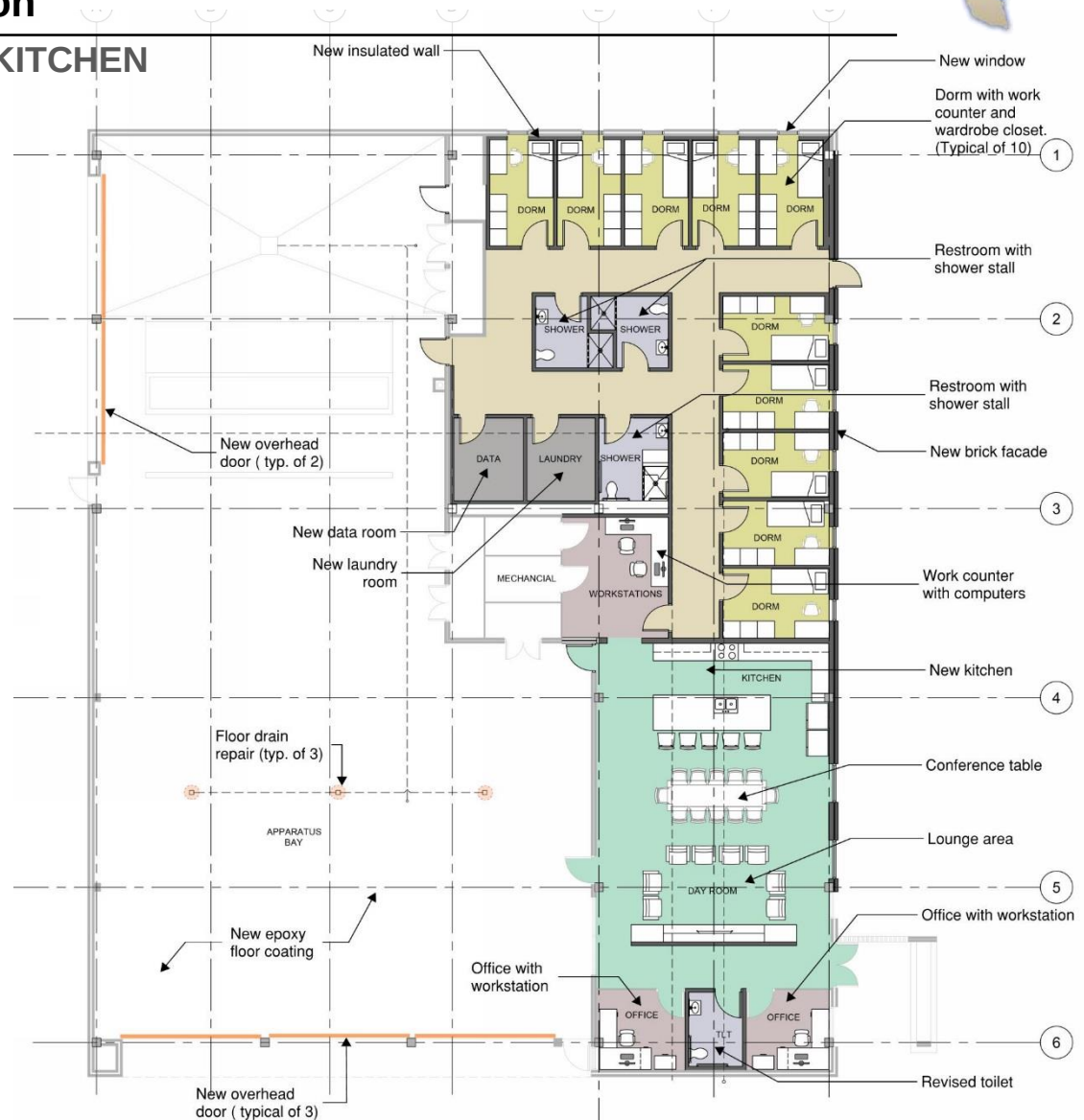
Existing Facility Reconfiguration

DORM / RESTROOM / DAYROOM / KITCHEN

DORM ROOM - Example



DAY ROOM / KITCHEN - Example



SHERMAN CENTRAL FIRE STATION RENOVATION

COUNCIL PRESENTATION 6.13.19



Conceptual Rendering Options – Transforming the look of the facility

EXISTING FACADE



RENOVATION

PREPARED BY HIDEELL AND ASSOCIATES ARCHITECTS, INC. 2019

SHERMAN CENTRAL FIRE STATION RENOVATION

COUNCIL PRESENTATION 6.13.19



Façade improvements to match adjacent municipal complex

New overhead doors



New canopy with signage

New stone veneer

New landscaping

Matching canopies with signage

Matching stone veneer



Matching stone veneer

Matching landscaping beds

SHERMAN CENTRAL FIRE STATION RENOVATION

COUNCIL PRESENTATION 6.13.19



Existing Facility Renovation

Construction Cost Assumptions

Area	Moderate Renovation	Heavy Renovation	New Enclosure
First Floor	2,145 sf	1,330 sf	
Subtotal SF	2,145 sf	1,330 sf	-
Construction Cost per SF	\$ 110	\$ 220	\$ 300
Subtotal Cost	\$ 235,950	\$ 292,600	\$ -
	Renovation Cost		\$ 528,550
Additional Renovation Cost			
Exterior Façade Improvements (Allowance)			\$ 64,000
Floor Drain Repair (Allowance)			\$ 4,500
Abatement (Allowance)			\$ 20,000
Overhead Door Replacement (Quantity of 5)			\$ 48,200
Epoxy floor surface in Apparatus Bay (Allowance)			\$ 52,000
Fire Sprinkler (Allowance)			\$ 24,000
New Masonry Wall (North Wall) (Allowance)			\$ 28,000
Subtotal Construction Cost			\$ 769,250
Technology Cost			\$ 15,000
Security Cost(Camera and Access Control)			\$ 6,200
Furniture Cost			\$ 15,000
Subtotal Hard Cost			\$ 805,450
Contingency Allowance			\$ 80,545
Testing			\$ 35,000
Professional Fee			\$ 76,518
Total Capital Cost			\$ 997,513

ASSUMPTIONS

- Cost presented are 2019 cost. A cost factor of 5% shall be applied annually based on current construction cost trends

NEW POLICE FACILITY OPTION

EXISTING FACILITY

Communications

NEW FACILITY

Administration

Records

C.I.

Property and Evidence

Patrol

Support and Training

SHERMAN POLICE FACILITY RECONFIGURATION





New Facility Recommendations

SITE RECOMMENDATIONS

- 5.4 Acre site
- 50 Public Parking Spaces
- 124 Secure Parking Spaces
- Accommodate future expansion

FACILITY RECOMMENDATIONS

- 24,381 SF Facility
- Accommodate future staff needs (*128 sworn officers*)
- Multi-Purpose room for public / staff use

NEW SHERMAN POLICE HEADQUARTERS

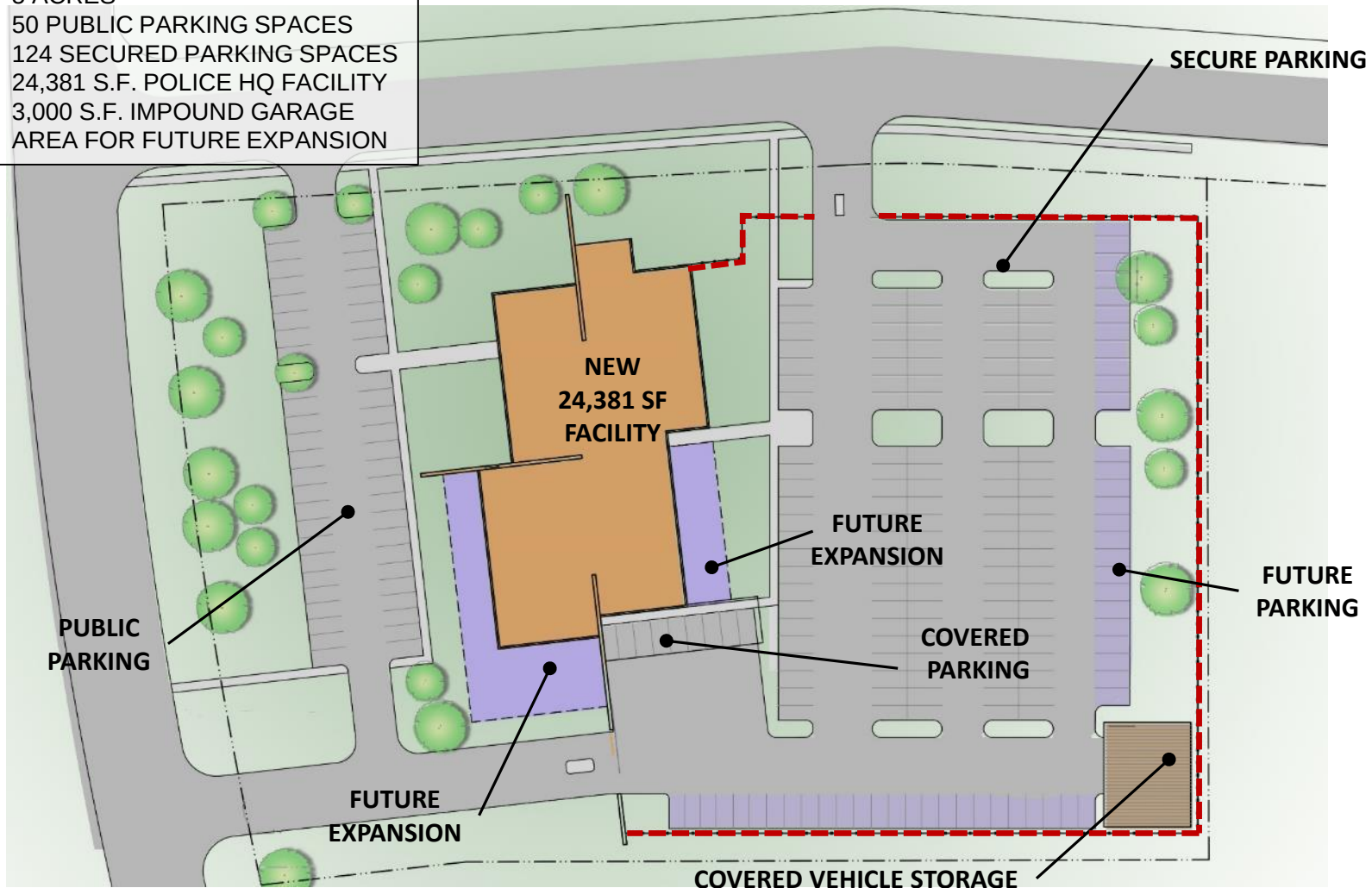
COUNCIL PRESENTATION 6.13.19



New Facility SITE PLAN

QUICK FACTS:

- 5 ACRES
- 50 PUBLIC PARKING SPACES
- 124 SECURED PARKING SPACES
- 24,381 S.F. POLICE HQ FACILITY
- 3,000 S.F. IMPOUND GARAGE
- AREA FOR FUTURE EXPANSION



NEW SHERMAN POLICE HEADQUARTERS

COUNCIL PRESENTATION 6.13.19



New Facility - CONCEPTUAL RENDERING



NEW SHERMAN POLICE HEADQUARTERS

COUNCIL PRESENTATION 6.13.19



New Facility Estimated Project Cost

New Facility - 24,381 s.f.

Item Description	Quantity	Unit Price	Cost
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Assumptions

No land acquisition cost included

Estimated Project Budget

Parking	67,000	sf	\$5	\$335,000
Utilities	Allowance		\$150,000	\$150,000
New Impound Yard Storage	3,500	sf	\$100	\$350,000
New Construction Cost	24,381	sf	\$310	\$7,558,110
Subtotal				\$8,393,110
General Conditions/Requirements				\$1,007,173
Insurance/OH/Fee/Bond				\$503,587
Total Construction Cost				\$9,903,870

ASSUMPTIONS

- Cost presented are 2019 cost. A cost factor of 5% shall be applied annually based on current construction cost trends

FF&E	\$	400,000
Technology Cost	\$	170,000
Contingency Allowance	\$	812,117
Testing	\$	30,000
Professional Fee	\$	792,310

Total Capital Cost	\$ 12,108,297
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SHERMAN POLICE FACILITY RECONFIGURATION

COUNCIL PRESENTATION 6.13.19



FACILITY EXPANSION NEEDS ASSESSMENT

OPTION D

RENOVATION (Existing Police Facility)

EXISTING FACILITY

*Communications
Fire Administration
Fire Training Room
Fire Investigation
Parking Enforcement
Patrol Substations
Environmental Code
EOC
IT*

RECOMMENDATIONS

SIZE - 17,823 sf

COST - \$2,739,991

STAFF CAPACITY

*Fire Administration – 14
Environmental Code – 6
IT – 3
Communications – 7
Future Offices – 3
Future Workstations -8*

RENOVATION (Central Fire Station)

EXISTING FACILITY

*Restroom / Shower
Day Room
Kitchen
Dorms*

RECOMMENDATIONS

SIZE – 2,460 sf

COST - \$997,513

NEW CONSTRUCTION (Police Headquarters)

NEW FACILITY

*Administration
Communications
C.I.
Patrol
Property and Evidence
Records
Support and Training*

RECOMMENDATIONS

SIZE - 24,381 sf

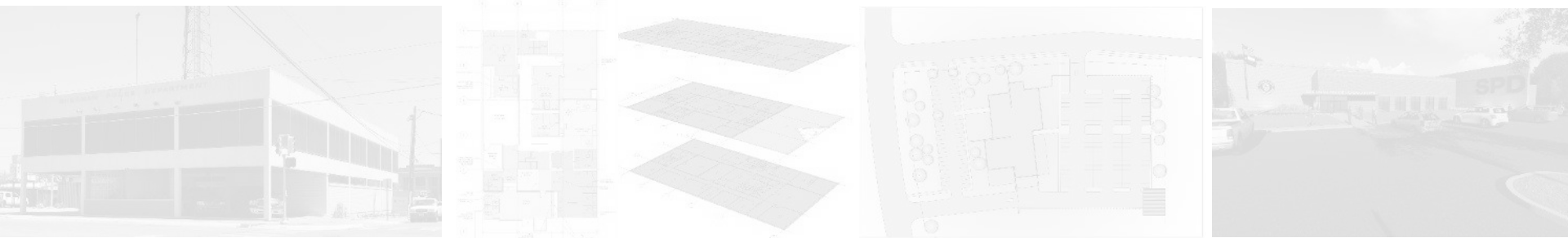
COST - \$12,108,297

STAFF CAPACITY

128 Sworn Officers

TOTAL CAPITAL COST – \$15,845,801

Existing Facility Reconfiguration Needs Assessment



SHERMAN POLICE FACILITY RECONFIGURATION

COUNCIL PRESENTATION 6.13.2019



PREPARED BY
HIDELL AND ASSOCIATES ARCHITECTS, INC.

ADDITIONAL SLIDES TO BE USED ONLY IF NEEDED

SHERMAN POLICE FACILITY RECONFIGURATION

COUNCIL PRESENTATION 6.13.19



THE EXISTING FACILITY CONFIGURATION

BUILT IN **1965** AS A COLD WAR ERA BUNKER



QUICK STATS:

THREE LEVEL FACILITY - 17,833 s.f.

SECURE PARKING – 61 SPACES

PUBLIC PARKING – OFF STREET

Existing Facility Analysis and Recommendations



SHERMAN POLICE FACILITY RECONFIGURATION



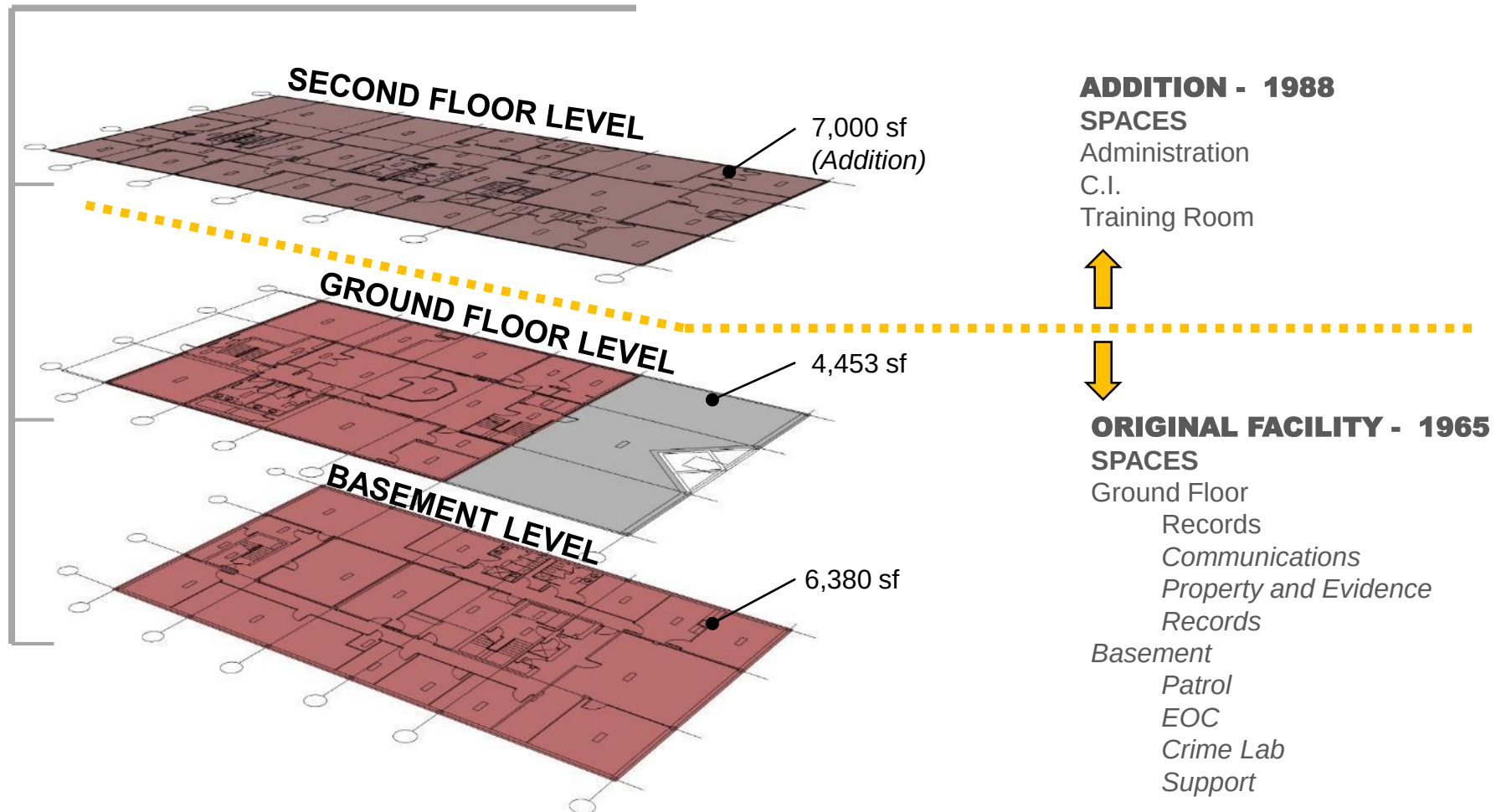
SHERMAN POLICE FACILITY RECONFIGURATION

COUNCIL PRESENTATION 6.13.19



Existing Facility Analysis – Layout / Age / Condition

THREE LEVEL FACILITY - 17,833 s.f.



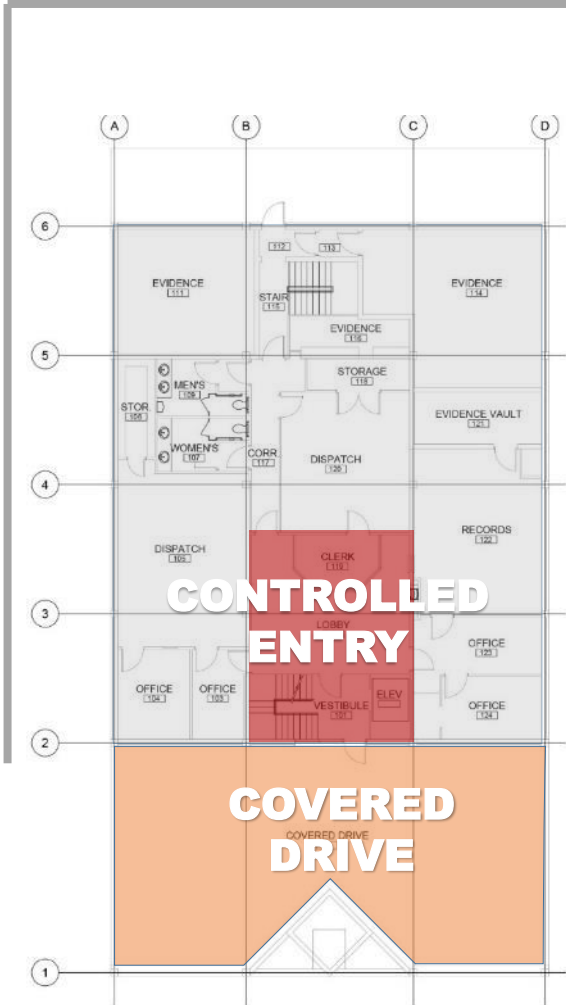
SHERMAN POLICE FACILITY RECONFIGURATION

COUNCIL PRESENTATION 6.13.19

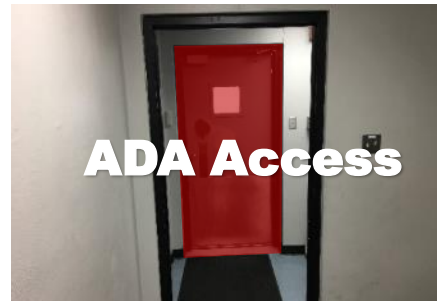


Existing Facility Analysis - Deficiencies

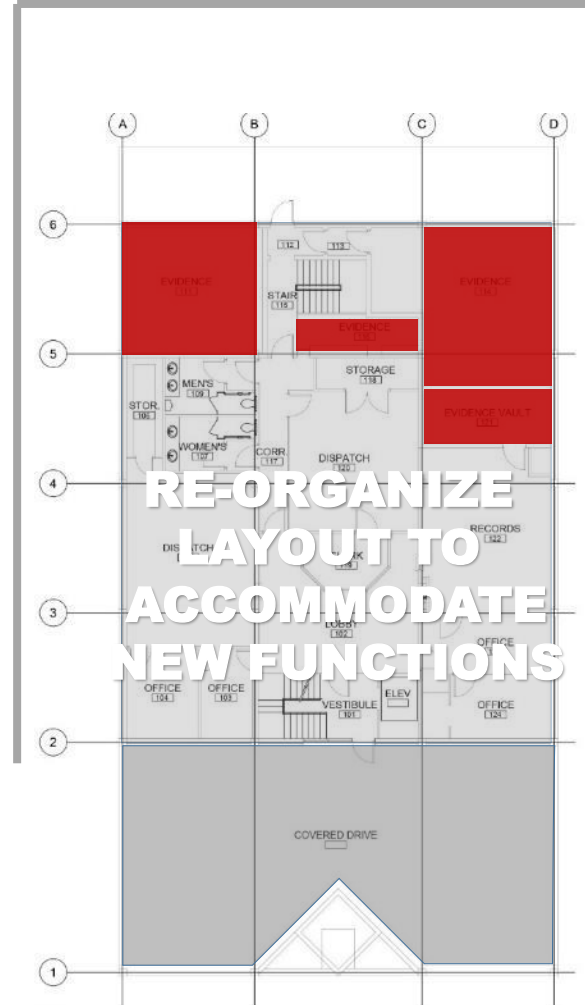
SECURITY



CODE COMPLIANCE



BUILDING LAYOUT



SHERMAN POLICE FACILITY RECONFIGURATION

COUNCIL PRESENTATION 6.13.19



REVIEW Security

Controlled Entry

The existing entry allows visitors direct access to upper and lower floors. The lobby should be relocated to provide controlled access from the lobby to the facility.



Covered Drive

Vehicular traffic shall not be allowed access under any portion of the facility. The covered drive shall be enclosed, adding 1700sf.



SHERMAN POLICE FACILITY RECONFIGURATION

COUNCIL PRESENTATION 6.13.19



REVIEW Code Compliance

ADA Clearances

The existing door configurations do not meet current ADA standards for maneuvering.

ADA Access

The existing restrooms do not meet current ADA standards for HC access

Abatement

The facility has been analyzed for asbestos materials. The most current report, complete in 2004 indicates select materials that will require abatement or encapsulation.



SHERMAN POLICE FACILITY RECONFIGURATION

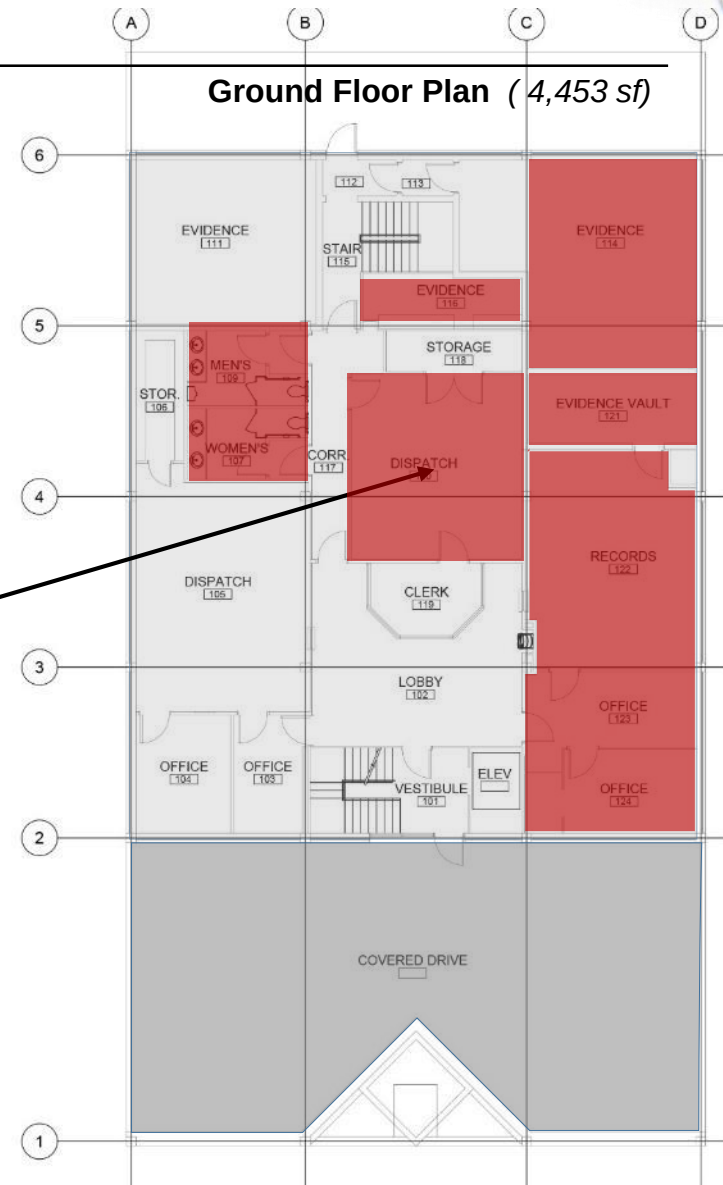
COUNCIL PRESENTATION 6.13.19



REVIEW Building Layout

Room Layout

The existing room configuration shall be modified to meet the needs of the new functions. (Restroom, offices, lobby, etc...)



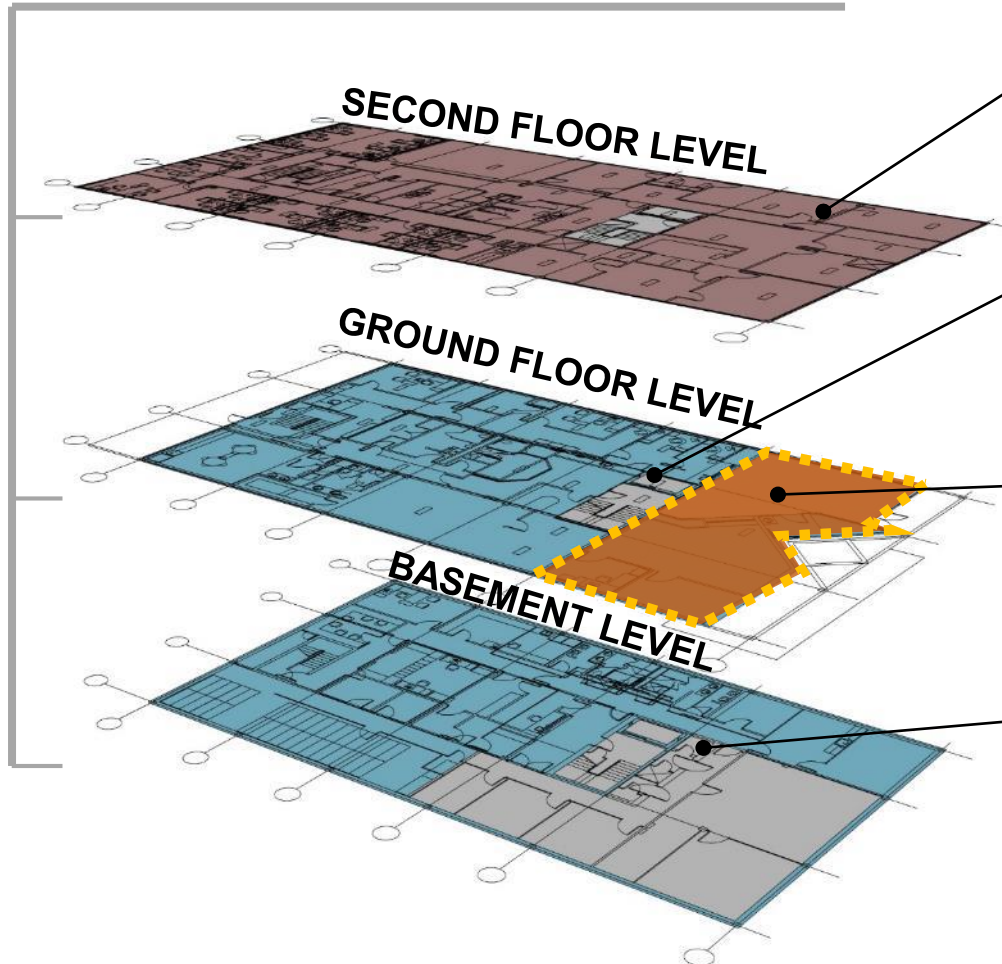
SHERMAN POLICE FACILITY RECONFIGURATION

COUNCIL PRESENTATION 6.13.19



Existing Facility Recommendation – **OPTION D**

FACILITY RECONFIGURATION



Reconfigured Functions (7,000):

- Fire Administrative Suite
- Enlarged Training Room
- Future Office and Workstation Area
- Revised ADA compliant restroom

Reconfigured Functions (6,380):

- Communications to remain
- Revised ADA compliant restrooms
- Revised ADA egress doors
- Environmental Code Meeting Room

Enclosed Drive (1,740 SF)

- Public Lobby
- Expansion of Dispatch
- Public Toilet
- Conference Room
- Staff control - PSA

Reconfigured Functions (6,380):

- Expanded EOC
- EOC Managers Office
- Break Room
- Revised ADA compliant restrooms
- Mechanical / Data to remain
- IT Offices and Workroom

SHERMAN POLICE FACILITY RECONFIGURATION

COUNCIL PRESENTATION 6.13.19



Existing Facility Reconfiguration – **OPTION D**

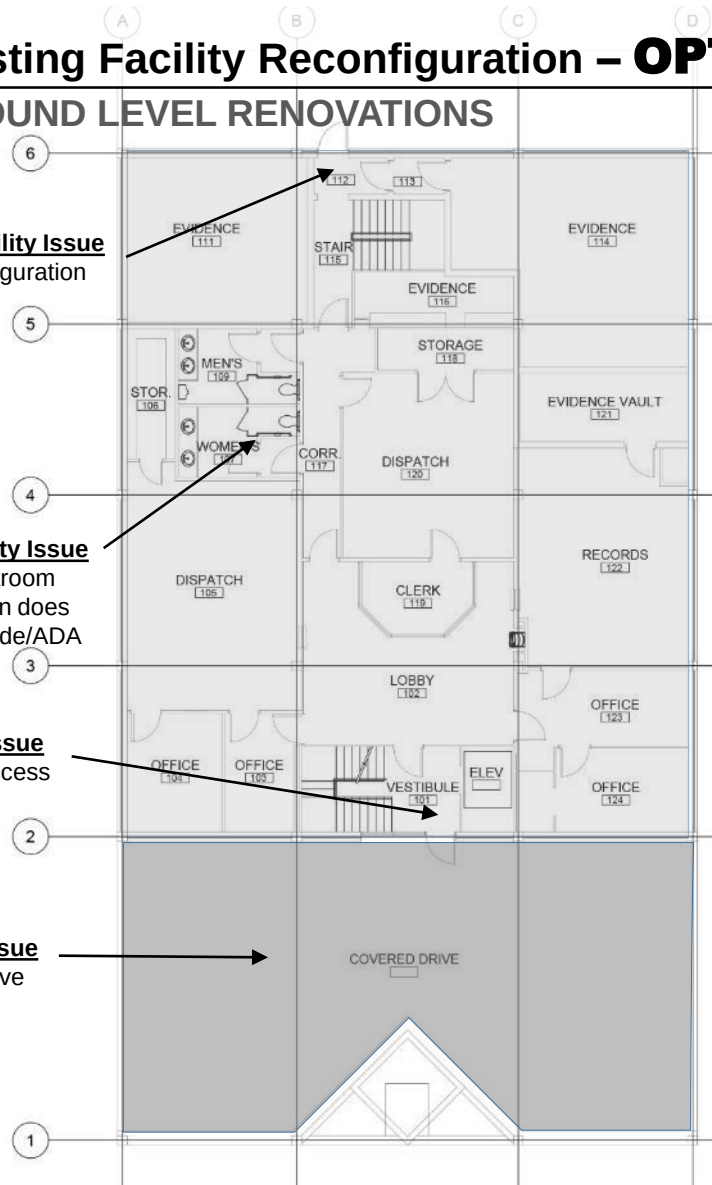
GROUND LEVEL RENOVATIONS

Accessibility Issue
Door configuration

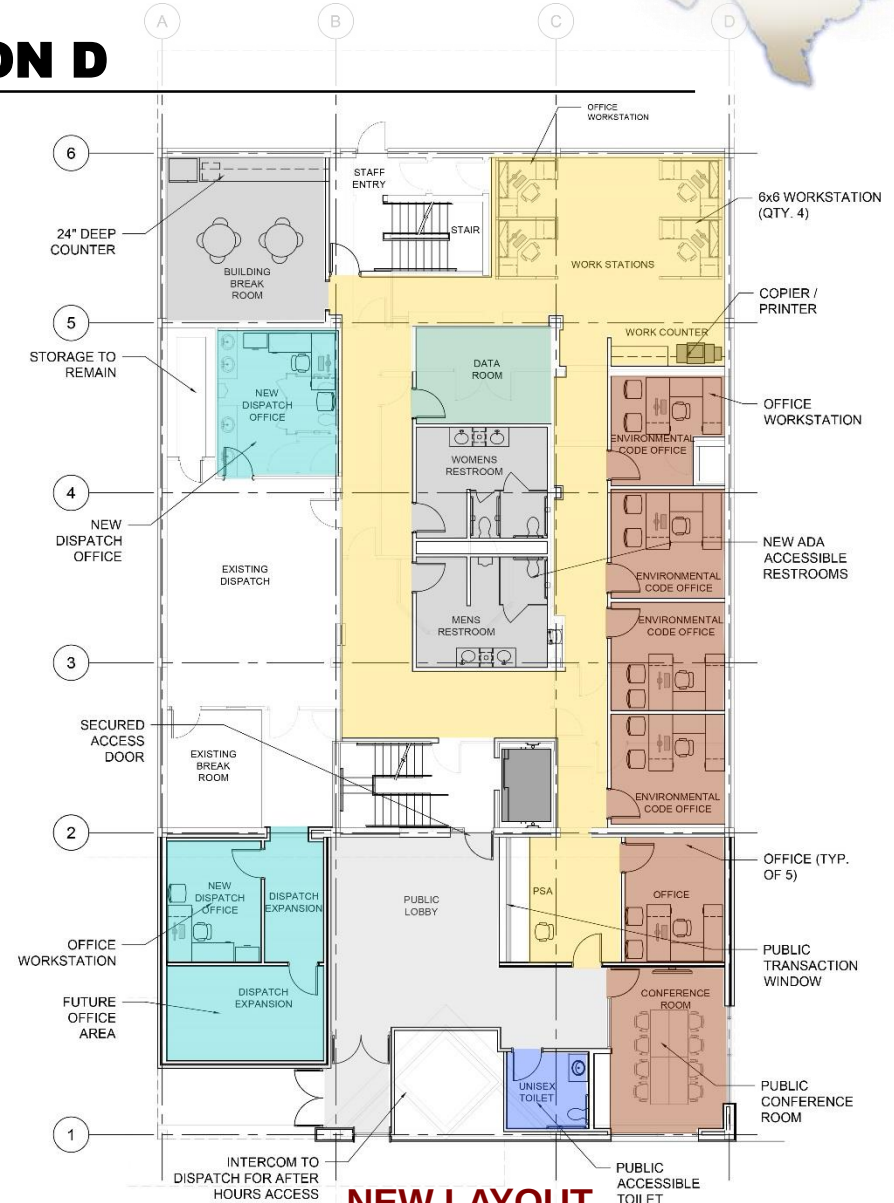
Accessibility Issue
Current restroom configuration does not meet code/ADA standards

Security Issue
Building Access

Security Issue
Covered drive



EXISTING LAYOUT



NEW LAYOUT

SHERMAN POLICE FACILITY RECONFIGURATION

COUNCIL PRESENTATION 6.13.19



Existing Facility Reconfiguration – **OPTION D**

BASEMENT LEVEL RENOVATIONS

Accessibility Issue

Door configuration does not meet accessibility standards

Efficiency Issue

Current EOC is inadequate

Accessibility Issue

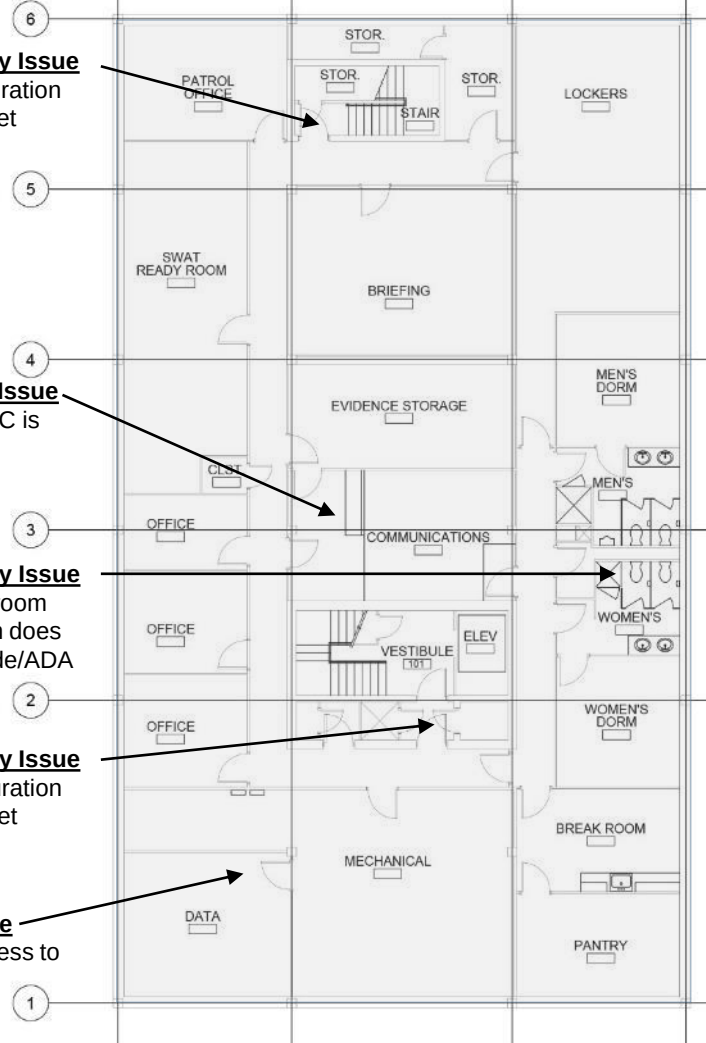
Current restroom configuration does not meet code/ADA standards

Accessibility Issue

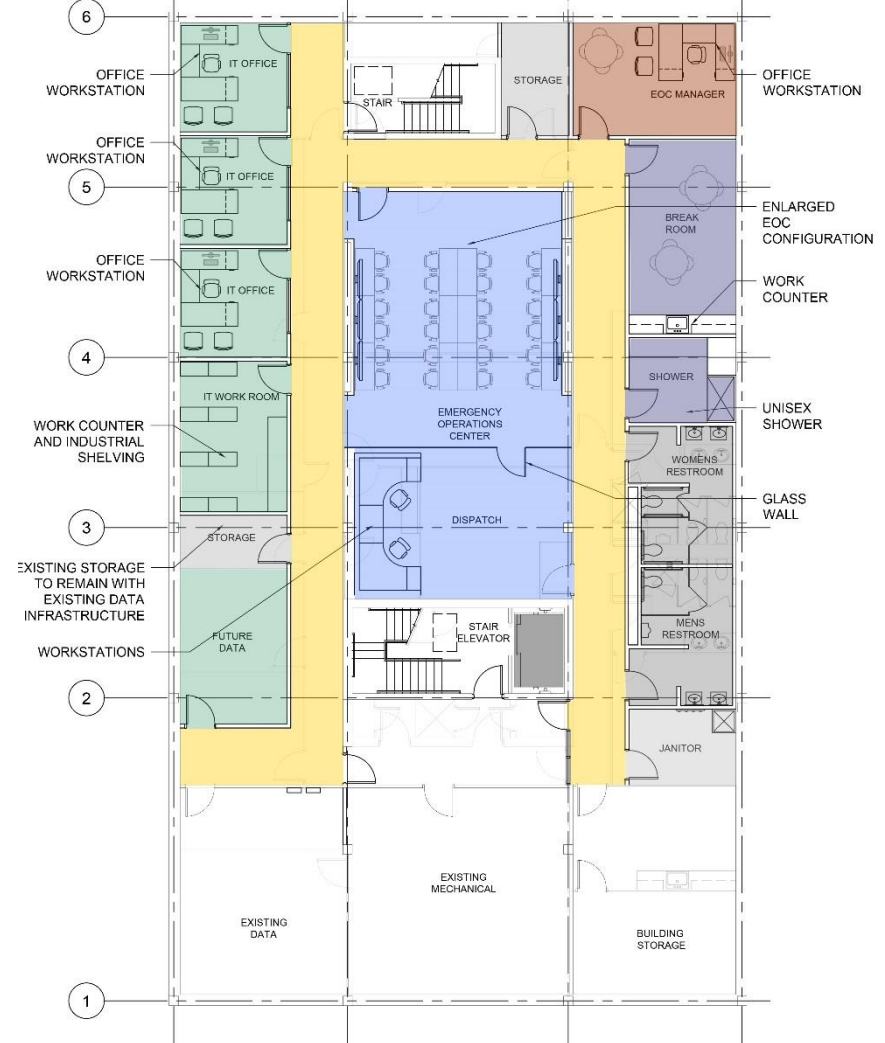
Door configuration does not meet accessibility standards

Layout Issue

Revised access to Data Room



EXISTING LAYOUT



NEW LAYOUT

SHERMAN POLICE FACILITY RECONFIGURATION

COUNCIL PRESENTATION 6.13.19

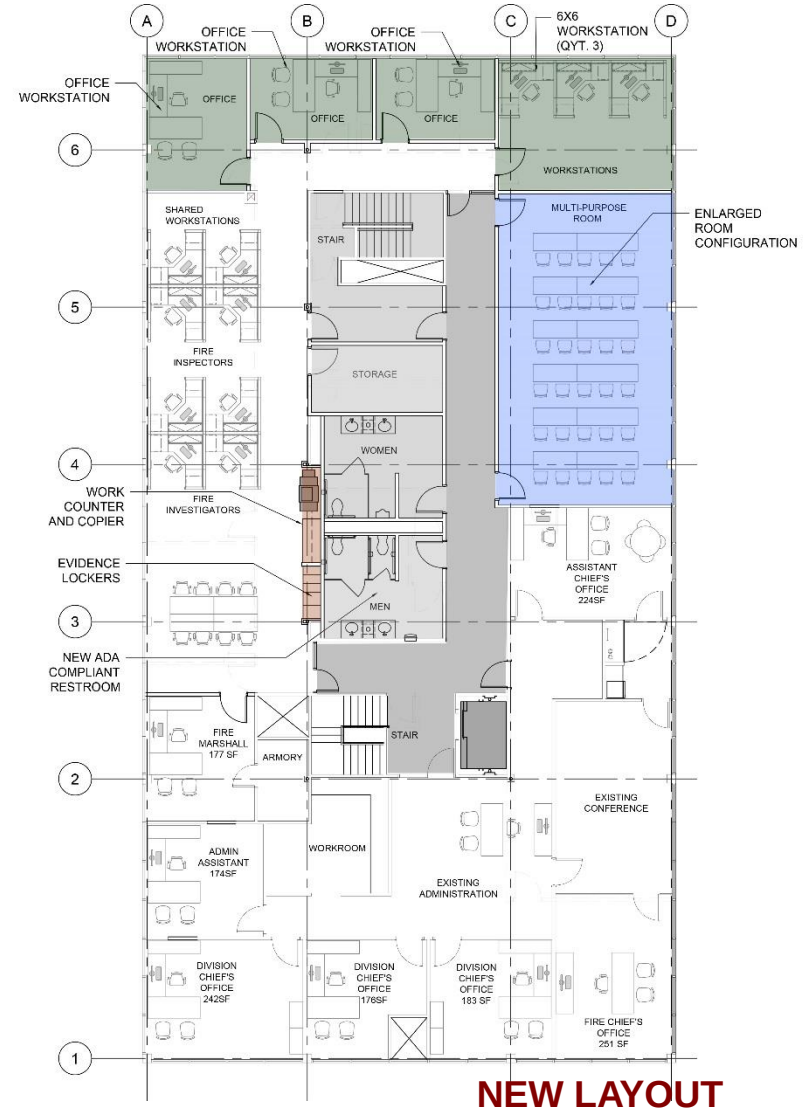
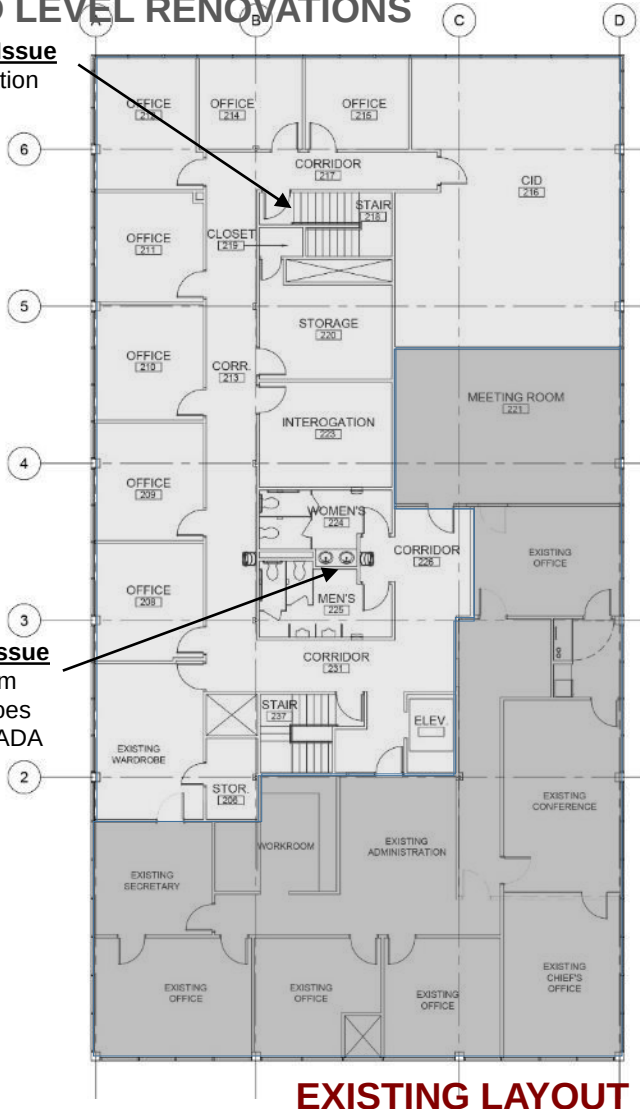


Existing Facility Reconfiguration – **OPTION D**

SECOND LEVEL RENOVATIONS

Accessibility Issue
Door configuration

Accessibility Issue
Current restroom
configuration does
not meet code/ADA
standards



REMAINING FUNDS OPTIONS – OPTION D.1 (Enclose entry completed by owner)[illegible]

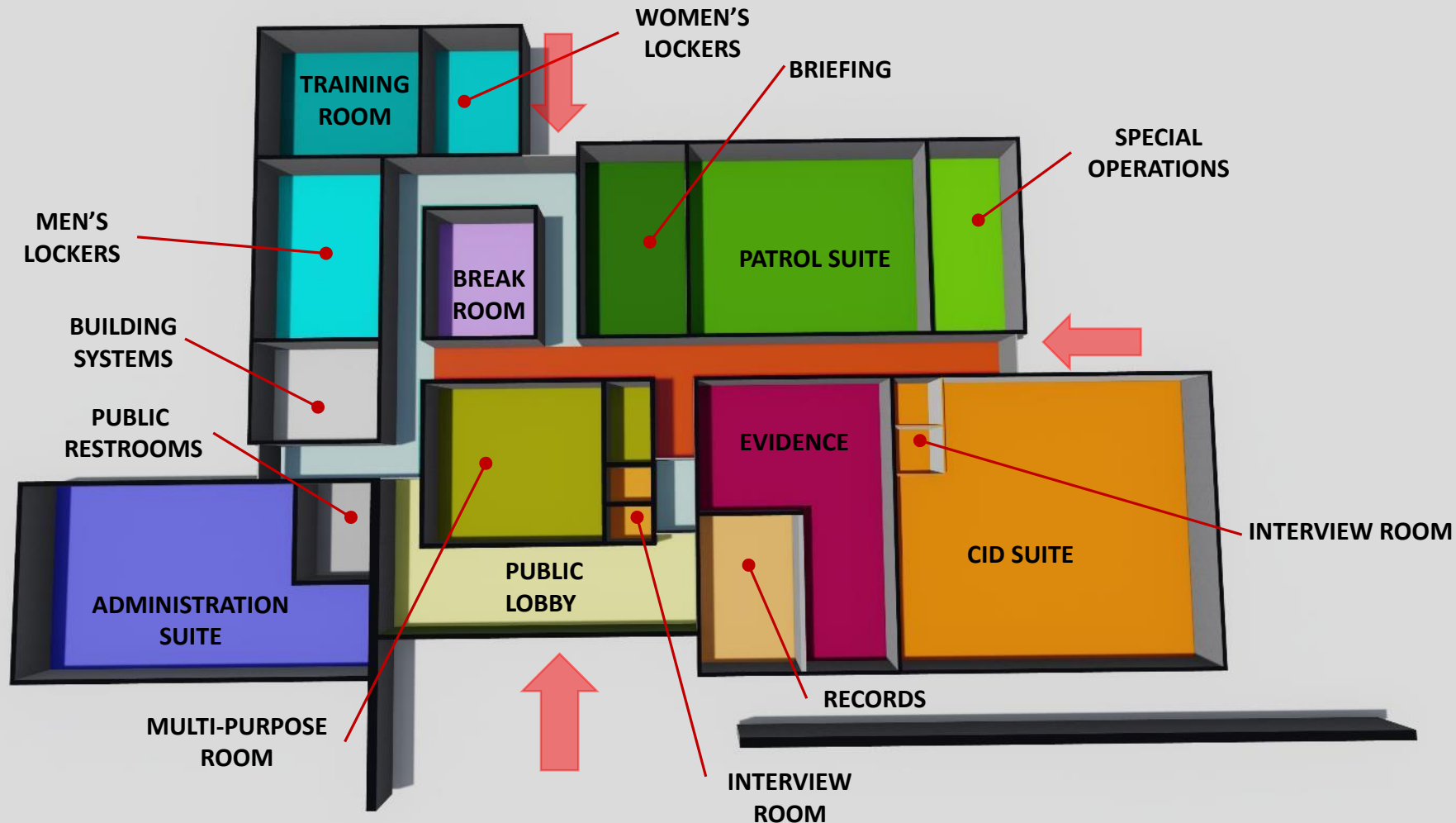
PREPARED BY **HIDELL AND ASSOCIATES ARCHITECTS, INC.** 2019

NEW SHERMAN POLICE HEADQUARTERS

COUNCIL PRESENTATION 6.13.19



New Facility Spatial Concept

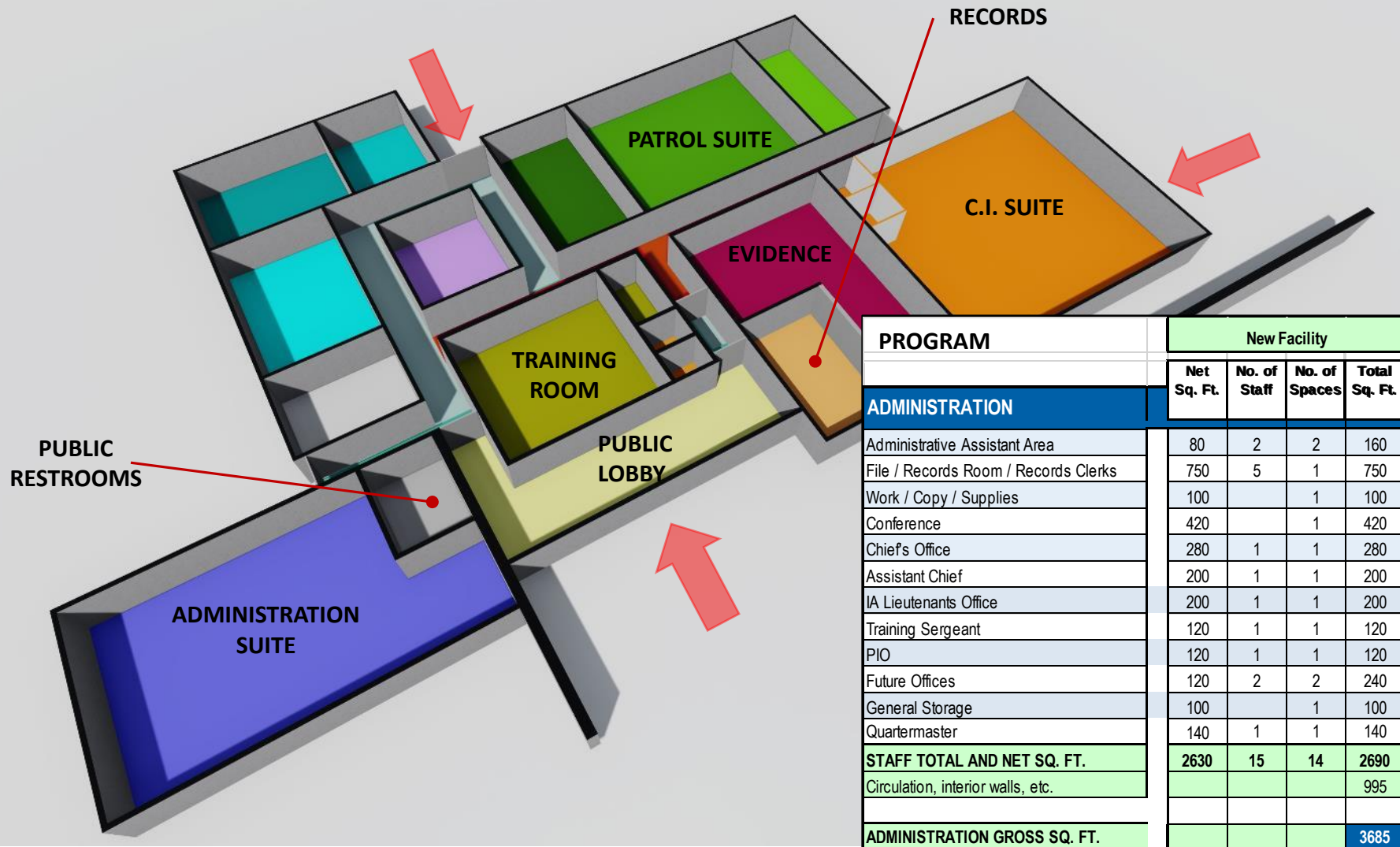


NEW SHERMAN POLICE HEADQUARTERS

COUNCIL PRESENTATION 6.13.19



New Facility Spatial Concept

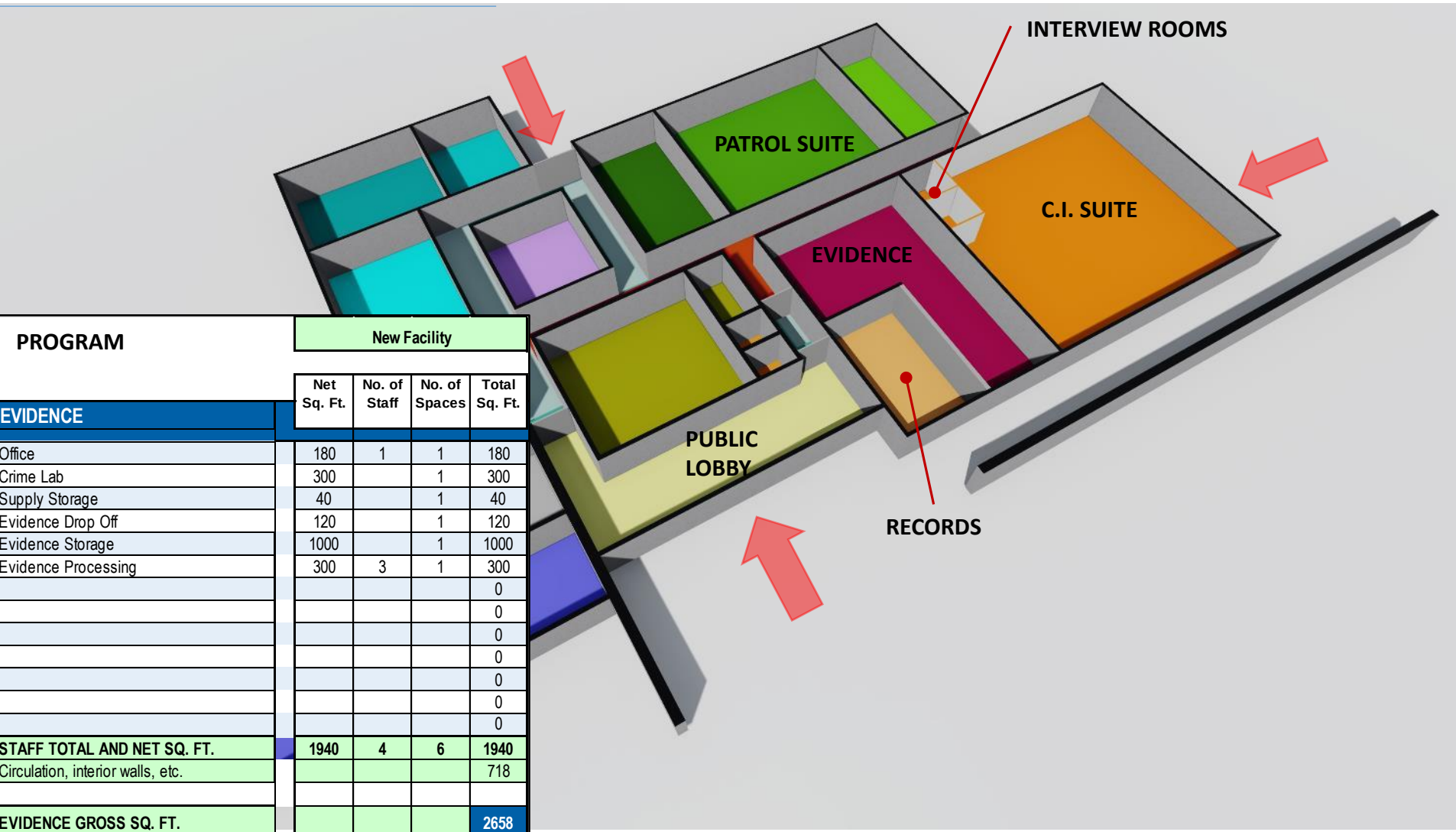


SHERMAN POLICE HEADQUARTERS

COUNCIL PRESENTATION 6.13.19



New Facility Spatial Concept

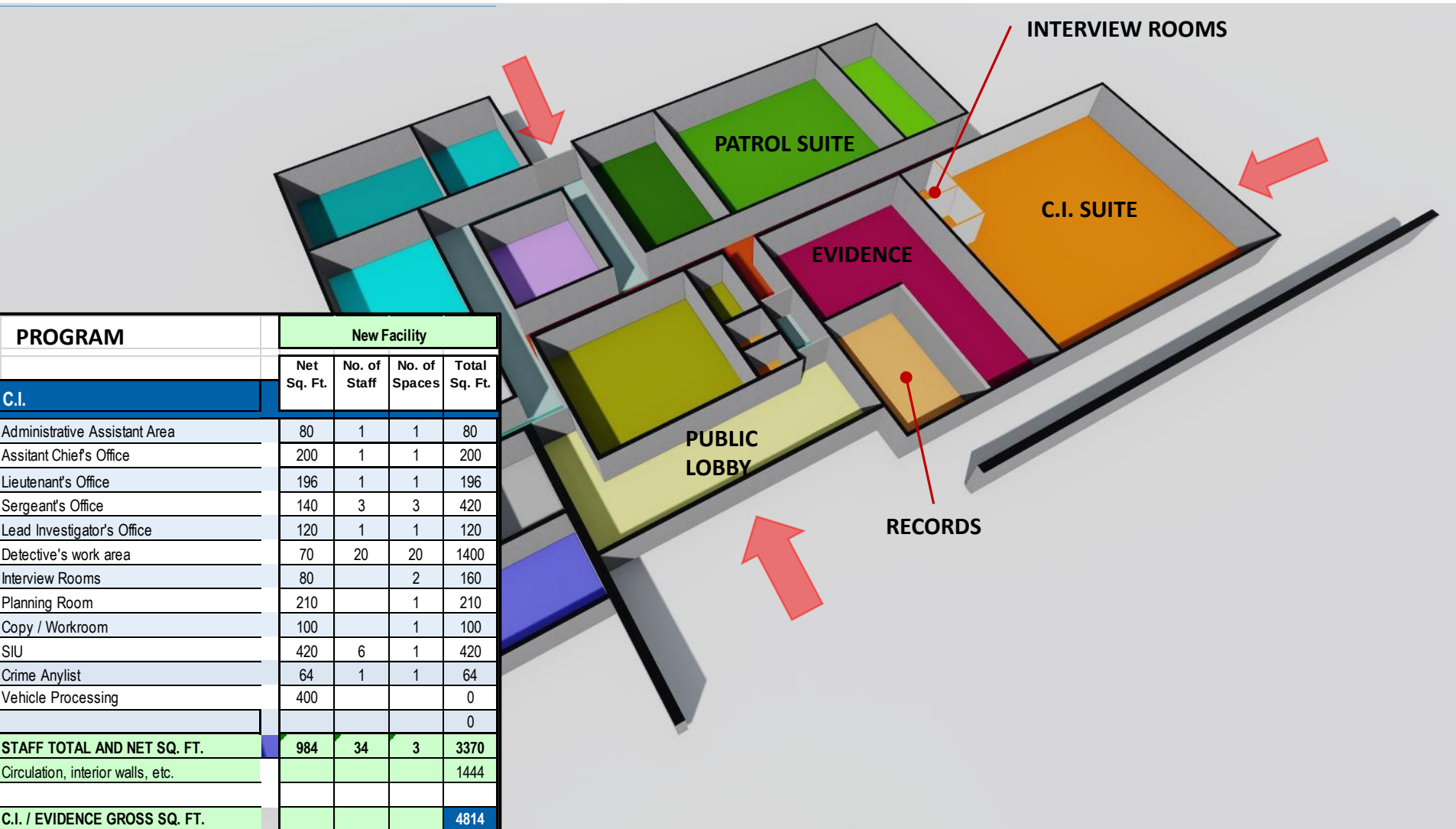


SHERMAN POLICE HEADQUARTERS

COUNCIL PRESENTATION 6.13.19



New Facility Spatial Concept



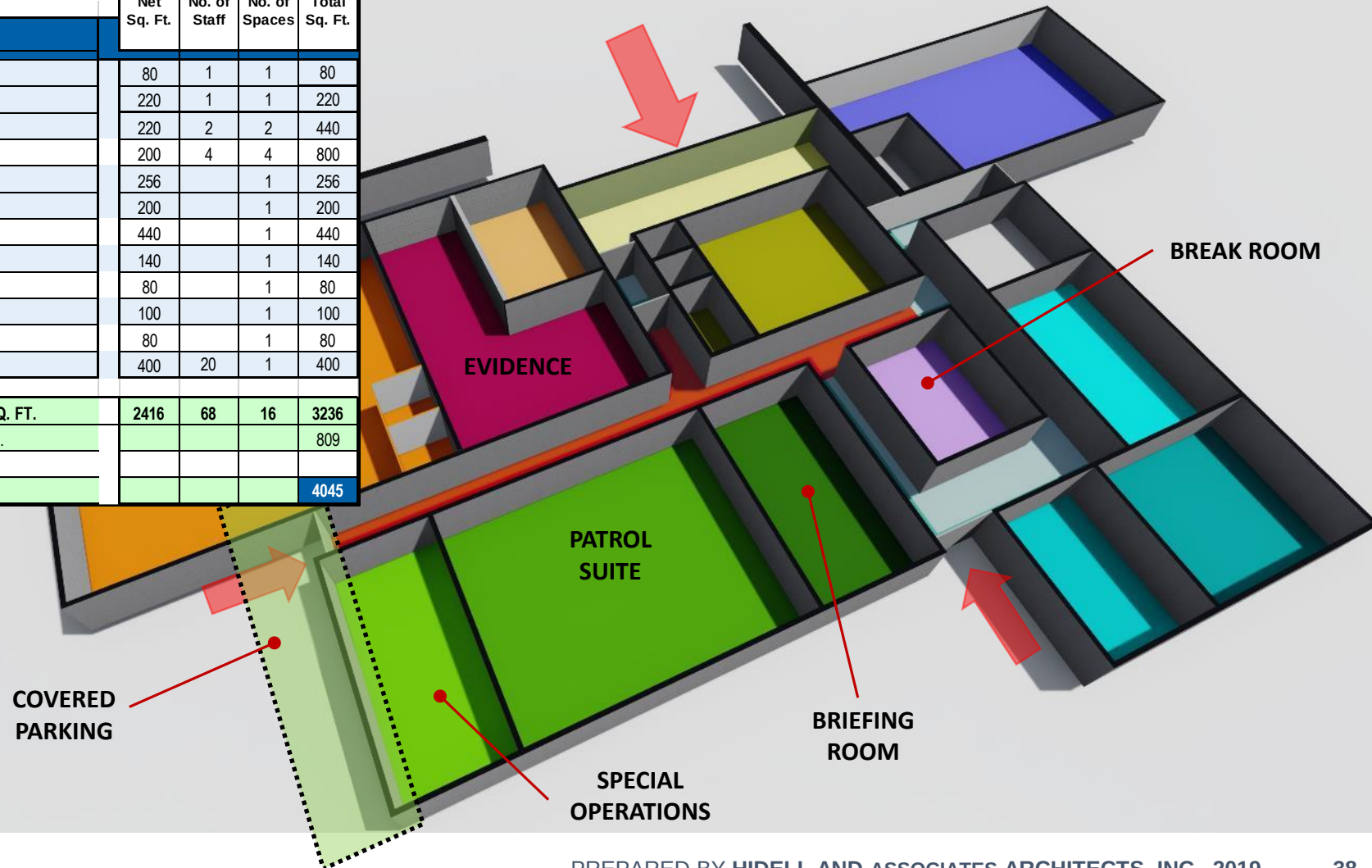
SHERMAN POLICE HEADQUARTERS

COUNCIL PRESENTATION 6.13.19



New Facility Spatial Concept

PROGRAM	New Facility			
	Net Sq. Ft.	No. of Staff	No. of Spaces	Total Sq. Ft.
PATROL				
Administrative Assistant	80	1	1	80
Assitant Chief	220	1	1	220
Patrol Lieutenant	220	2	2	440
Patrol Sergeant's Office	200	4	4	800
Report Writing Room	256		1	256
Armory	200		1	200
Swat Ready Room	440		1	440
Patrol Equipment	140		1	140
Juvenile Waiting Area	80		1	80
Supply Storage	100		1	100
Copy / Workroom	80		1	80
Briefing	400	20	1	400
STAFF TOTAL AND NET SQ. FT.	2416	68	16	3236
Circulation, interior walls, etc.				809
PATROL GROSS SQ. FT.				4045



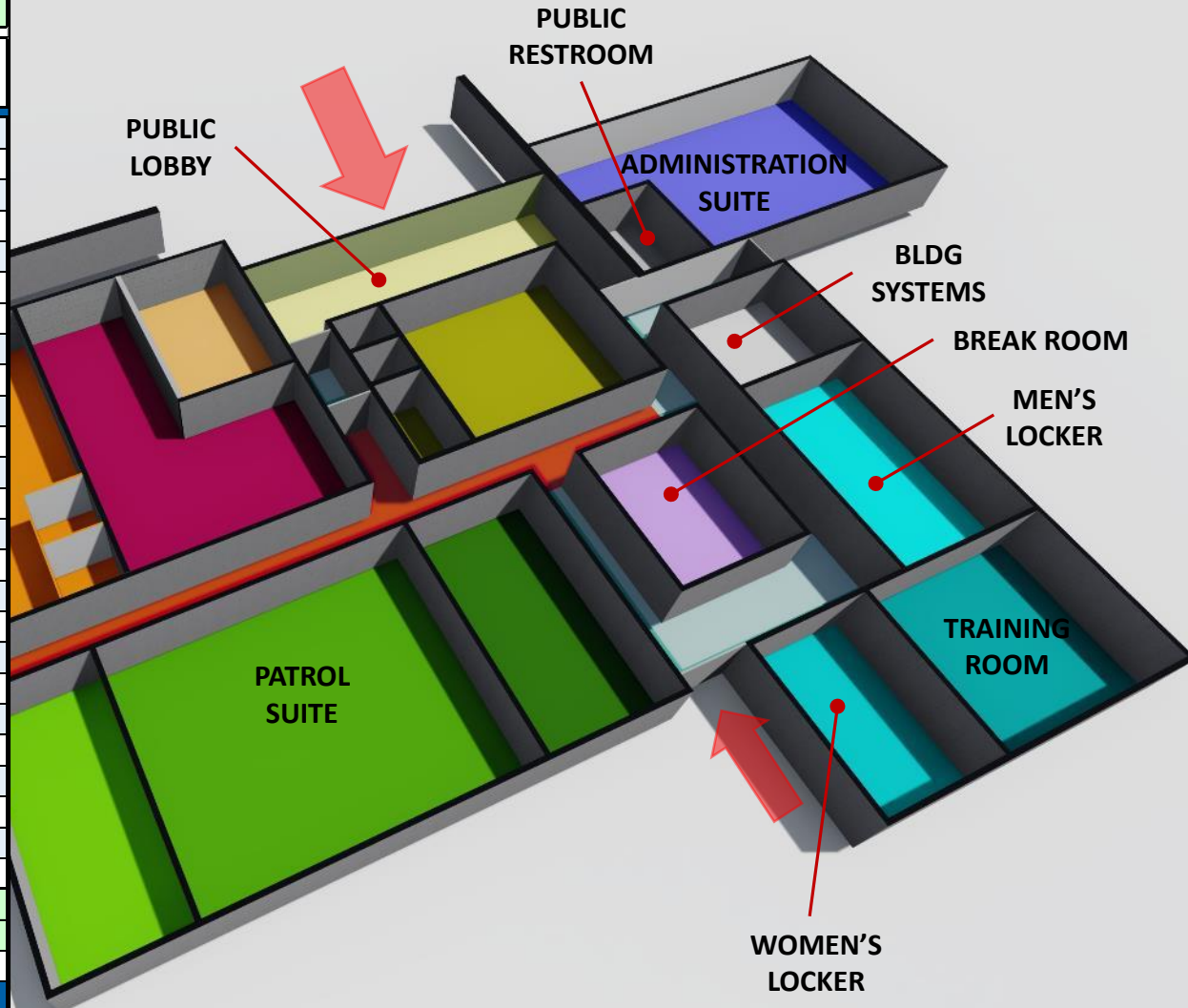
SHERMAN POLICE HEADQUARTERS

COUNCIL PRESENTATION 6.13.19



New Facility Spatial Concept

PROGRAM	New Facility			
	Net Sq. Ft.	No. of Staff	No. of Spaces	Total Sq. Ft.
PUBLIC AREA'S AND SUPPORT				
Entry Vestibule	120		1	120
Lobby	300		1	300
Finger Printing Alcove				0
Report /Soft Interview Room	120		2	240
Multi-Purpose Room	1000		1	1000
Multi-Purpose Storage	100		1	100
Public Restroom	64		2	128
Mens Restroom	200		1	200
Womens Restroom	200		1	200
Vending Alcove				0
Break Room	500		1	500
Women's Locker /Restroom/ Shower	18		10	180
Men's Locker/ Restroom / Shower	18		110	1980
Data / Telecom Room	150		1	150
Janitor's Closet	48		1	48
Mail Area	32		1	32
Stair				0
Elevator				0
Elevator Machine Room				0
Electrical Room	100		1	100
Mechanical Room	180		1	180
General Storage	120		1	120
Fire Riser	50		1	50
Taining Area	600		1	600
				0
STAFF TOTAL AND NET SQ. FT.	3380	0	135	5568
Circulation, interior walls, etc.				1392
SUPPORT GROSS SQ. FT.				6960





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 05/20/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2019 Council Calendar

2019

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

FEBRUARY						
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MARCH						
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31						

APRIL						
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28	29	30				

MAY						
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JUNE						
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30						

JULY						
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28	29	30	31			

AUGUST						
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25	26	27	28	29	30	31

SEPTEMBER						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER						
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27	28	29	30	31		

NOVEMBER						
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17	18	19	20	21	22	23
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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				

1/21/2019	Martin Luther King, Jr. Day/Called City Council Meeting on 1/22/2019
2/27/2019	Called Council Meeting - Training Session for Council Members
4/26/2019	Called Budget Planning Meeting in Council Chambers
6/13/2019	Called Budget Workshop in Council Chambers
6/14/2019	Called Budget Workshop in Council Chambers
9/2/2019	Labor Day/Called City Council Meeting on 09/03/2019

[illegible]