

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MAY 7, 2018
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY DEPUTY MAYOR PAMELA L. HOWETH**
- A. 3. INVOCATION BY DEPUTY MAYOR PAMELA L. HOWETH**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF APRIL 16, 2018**

Proclamations

- B. 1. PROCLAMATION**
"Mental Health Awareness Month" – May 2018
- B. 2. PROCLAMATION**
"Police Week" – May 13-19, 2018

Public Hearing

- C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6111**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Event Center in a C-2 (General Commercial) District/Central Business District at 124 North Walnut Street, being Lots 8 and 10, Block 3, OTP Sherman (Vanderveer Group, LLC, Owners; Sean Vanderveer, Representative); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00
- C. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6112**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Resale Shop in a C-1 (Retail Business) District at 220 North Sunset Boulevard, Suite A, being Lot 1, Block 1 and part of Block 2, of the Second Replat of part of Block 2 of the Replat of Westwood Village Subdivision (Westwood Village Retail, LLC, Owners; LaCinda Hollis, Hollis Unlimited, Tenant/Representative, and Helvey-Wagner Surveying, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00
- C. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6113**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-2 (Multi-Family Residential) District at 1305 South F.M. 1417 (Heritage Parkway), Tract 1: being 0.011 acres in the Elizabeth Jones Survey, Abstract No. 625, and Tract 2: being 0.070 acres in the Elizabeth Jones Survey, Abstract No. 625 (1305 S FM 1417 LP, Owners; Joe Gilbert, Representative; and Preston Trail Land Surveying, Surveyor)

- C. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6114**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-2 (Multi-Family Residential) District in the 2600-2700 blocks of South U.S. Highway 75, being 48.617 acres in the Preston Kitchen Survey, Abstract No. 667 and the Elizabeth Jones Survey, Abstract No. 625 (SSCGC Holdings, LLC, Owners; and Underwood Drafting and Surveying, Surveyor)
- C. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6115**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 2932 Preston Club Drive, being Lot 21, Block 1, Preston Club, The Classics Subdivision (Rossi Realty, LLC, Owners; Josh Knight, General Contractor, and CBG Surveying, Inc., Surveyor)
- C. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6116**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 3218 Preston Club Drive, being Lot 13R, Block 11, Preston Club, The Legends, Phase 1, Replat Lots 11, 12 & 13, Block 11 (Rossi Realty, LLC, Owners; Josh Knight, General Contractor, and CBG Surveying, Inc., Surveyor)
- C. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6117**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 3315 Preston Club Drive, being Lot 12, Preston Club, The Legends, Phase 3 (Rossi Realty, LLC, Owners; Josh Knight, General Contractor, and CBG Surveying, Inc., Surveyor)
- C. 8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6118**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 3323 Preston Club Drive, being Lot 10, Preston Club, The Legends, Phase 3 (Rossi Realty, LLC, Owners; Josh Knight, General Contractor; and CBG Surveying, Inc., Surveyor)
- C. 9. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6119**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 5010 Buffalo Ridge Trail, being Lot 8, Block 1, Preston Club, The Classics, Phase Two (Rossi Realty, LLC, Owners; Josh Knight, General Contractor; and CBG Surveying, Inc., Surveyor)

Close Public Hearing and Consider Adoption of Ordinances

- C. 10. **ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers: 6111, 6112, 6113, 6114, 6115, 6116, 6117, 6118 and 6119
- C. 11. **CONSENT AGENDA**
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

- D. 1. **RESOLUTION NO. 6363**
Authorizing Execution of a Drainage Agreement with the Sherman Independent School District

D. 2. RESOLUTION NO. 6367

Authorizing Execution of a Professional Services Agreement with Vilbig & Associates, Inc. for the Engineering Design of a Four-Lane Divided Thoroughfare off of the US 75 Service Road, South of Heritage Parkway (FM 1417), known as "Legacy Boulevard"

D. 3. RESOLUTION NO. 6368

Awarding a Bid to and Authorizing Execution of an Agreement with Dean Electric, Inc. dba Dean Construction, as Construction Manager-at-Risk (CMAR), for Construction of the Pecan Grove West Athletic Complex

D. 4. * RESOLUTION NO. 6369

Authorizing Execution of an Agreement with Habitat For Humanity of Grayson County for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 320 West Jones Street

D. 5. * RESOLUTION NO. 6370

Authorizing Execution of an Agreement with Tobar's Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1321 South Montgomery Street

D. 6. * RESOLUTION NO. 6371

Authorizing Execution of an Agreement with Tobar's Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 516 South Vaden Street

Change Orders

E. 1. * CHANGE ORDER NO. 3

Gallagher Elevated Tank Repair and Paint Project; American Suncraft Company, Inc.; \$8,400.00 Increase

Other Business

F. 1. OTHER BUSINESS

Consider the Abatement of Substandard Structures at the Following Locations:

- 525 East Carter Street (G-0763 MCANAI R J B, 70 X 160), Vanessa C. Wynn Estate, Owner
- 1108 East Lamar [GEREN J P ADDN (REPLT FITCH), LOT 6 & E/2 OF 7], Jamie C. Dunlap et ux Pamela G. Dunlap, Owners

F. 2. * OTHER BUSINESS

Final Plat Approval of Hawkins-Ballard Addition, being 0.451 acres in the Samuel Blagg Survey, Abstract No. 56; Jimmy D. Hawkins and Eddie Ballard, Owners/Developers; and Underwood Drafting and Surveying, Surveyor (527 South Rusk Street)

F. 3. * OTHER BUSINESS

Final Plat Approval of Bethany Road Estates II in the City of Sherman's Extraterritorial Jurisdiction (ETJ), being 41.858 acres in the Aaron Burleson Survey, Abstract No. 61; Harold Deane Munal, Owner; KRG Civil Engineers, Inc., Engineer; and David Fite Surveying, Surveyor (300-3100 blocks of East Lamar Street and 200-500 blocks of Bethany Road)

G. CITIZEN REQUESTS

H. MEDIA QUESTIONS

Consider Board/Commission Appointments

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

- (a) Parks and Recreation Advisory Board (2)

J. COUNCIL COMMENTS

Executive Session

K. 1. EXECUTIVE SESSION

In Accordance with Chapter 551, Government Code, V.T.C.S. (Open Meetings Law), "The City Council Will Now Hold a Closed Executive Meeting Pursuant to the Provisions of the Open Meetings Law, Chapter 551, Government Code, Vernon's Texas Codes Annotated, in Accordance with the Authority Contained in the Following Sections:

Section 551.071	Consultation with City Attorney concerning Pending or Contemplated Litigation
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Section 551.071	Consult with the City Attorney on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter
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Section 551.087	Deliberation Regarding Economic Development Negotiations: (a) Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect
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The Council reconvenes into General Session

L. 1. OPEN MEETING

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

M. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on May 4, 2018 at 3:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 4th day of May, 2018
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor

David Plyler

Deputy Mayor

Pamela L. Howeth

Council Members

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

Jason Sofey, 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: 05/07/2018

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF APRIL 16, 2018

Attachments

April 16, 2018

Porterfield Building Proposal

Porterfield Building Photos

STATE OF TEXAS §
 April 16, 2018
COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on April 16, 2018.

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

MEMBERS ABSENT: COUNCIL MEMBER SOFEY.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of April 2, 2018. Council Member Steele moved to approve the Minutes as presented; Second by Council Member Holland. All present voted AYE.
MOTION CARRIED.

APPROVE MNUTES

PROCLAMATION

“MOTORCYCLE SAFETY AND AWARENESS MONTH” – MAY 2018

Council Member Teamann presented a proclamation to Skee Dodson, Legislative Officer for the State of Texas ABATE, designating “Motorcycle Safety and Awareness Month” for May 2018.

MOTORCYCLE SAFETY
& AWARENESS
MONTH
(MAY 2018)

Mr. Dodson thanked the City Council for the proclamation and for bringing awareness to the community and helping to save motorcycle, bicycle, and vehicle lives.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Plyler introduced Ordinance No. 6106 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 410 (2)(J), ORDINANCE NO. 2252, ARTICLE IV AND SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A MOVIE THEATER/ BOWLING ALLEY/ARCADE (COMMERCIAL AMUSEMENT CENTER) IN THE BLALOCK INDUSTRIAL PARK/BLALOCK COMMERCIAL OVERLAY DISTRICT/O-1.1 (FM 1417 OVERLAY) DISTRICT, C-1 (RETAIL BUSINESS) DISTRICT AND C-2 (GENERAL COMMERCIAL) DISTRICT IN THE 100-200 BLOCKS OF EAST F.M. 1417 (VIETNAM VETERAN’S PARKWAY) AND THE 3700 BLOCK OF SOUTH U.S. HIGHWAY 75, BEING 22.330 ACRES IN THE SHEROD DUNMAN SURVEY, ABSTRACT NO. 329 (SHERMAN ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF SHERMAN, OWNERS; MARK SCHULMAN,

ORD 6106
SUP FOR MOVIE
THEATER, BOWLING
ALLEY, ARCADE IN
BLALOCK DISTRICT
(100-200 BLOCKS E.
FM 1417 & 3700 BLOCK
S. HWY 75)

DEVELOPER; VILBIG AND ASSOCIATES, CIVIL ENGINEER/SURVEYOR; AND HODGES ARCHITECTURE, ARCHITECT); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

Scott Shadden Director of Development Services, said the Planning and Zoning Commission recommended approval of the Specific Use Permit, subject to the Staff Review Letter.

No citizens appeared before the City Council to discuss Ordinance No. 6106.

Mayor Plyler introduced Ordinance No. 6107 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 FARM EQUIPMENT SALES, SERVICE, REPAIRS, FEED STORE WITH OUTDOOR STORAGE/DISPLAYS IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1 (75 & 82 OVERLAY) DISTRICT AT 2725 NORTH U.S. HIGHWAY 75, BEING LOT 5, BLOCK 1 OF THE TEXOMA CROSSING ADDITION, A REPLAT OF LOTS 5 AND 5A (S&W-AL LLC, OWNERS; ORSCHELN'S FARM & HOME, TENANT; JAKE LONG, GLOVE CON, INC., REPRESENTATIVE; 21 DESIGN GROUP, CIVIL ENGINEER/SURVEYOR; AND PW ARCHITECTS, INC., 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 6107
SUP FOR
FARM EQUIPMENT
SALES, SERVICE,
REPAIRS, FEED
STORE
(2725 N. HWY 75)

Mr. Shadden said the SUP is for the old Gander Mountain building. The Planning and Zoning Commission recommended approval of the Specific Use Permit, subject to the Staff Review Letter.

Nicholas Orscheln appeared representing the request. He thanked the City of Sherman and Mr. Shadden for being so easy to work with and making his job easier. He said they were looking forward to opening in Sherman.

No other citizens appeared before the City Council to discuss Ordinance No. 6107.

Mayor Plyler introduced Ordinance No. 6108 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 3608 F.M. HIGHWAY 691, BEING LOT 1, LEGEND BANK ADDITION (LEGEND BANK NA, OWNERS; TODD YOUNG, YOUNG ENTERPRISES, REPRESENTATIVE; LEGEND BANK, TENANT; CONDUIT ARCHITECTURE + DESIGN LLC, ARCHITECT; AND FREEMAN-

ORD 6108
ZONE CHANGE
(3608 FM 691)

MILLICAN, INC., ENGINEER/PLANNER); PROVIDING FOR A REPEALER.

Mr. Shadden said this zone change was on the north side of Sherman at FM 691, for Legend Bank. The Planning and Zoning Commission recommended approval of the Specific Use Permit, subject to the Staff Review Letter.

No citizens appeared before the City Council to discuss Ordinance No. 6108.

Mayor Plyler introduced Ordinance No. 6109 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 MAKE-UP (TATTOO STUDIO) IN A C-1 (RETAIL BUSINESS) DISTRICT/CENTRAL BUSINESS DISTRICT AT 225 NORTH TRAVIS STREET, SUITE 300, BEING LOT 1 AND PART OF LOTS 2, 11, 12, BLOCK D, TJ SHANNON SUPPLEMENT (SHERMAN LOFTS LLC, OWNERS; HANNA MARTIN, APPLICANT; 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 6109
SUP FOR
TATTOO STUDIO
(225 N. TRAVIS)

Mr. Shadden said the Planning and Zoning Commission recommended approval of the Specific Use Permit, subject to the Staff Review Letter.

Hanna Martin appeared representing the request, saying she would like to open the business and present her services.

No other citizens appeared before the City Council to discuss Ordinance No. 6109.

Mayor Plyler introduced Ordinance No. 6110 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 AUTOMOBILE SALES AND ACCESSORIES IN THE EXISTING BUILDING IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1.1 (FM 1417 OVERLAY) DISTRICT AT 5615 NORTH F.M. 1417 (HERITAGE PARKWAY), BEING 3 ACRES IN THE JOHN GOODE SURVEY, ABSTRACT NO. 468 (ADVANCED BINARY LLC, OWNERS; CHARLES MALEC, REPRESENTATIVE; AND BROHARD ARCHITECTURE, 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 6110
SUP FOR AUTO SALES
& ACCESSORIES
(5615 N. FM 1417)

Mr. Shadden said the SUP is for the old Mr. L's building on FM 1417. The facility will be used for vehicle sales, primarily Internet sales.

The Planning and Zoning Commission recommended approval of the Specific Use Permit, subject to the Staff Review Letter.

Charles Malec appeared representing the request. He said they are moving their Dallas operation to Sherman, into a building that has been vacant for 10 years. They sell classic cars and the facility will not "look cheap" or have banners.

No other citizens appeared before the City Council to discuss Ordinance No. 6110.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6106

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 410 (2)(J), ORDINANCE NO. 2252, ARTICLE IV AND SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A MOVIE THEATER/ BOWLING ALLEY/ARCADE (COMMERCIAL AMUSEMENT CENTER) IN THE BLALOCK INDUSTRIAL PARK/BLALOCK COMMERCIAL OVERLAY DISTRICT/O-1.1 (FM 1417 OVERLAY) DISTRICT, C-1 (RETAIL BUSINESS) DISTRICT AND C-2 (GENERAL COMMERCIAL) DISTRICT IN THE 100-200 BLOCKS OF EAST F.M. 1417 (VIETNAM VETERAN'S PARKWAY) AND THE 3700 BLOCK OF SOUTH U.S. HIGHWAY 75, BEING 22.330 ACRES IN THE SHEROD DUNMAN SURVEY, ABSTRACT NO. 329 (SHERMAN ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF SHERMAN, OWNERS; MARK SCHULMAN, DEVELOPER; VILBIG AND ASSOCIATES, CIVIL ENGINEER/SURVEYOR; AND HODGES ARCHITECTURE, ARCHITECT); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6106

SUP FOR MOVIE
THEATER, BOWLING
ALLEY, ARCADE IN
BLALOCK DISTRICT
(100-200 BLOCKS E.
FM 1417 & 3700 BLOCK
S. HWY 75)

Ordinance 6107

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 FARM EQUIPMENT SALES, SERVICE, REPAIRS, FEED STORE WITH OUTDOOR STORAGE/DISPLAYS IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1 (75 & 82 OVERLAY) DISTRICT AT 2725 NORTH U.S. HIGHWAY 75, BEING LOT 5, BLOCK 1 OF THE TEXOMA CROSSING ADDITION, A REPLAT OF LOTS 5 AND 5A (S&W-AL LLC, OWNERS; ORSCHELN'S FARM & HOME, TENANT; JAKE LONG, GLOVE CON, INC., REPRESENTATIVE; 21 DESIGN GROUP, CIVIL ENGINEER/SURVEYOR; AND PW ARCHITECTS, INC., ARCHITECT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN

ORD 6107

SUP FOR
FARM EQUIPMENT
SALES, SERVICE,
REPAIRS, FEED
STORE
(2725 N. HWY 75)

CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

Council Member Steele asked if Orscheln's Farm & Home Store would enclose or add onto the outdoor storage area at the facility and what they would store in the parking spots.

Mr. Shadden said it would be in the existing building. Mr. Orscheln said they would store utility trailers on the west side of the building in some of the parking area. Mr. Shadden said this storage would be limited by the Staff Review Letter.

Ordinance 6108

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 3608 F.M. HIGHWAY 691, BEING LOT 1, LEGEND BANK ADDITION (LEGEND BANK NA, OWNERS; TODD YOUNG, YOUNG ENTERPRISES, REPRESENTATIVE; LEGEND BANK, TENANT; CONDUIT ARCHITECTURE + DESIGN LLC, ARCHITECT; AND FREEMAN-MILLICAN, INC., ENGINEER/PLANNER); PROVIDING FOR A REPEALER.

ORD 6108
ZONE CHANGE
(3608 FM 691)

Ordinance 6109

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 MAKE-UP (TATTOO STUDIO) IN A C-1 (RETAIL BUSINESS) DISTRICT/CENTRAL BUSINESS DISTRICT AT 225 NORTH TRAVIS STREET, SUITE 300, BEING LOT 1 AND PART OF LOTS 2, 11, 12, BLOCK D, TJ SHANNON SUPPLEMENT (SHERMAN LOFTS LLC, OWNERS; HANNA MARTIN, APPLICANT; 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 6109
SUP FOR
TATTOO STUDIO
(225 N. TRAVIS)

Council Member Steele asked about the difference between permanent make-up and tattoos. Mr. Shadden explained that the State of Texas requires a permanent make-up facility to have a tattoo license. The City's ordinance requires a tattoo shop to have a Specific Use Permit.

Because the permanent make-up facilities are required to get a tattoo license from the State, they are caught between the two requirements. The permanent make-up is limited to the face and only permits the applicant to provide the service. It is not transferrable.

Council Member Steele verified that, with the City's SUP, they can only provide permanent make-up.

Ordinance 6110

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 AUTOMOBILE SALES AND ACCESSORIES IN THE EXISTING BUILDING IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1.1 (FM 1417 OVERLAY) DISTRICT AT 5615 NORTH F.M. 1417 (HERITAGE PARKWAY), BEING 3 ACRES IN THE JOHN GOODE SURVEY, ABSTRACT NO. 468 (ADVANCED BINARY LLC, OWNERS; CHARLES MALEC, REPRESENTATIVE; AND BROHARD ARCHITECTURE, 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 6110
SUP FOR AUTO SALES
& ACCESSORIES
(5615 N. FM 1417)

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Ordinance Nos. 6106, 6107, 6108, 6109, and 6110, as presented.

Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED

Mayor Plyler said “for transparency” he wanted everyone to note that he did not vote for or against any of these ordinances.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 6361 – FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC’S (“ONCOR” OR “COMPANY”) APPLICATION FOR APPROVAL OF A DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX. ADMIN. CODE § 25.243 TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY’S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC’S (“ONCOR” OR “COMPANY”) APPLICATION FOR APPROVAL OF A DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX. ADMIN. CODE § 25.243 TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY’S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

RES 6361
ONCOR DISTRIBUTION
COST RECOVERY
FACTOR

Brandon Shelby, City Attorney, said this is the ordinance that the Council sees annually from the Oncor Steering Committee. The legal counsel has advised the cities to deny Oncor's application for a rate increase.

ACTION TAKEN.

Motion by Council Member Teamann to approve Resolution No. 6361, as presented. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6362 – AUTHORIZING SUBMISSION OF AN APPLICATION FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT AWARDED UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY – FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO FUND THE HIRING OF NEW, ADDITIONAL FIREFIGHTERS FOR THE SHERMAN FIRE DEPARTMENT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY

**RES 6362
SAFER GRANT FOR
HIRING FIREFIGHTERS**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF AN APPLICATION FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT AWARDED UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY – FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO FUND THE HIRING OF NEW, ADDITIONAL FIREFIGHTERS FOR THE SHERMAN FIRE DEPARTMENT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY.

Danny Jones, Fire Chief, said they are asking for authorization to submit an application for a SAFER grant to fund the hiring of six additional firefighters. The grant is offered to help fire departments meet industry standards and to obtain adequate staffing.

If awarded, Sherman would use the funding to hire the additional firefighters, which would be the start of addressing future needs for the growth of the City, an increase in call volumes, and the future need of an additional fire station.

The grant will fund 75% of the actual cost incurred in years one and two, and 35% in year three. The estimated annual cost to the City would be approximately \$110,000 per year for the first two years, and approximately \$300,000 for the third year.

Chief Jones added that a significant offset to the cost would be realized in the reduction of overtime by the department.

Council Member Teamann confirmed that, if approved, the City would be "bound to" the grant for the entire three year window.

Deputy Mayor Howeth asked if the City would be able to continue to pay for the officers after the three year funding was complete. Mr. Hefton said this is part of the operational plan to “staff up” for Fire Station No. 6.

He said he has also asked Chief Jones to review runs over the last several years, and found that runs have increased nearly 15% over the last two years. The City hasn’t grown by 15% over that time period, so runs are increasing at a greater rate than the population is increasing.

The plan is to add a Fire Station No. 6, probably on the west side of town, to handle this growth. The plan would be to hire the employees anyway, but the timing would be based on the grant application deadline.

He said normally this discussion would be part of the budget talks, but the grant deadline is April 27, 2018. An announcement on the grant should be made in June or July of 2018. If the City doesn’t receive the grant, Mr. Hefton said another discussion will be held about how many people to hire.

Council Member Teamann asked if they approved applying for the grant, but it was determined later that the City could either hire these firefighters or fund an employee raise, would they have the option to not move forward with the grant.

Mr. Hefton said they would find a way to do both and make adjustments to the plan. The request for year one is \$110,000. That would be equivalent to one day of General Fund reserves, and he would recommend taking one more day out of the reserves to fund the positions. The City is in shape where they could make it work, he added.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to approve Resolution No. 6362, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6364 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH DAVID AND TRACEY DOWNTAIN D/B/A RISEN PROPERTIES, LLC UNDER THE CITY OF SHERMAN’S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 328-330 WEST LAMAR STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH DAVID AND TRACEY DOWNTAIN D/B/A RISEN PROPERTIES, LLC UNDER THE CITY OF SHERMAN’S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 328-330 WEST LAMAR STREET.

RES 6364
CBD HISTORIC BLDG
RESTORATION GRANT
(328-330 W. LAMAR)

Nate Strauch, Community and Support Services Manager, said this is the second application that the City has received in FY 2018 for the Downtown Façade Grant.

They have met all the requirements for the grant and the location and historical significance of the building would qualify.

David Downtain appeared representing the request, and said they feel the building is ideal for the public/private investment for restoration of the building. The building is the old Porterfield Candy Company building, located at Rusk and Lamar Streets. It was constructed in 1938 and has had many uses over the past years, including textile production. Today it houses multi-tenants.

He said their plan for the building is to do some exterior renovations; infrastructure updates, such as electrical, plumbing, HVAC; and exterior upgrades, including awnings, new stairways, fire escapes, reflective windows. They are making a major investment in the building.

They hope to add some loft apartments to the building but have excluded the costs for the residential lofts from the application.

Deputy Mayor Howeth asked about the back parking lot. Mr. Downtain said they plan to change the aesthetics of the building all the way around. They plan to add planters in the front and some curbside parking. He added that the area is considered the gateway into the Central Business District.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 6364, as presented. Second by Deputy Mayor Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6365 – AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH WEST CANYON CREEK PROPERTIES, LTD. FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN WEST CANYON CREEK ESTATES, SECTION 1, AN 8.52-ACRE DEVELOPMENT OFF OF CANYON CREEK DRIVE, BETWEEN LAMBERTH ROAD AND SHADY OAKS LANE IN THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH WEST CANYON CREEK PROPERTIES, LTD. FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN WEST CANYON CREEK ESTATES, SECTION 1, AN 8.52-ACRE DEVELOPMENT OFF OF CANYON CREEK DRIVE, BETWEEN LAMBERTH ROAD AND SHADY OAKS LANE IN THE CITY OF SHERMAN.

CONSENT AGENDA.

**RES 6365
DEVELOPMENT
AGREEMENT
(WEST CANYON
CREEK ESTATES)**

**REQUEST TO ADVERTISE
SERVICES TO PERFORM THE ANNUAL AUDIT FOR THE
PERIOD ENDING SEPTEMBER 30, 2018**

The City Council approved the request to advertise for services to perform the Annual Audit for the period ending September 30, 2018.

Five years ago a contract was awarded to Adami, Lindsey & Company, LLP to provide for the Annual Audit. All renewals for the audit services provided in that contract have expired.
CONSENT AGENDA.

NORTH TRAVIS STREET WATER MAIN REPLACEMENT

The City Council approved the request to advertise for the North Travis Street Water Main Replacement.

The current Capital Improvement Program contains a project to replace a major water main along Travis Street, from U.S. Highway 82 to Northcreek Drive. The existing water main has deteriorated and requires replacement.
CONSENT AGENDA.

CHANGE ORDER NO. 2

WEST CANYON CREEK EXTENSION PROJECT; LYNN VESSELS CONSTRUCTION, LLC; \$20,434.07 DECREASE

Clint Philpott, Director of Engineering, said this was a final change order and final payment for the West Canyon Creek Extension Project.

There were some cost savings for the project, including grading along the ditch and some of the signage that the City was able to complete in-house.

Council Member Steele said even though this was a decrease in the contract price, earlier there was an increase of \$367,000. He confirmed that overall, it was a net increase of \$347,000 or about 16% of the total cost.

ACTION TAKEN.

Motion by Council Member Teamann to approve Change Order No. 2 to Vessels Construction, LLC, for a \$20,434.07 decrease, for the West Canyon Creek Extension Project, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

CHANGE ORDER NO. 3

**APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S
INTENT TO EXECUTE CHANGE ORDER NO. 3; SHERMAN
INDUSTRIAL PARK REPLACEMENT SEWER; LYNN VESSELS
CONSTRUCTION, LLC; \$11,178.25 INCREASE**

Mark Gibson, Director of Utilities, said this change order was for the industrial sewer that was being constructed in the Blalock Industrial District.

REQ TO ADVERTISE
ANNUAL AUDIT

NORTH TRAVIS ST.
WATER MAIN
REPLACEMENT

CHANGE ORDERS
WEST CANYON CREEK
EXTENSION PROJECT

SHERMAN INDUSTRIAL
PARK REPLACEMENT
SEWER

The increase was needed because the existing sewer from the west was actually 3.75 inches lower than indicated on the construction plans. This allowed the contractor to increase the size of 380 feet of sewer from 15-inch pipe to 18-inch pipe, which will allow the sewer to maintain the design flow capacity while being placed on a flatter grade between manholes.

Mr. Gibson said an additional \$1,840 was added to connect Hart Lumber sewer service to the new sewer. Hart Lumber did not exist at the time of the project's initiation.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to approve Change Order No. 3 to Lynn Vessels Construction, LLC, for a \$11,178.25 increase, for the Sherman Industrial Park Replacement Sewer, as presented. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

CHANGE ORDER NO. 3

APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENT TO EXECUTE CHANGE ORDER NO. 3; SHERMAN WATER TREATMENT PLANT EXPANSION PROJECT; MWH CONTRACTORS, INC.; \$159,518.00 INCREASE

**WATER TREATMENT
PLANT EXPANSION**

Mr. Gibson said this change order included 11 different items for the Water Treatment Plant Expansion Project. He added that all items fit the City's philosophy of changes to make a safer structure, a safer work environment for the personnel, to provide for a more efficient operation of the plant or the processes, or to downgrade or eliminate any future problems that can be remedied during the construction process.

He said each of these changes meets these requirements and will make for a better end project. It does increase the cost of the project, however the staff feels that the cost will be "downplayed" by limiting future liabilities that could occur.

Mr. Gibson said one of the major changes included was the \$41,000 increase in a valve. This change was needed because of a requirement in the bonding process with the Texas Water Development Board, that requires valves to be American-made, iron steel for the equipment that goes into the plant. That requirement increased the cost of that one valve by \$41,000.

Deputy Mayor Howeth said this was a huge amount of money to have missed and she asked why the staff didn't "catch this" with the original bid. Council Member Steele said there didn't seem to be any accountability and asked if the requirements for the valve were brought out during the design phase.

Mr. Gibson said when the original valve was bid, it was thought that it qualified. When it was found later that it did not, the City

tried to get a waiver from the Water Development Board. They were unable to obtain the waiver.

Council Member Steele said, on this project, there was an \$800,018 increase to date and the project is about half completed. He asked about the contingency amount that was built into the costs.

Drew Satterwhite, General Manager, Greater Texoma Utility Authority, said they issued 9.7% in contingency, which is a little lower than they would normally go. Currently they are just under 3.5% contingency.

Council Member Steele asked what happens if the entire contingency is exceeded. Mr. Satterwhite said the project is about 50% complete and he did not feel it would reach the 9.7% contingency.

Council Member Steele did say that on a \$23 million project, \$800,018 didn't look as significant, but it is a lot of money. The three change orders on this agenda do add up. He felt there should be more insight, or up-front diligence on the bidding process. He said there was a \$1.2 million increase on these three projects.

Mr. Hefton confirmed that the first change order for the Canyon Creek Extension Project for a little over \$300,000, was to reroute the storm drain into the existing regional detention pond. That change order was initiated by the City. Some are initiated by the contractor, after ways may be found to minimize the impact of the project.

He added that the staff is very sensitive to change orders, but about half of these are initiated by the staff as a better way is found to handle the projects.

Mr. Hefton agreed that an \$800,000 change order is a big change order. They do try to "build in" contingencies on a project to address the things they didn't anticipate would happen.

Deputy Mayor Howeth wanted to be sure the City is being transparent to the citizens. She said the update on the Water Treatment Plant is needed, but was concerned about things being added on after the bid is approved. She felt they were being "deceived" a little and wanted to be sure the costs were being "kept down" for the citizens.

Mayor Plyler asked how the change order is evaluated before it comes to the City staff. Mr. Gibson said a change order can come from the contractor, the engineer, or the City staff. Mr. Satterwhite reviews it for GTUA, Mr. Gibson reviews it at the City staff level, and the Operations and Maintenance person at the Water Plant reviews it to see if there is value and if it is worth pursuing.

Council Member Teamann confirmed that the Council was considering the change order prior to the work actually being done.

Council Member Steele did not feel the staff was being deceitful and he did feel they are doing their due diligence, but said it is frustrating to see change orders over and over again. He said they do add up.

ACTION TAKEN.

Motion by Council Member Steele to MWH Contractors, Inc., for a \$159,518 increase, for the Sherman Water Treatment Plant Expansion Project, as presented. Second by Deputy Mayor Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

OTHER BUSINESS

RECOGNITION OF CITY OF SHERMAN AWARD: “2017 ACHIEVEMENT OF EXCELLENCE IN LIBRARIES AWARD”

**EXCELLENCE IN
LIBRARIES AWARD**

Mayor Plyler read a letter from the Texas Municipal Library Directors Association advising that the Sherman Public Library has been awarded the 2017 Texas Achievement in Library Excellence Award.

Libraries awarded this honor were required to meet a high level of excellence in their programming and services, and only 52 libraries out of 548 Texas public library systems were awarded this honor. That puts the Sherman Public Library in the top 10% of public libraries in the State of Texas.

He presented a plaque to Melissa Eason, Library Services Manager, designating the Sherman Public Library as a recipient of the “2017 Achievement of Excellence in Libraries Award.”

Ms. Eason thanked the City Council saying this award was special because it recognizes that the Library provides more to the community than just books. With a staff of only nine, they have had to show their creativity and flexibility this past year with their programming. She outlined the various activities, that were all done in addition to their regular library duties.

CONSIDER DESIGNATING AN AREA AS THE “SHERMAN CULTURAL DISTRICT”

**SHERMAN CULTURAL
DISTRICT**

Cary Wacker, Former Mayor and Austin College Associate Vice President for Institutional Advancement and Director of the Center for Community and Regional Development, outlined the proposed boundaries for the Sherman Cultural District. The proposed boundaries coincide almost exactly with the Main Street District.

The new area that will be submitted under the Texas Cultural District Program will include the designation of the area

bounded by Cherry Street, Montgomery Street, Mulberry Street, Walnut Street, Hill Street, and Sam Rayburn Freeway. The new area would be known as the “Sherman Cultural District.”

Ms. Wacker said this expanded area will give much more diversity in the area, and will include ethnic groups, cultural activities, and businesses. This will allow for more inclusiveness and help showcase what Sherman has to offer.

She said, last week, several Town Hall Meetings were held to gather feedback from groups and individuals on their favorite and least favorite things about the downtown area. They also offered great ideas for the future, which will be shared with the City of Sherman.

ACTION TAKEN.

Motion by Council Member Teamann to designate the area bounded by Cherry Street, Montgomery Street, Mulberry Street, Walnut Street, Hill Street, and Sam Rayburn Freeway, as the “Sherman Cultural District”, as presented.

Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

FINAL PLAT APPROVAL OF BROOKSTONE ESTATES ADDITION, BEING 23.466 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625; SSCGC HOLDINGS, LLC, OWNERS; BROOKSTONE ESTATES DEVELOPMENT JOINT VENTURE, DEVELOPER; VILBIG AND ASSOCIATES, CIVIL ENGINEER; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR [1400-1600 BLOCKS OF SOUTH F.M. 1417 (HERITAGE PARKWAY)]

The City Council approved the Final Plat of Brookstone Estates Addition, located in the 1400 to 1600 blocks of South F.M. 1417. The 23.466 acre tract is located between Quail Run Road and Park Avenue, north of the Pebblebrook Subdivision.

The owners would like to plat the property into 87 lots for residential development. The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.

CONSENT AGENDA.

FINAL PLAT APPROVAL OF CHEN ADDITION, BEING 1.572 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763; SHOU-HUNG CHEN AND TAO-MIN CHEN, OWNERS; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR (1523 AND 1609 TEXOMA PARKWAY)

The City Council approved the Final Plat of Chen Addition, located at 1523 and 1609 Texoma Parkway. The 1.572 acre tract is located between U.S. Highway 75 and Broughton Street, and is zoned a C-2 (General Commercial) District.

APPROVE FINAL PLAT
BROOKSTONE
ESTATES
(1400-1600 BLOCKS
SOUTH FM 1417)

APPROVE FINAL PLAT
CHEN ADDITION
(1523 & 1609
TEXOMA PKWY)

COUNCIL MINUTES – APRIL 16, 2018

The owners would like to plat the property into two lots for future development. The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.

CONSENT AGENDA.

CITIZENS REQUESTS

There were no citizen's requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

COUNCIL COMMENTS

JAZZ FESTIVAL

Deputy Mayor Howeth complimented the organizers of the recent Jazz Festival. She and her husband really enjoyed the event. She said it was a great turn-out and it was great to meet Doc Severinsen.

JAZZ FESTIVAL

THANKS TO CITY MANAGEMENT, FIRE DEPARTMENT AND POLICE DEPARTMENT

Council Member Teamann thanked the City's Management, Fire Department, and Police Department for looking into opportunities for the citizens to save money when it comes to hiring new people. We will need to hire firefighters and police officers in the coming years and it's always good when you can leverage grant dollars.

THANKS TO CITY
MGMT, FIRE & POLICE
DEPTS

MOTORCYCLE AWARENESS

Council Member Teamann recognized the importance of motorcycle awareness, adding that he rides a bicycle and a Harley.

MOTORCYCLE
AWARENESS

CULTURAL ARTS DISTRICT

Council Member Holland apologized for missing the Town Hall Meetings on the Cultural Arts District, especially since that's in his Council District. There was an illness in his family and he was unable to attend.

CULTURAL ARTS
DISTRICT

ANNOUNCEMENTS

Mayor Plyler announced the following:

- The Sherman Symphony will hold its Annual Spring Concert on April 28, 2018 in Kidd-Key Auditorium.
- Sherman Parks and Recreation will host another Skate Park Community Meeting on May 3, 2018, at 6:00 p.m. at their office in Martin Luther King, Jr. Park.
- Coffee With the Mayor will be held on May 4, 2018, at Gents Barbershop. Guest will be Dr. Jeremy McMillen from Grayson College.

ANNOUNCEMENTS

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

THE CITY COUNCIL WILL NOW HOLD AN EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF THE OPEN

EXECUTIVE SESSION

COUNCIL MINUTES – APRIL 16, 2018

MEETINGS LAW, CHAPTER 551, GOVERNMENT CODE, VERNONS TEXAS CODES ANNOTATED, IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN THE FOLLOWING SECTIONS.

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

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

SECTION 551.074 PERSONNEL MATTERS: CONSIDER THE QUALIFICATIONS, APPOINTMENT AND REMOVAL OF MEMBERS TO BOARDS AND COMMISSIONS: SHERMAN HIGHER EDUCATION FINANCE CORPORATION (7)

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 5:55 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:29 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

OTIS HENRY VS CITY OF SHERMAN SETTLEMENT ACTION TAKEN.

Motion by Council Member Steele to approve the settlement and dismissal of the matter of Otis Henry v. City of Sherman

OTIS HENRY VS CITY OF SHERMAN SETTLEMENT

COUNCIL MINUTES – APRIL 16, 2018

under the terms negotiated and agreed to by our legal counsel. Second by Council Member Stevenson.
VOTING AYE: Holland, Howeth, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

**CONSIDER THE QUALIFICATIONS, APPOINTMENT AND
REMOVAL OF MEMBERS TO BOARDS AND COMMISSIONS:
SHERMAN HIGHER EDUCATION FINANCE CORPORATION (7)**
ACTION TAKEN.

**SHERMAN HIGHER
EDUCATION FINANCE
CORPORATION BOARD**

Motion by Council Member Teamann to reappoint Dr. Al Hambrick, Rad Richardson, Sheryl Bradshaw, Delinda Lough, George Rowland, Paul Bean, and Anna Laura Page to the Sherman Higher Education Finance Corporation Board of Directors, for a term from April 18, 2018 to April 18, 2020. Second by Council Member Steele.
VOTING AYE: Holland, Howeth, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

ADJOURNMENT

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:31 p.m.

MAYOR

CITY CLERK

The Porterfield Building

(328-330 W. Lamar, Sherman, TX 75090)

Property Address and Background Information

The Porterfield building is in the Central Business District located on the southwest corner of Lamar and Rusk street, across from the old Steam Laundry Building. The 8,472 sf 2-story century old brick building was built in 1918 and continues to operate today. Currently the building needs upgrades to ensure the preservation and longevity of one of Sherman's longstanding historic structures. The Porterfield Building is a multi-tenant mixed structure within the designated boundaries of the downtown improvement area, and its unique location sets this building as a "gateway" from Highway 75 to Sherman's downtown area.

J.D. and Addie Porterfield built the building for operation of the Porterfield Candy Company. The building was originally comprised of about 5,100 sf with a 3,375 sf addition added around 1938. The west end of the building was constructed at an angle because of the Interurban Railroad tracks that wrapped along the intersection along the front side of the building. See attached picture of the property, Exhibit 1, circa mid-1930.

The Porterfield Building was later utilized as a sewing factory, producing consumer products from textiles manufactured by Sherman Manufacturing Company, more recently known as Burlington Industries. A variety of uses continued over the late 20th Century to the present day that include the Grayson County Democratic headquarters, Young Life, several salons, dancewear retail & jazzercise, technology companies, a music store and bail bonds.

Current Planned Project and Improvements

Today the Porterfield building has 3 tenants operating within it. There is 2,580 sf of vacant space on the 2nd floor that will need improvements to reclaim the unusable portion of the building. Permeant interior renovations will be done to a significant portion of the building to bring the structural, plumbing, electrical, and mechanical systems into compliance with current codes and safety standards while also adding a fire suppression system. Additional permanent improvements are planned for the exterior of the property including a major utility service upgrade, parking, and an exterior face lift with awnings, door and window replacement, signage, planter boxes, lighting, balconies and stairs. The completed project will provide a viable mixed-use tenant base for decades into the future within Sherman's revitalized Central Business District.

Additional Details

Risen Properties presently owns the property and is seeking to align with the City of Sherman's current objectives to enhance the physical appearance and economic vitality of downtown Sherman. A portion of the funds earmarked for the CBD Historic Building Restoration and Improvement Grant Program could help achieve the intended public/private investment initiative to revitalize the district.

A portion of the building will include additional improvements to build Loft Apartments that will provide housing for residents within the downtown urban area. The cost of these specific improvements are not included within this grant request and will be paid for exclusively through private funding. The total improvements to this property, including the lofts, is presently budgeted in excess of \$200,000.00. Exhibits are included within the application for estimates, plans and renderings.

Estimated & Projected Project Costs

Utility Infrastructure Upgrades

Primary Electrical Service	19,400
Primary Water and Sewer Service Upgrade	11,500
Primary GAS Update/Meters	4,100

Interior Electrical and Plumbing Upgrades

Electrical Panels and Re-Wire	10,200
DWV Main Replacement	

HVAC Upgrade

Gas Furnace & A/C Replacement-Update	14,200
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Fire Suppression System

5,550 sf 13-R/D Fire Suppression System with BF & Supply	16,300
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Exterior Windows & Doors

Window Replacement w/ Interior Trim - North Elevation	
(28)	
Units	650 15,600

Structural

2540 sf 2nd Story Floor Engineered Joist Repair/Replace	4,800
2nd Story Sub-Floor	3,100
2nd Story Fire-Proof Barrier	2,600
Interior Staircase	1,900

Exterior Awnings and Façade Update

(4) 1st Floor Black Awnings	620 2,480
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Fire Escape - Exterior Stair & Balcony

Engineered Steel Egress Balcony	12,700
Code Compliant 2-Story Staircase	3,100

Parking Area

Sidewalk	3,600
Planter Boxes	1,800
Lighting	2,300

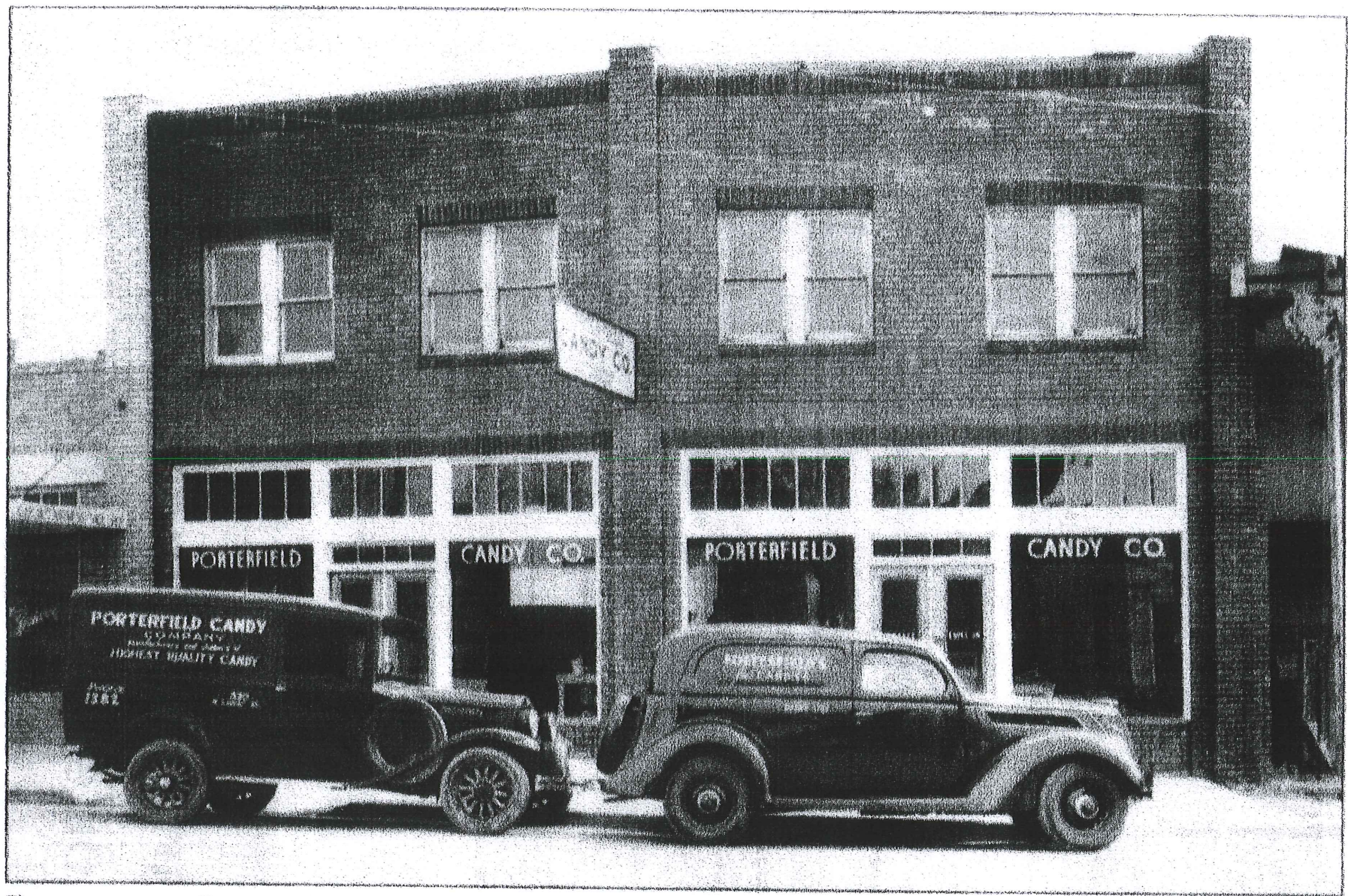
Signage

Exterior Basic Branding Sign Package	2,800
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Loft Apartments

2,500 Improved Loft Apartment Space	110,000
Exclusion from CBD Grant	(110,000)

Total Improvement Cost Submittal For CBD Grant	\$132,480.00
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PORTERFIELD CANDY COMPANY, c. 1935. Porterfield Candy Company was located at the southeast corner of Rusk and Lamar Streets, across the street from the old Steam Laundry Building. J.D. Porterfield was the president and Addie Porterfield was the secretary-treasurer. The ABC Candy Company and the Hartt Candy Company were also located in Sherman during the mid-1930s. (Courtesy of the City of Sherman)



PROPOSED NORTH AND WEST ELEVATIONS



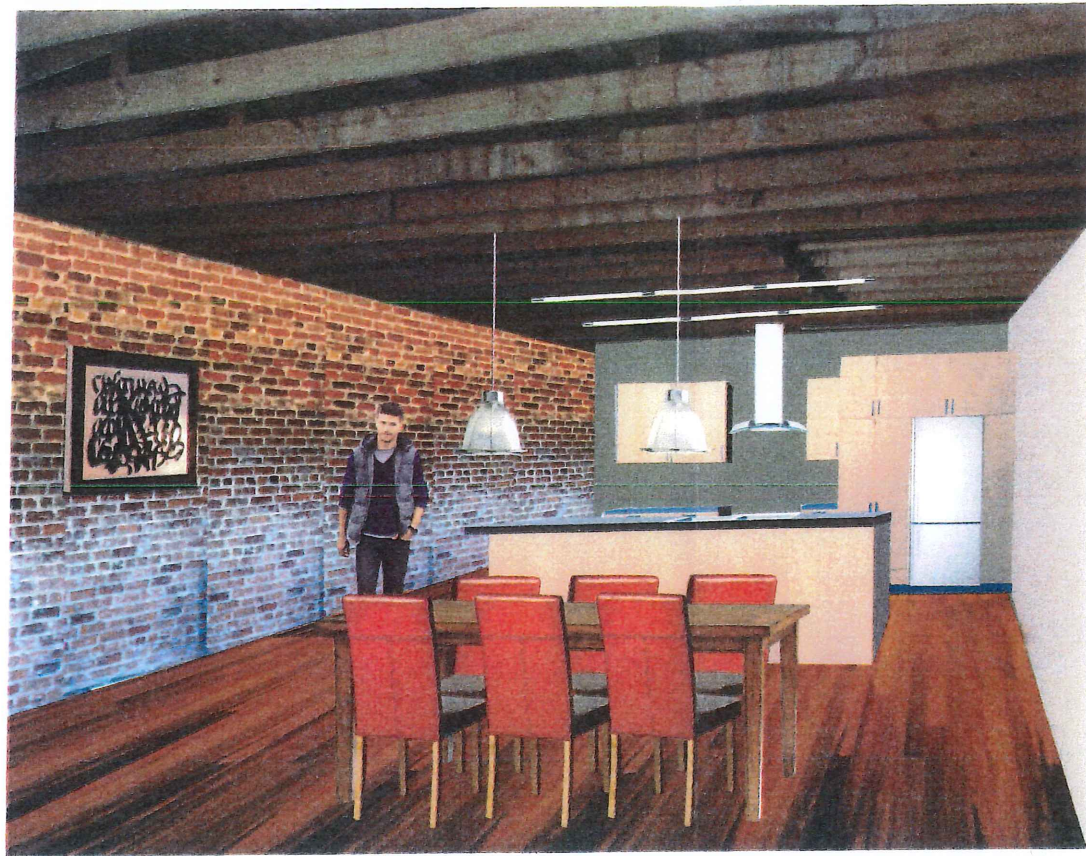


EXISTING SOUTH ELEVATION



PROPOSED SOUTH ELEVATION





PROPOSED INTERIOR RENDERING





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.1.

Meeting Date: 05/07/2018

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"Mental Health Awareness Month" – May 2018

Issue:

To present a proclamation designating May 2018 as "Mental Health Awareness Month" in Sherman

Background:

For many years, May has been designated as "National Mental Health Awareness Month" to raise awareness of mental health issues and to encourage early, effective treatment and appropriate, accessible services to all people.

Origination:

The request originated with the City Manager.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council present a proclamation designating May 2018 as "Mental Health Awareness Month" in Sherman.

Alternatives:

The Council could choose not to present the proclamation.

Attachments

"Mental Health Awareness Month" Proclamation



Proclamation

- WHEREAS, mental health is an essential part of overall individual health and it is vital that every individual, family and organization in the community understand its importance, and
- WHEREAS, it is essential to eliminate disparities in mental health treatment by promoting well-being for all, regardless of race, ethnicity, gender, language, place of residence, age or financial ability; and to ensure equity of access, delivery of services and improvement of outcomes, and
- WHEREAS, every individual must have the opportunity for and the access to early and appropriate mental health screening assessment and referral to quality treatment, and
- WHEREAS, it is important to conduct such screening, assessment and referral in our local criminal justice systems, our private and community mental health, substance abuse and primary care settings, and
- WHEREAS, adults and children with mental illness must have ready access to the best treatments, services and supports leading to recovery; and a diverse and quality mental health workforce is essential to these services, and
- WHEREAS, the State of Texas designated Texoma Community Center as the Local Mental Health Authority, intended to be a vital component and strategic partner to all stakeholders and service providers who make up the local continuum of mental health services in the Texoma region, and
- WHEREAS, the Texoma Health Foundation partners with the Meadows Foundation to support the Meadows Mental Health Policy Institute across the State of Texas, and
- WHEREAS, the Texoma Behavioral Health Leadership Team, formed in 2017, brings together local community stakeholders from many agencies and many areas of education, healthcare, business, government, law enforcement, judiciary, non-profit management, mental health, non-profit funding and family advocacy to collaborate toward much needed local solutions to concerns such as Access to Care, Jail Diversion, Stigma Reduction and Equitable Funding, and
- WHEREAS, all of these Texoma area community partners support the implementation of the "ORAP TO SH" initiative, to reduce mental health stigma in North Texas communities and institutions.
- NOW THEREFORE, I, David Plyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim May 2018

MENTAL HEALTH AWARENESS MONTH

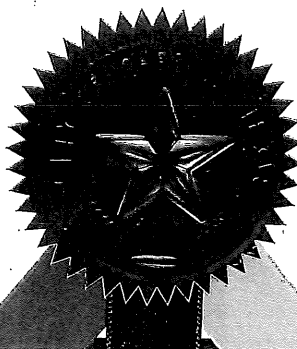
in the City of Sherman and urge all citizens, individually and collectively to take steps to learn about mental health and get involved in the local dialog and collaborations happening here in the Texoma community around mental health issues, as this is needed in order to affect improved outcomes and attitudes; and let our call to arms be . . . *The improved life of, but one, is a win for all.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 7th day of May, 2018.

Mayor

ATTEST:

Shirley Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.2.

Meeting Date: 05/07/2018

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"Police Week" – May 13-19, 2018

Issue:

To designate May 13-19, 2018 as "Police Week" in honor of the dedicated police officers who protect our citizens, enforce our laws, and keep our neighborhoods safe. In conjunction with this week, Congress and the President also designate May 15th as "Peace Officers' Memorial Day" to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

Background:

Each year during "Police Week", a special day is designated as "Peace Officers' Memorial Day." The week is set aside to honor our law enforcement officers who currently serve on the front lines of the battle against crime; and the specific day pays tribute to the law enforcement officers who have made the ultimate sacrifice for their communities.

Origination:

The request originated with the City Manager's Office.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

It is the recommendation of the staff to present a proclamation designating May 13-19, 2018 as "Police Week" in the City of Sherman and to recognize May 15, 2018 as "Peace Officers' Memorial Day."

Alternatives:

The Council could choose not to present the proclamation.

Attachments

"Police Week" Proclamation



Proclamation

WHEREAS, the Congress and President of the United States have designated the 15th day of May as "Peace Officers' Memorial Day", and the week in which it falls as "Police Week," and

WHEREAS, there are more than 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Sherman Police Department, and

WHEREAS, there have been 58,627 assaults against law enforcement officers in 2016, resulting in approximately 16,677 injuries, and

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including Sherman City Marshal Samuel D. Wall on February 2, 1880, and Sherman Police Sergeant D.C. Arnold on December 23, 1969, and

WHEREAS, the dedicated members of the Sherman Police Department play an essential role in safeguarding the rights and freedom of the citizens of Sherman, and

WHEREAS, every day, officers of our Sherman Police Department work tirelessly to protect our citizens, enforce our laws, and keep our neighborhoods safe. They report for duty knowing full well the dangers they face and the sacrifices they may be called upon to make. During this special week, we pay tribute to the thousands of men and women who serve us with extraordinary bravery, and we remember the heroes who have laid down their lives in pursuit of a safer, more just society, and

WHEREAS, it is important that all citizens know and understand the problems, duties, and responsibilities of their Police Department, and that members of our department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation.

NOW THEREFORE, I, David Pyle, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim May 13 through 19, 2018 as

POLICE WEEK

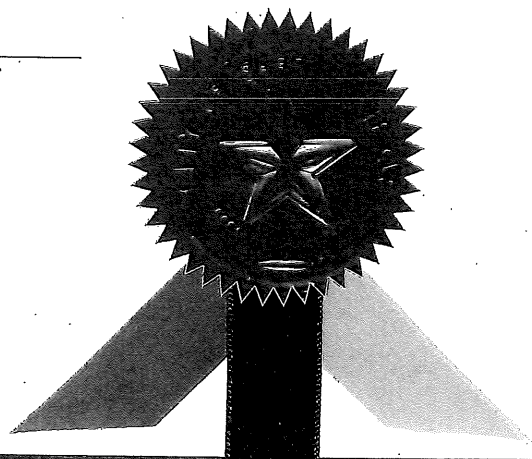
in the City of Sherman and encourage all citizens to observe May 15, 2018 as "Peace Officers' Memorial Day" in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty. Let us also recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 7th day of May, 2018.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.1.

Meeting Date: 05/07/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6111

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Event Center in a C-2 (General Commercial) District/Central Business District at 124 North Walnut Street, being Lots 8 and 10, Block 3, OTP Sherman (Vanderveer Group, LLC, Owners; Sean Vanderveer, Representative); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00

Issue:

To consider the request of Vanderveer Group, LLC (Owners) and Sean Vanderveer (Representative) concerning the property located at 124 North Walnut Street, being Lots 8 and 10, Block 3, OTP Sherman, for a Specific Use Permit to allow an event center in a C-2 (General Commercial) District/Central Business District

Background:

The property is located at 124 North Walnut Street; the former Roberts, Sanford and Taylor Building. The property is zoned a C-2 (General Commercial) District and is also located in the Central Business District. The Vanderveer Group, LLC would like to open an event center to provide a preserved, historical space for events and community gatherings in Downtown Sherman, targeting mostly weddings and special occasions. The 2,243 square foot interior space and 5,316 square foot courtyard will utilize three of the eight rooms with the primary entrance on Walnut Street; the very south room will be enclosed and the part that you enter through will be a garden, there will not be a roof on it in the beginning, but there are plans later on to cover that part; the windows will be open to allow air.

Origination:

Vanderveer Group, LLC (Owners)
Sean Vanderveer (Representative)

Financial Consideration:

None

Staff Recommendation:

At the April 17, 2018 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6111
Location Map
Zoning Map
Zoning Sign Photo
Site Plan
Building Elevation
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6111

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AN EVENT CENTER IN A C-2 (GENERAL COMMERCIAL) DISTRICT/CENTRAL BUSINESS DISTRICT AT 124 NORTH WALNUT STREET, BEING LOTS 8 AND 10, BLOCK 3, OTP SHERMAN (VANDERVEER GROUP, LLC, OWNERS; SEAN VANDERVEER, REPRESENTATIVE); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Vanderveer Group LLC (Owners) and Sean Vanderveer (Representative) are granted a Specific Use Permit to an event center in a C-2 (General Commercial) District/Central Business District at 124 North Walnut Street and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lots 8 and 10, Block 3, OTP Sherman

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the Central Business District, and the sign ordinance must be followed.

2. No outside storage/displays are allowed at any time.
3. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
4. Blocking of streets/sidewalks is prohibited.
5. Violation of the conditions of the SUP will terminate the Specific Use Permit.
6. Review the zoning and development ordinance for additional requirements.
7. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

8. New drive approaches and sidewalks shall conform to City of Sherman standards and a permit is required from the City of Sherman Engineering Department.
9. Parking permitted on improved surfaces only.
10. The City of Sherman does not maintain alleys.
11. The location of trash receptors must be approved by the Public Works Department.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2018.

ADOPTED on this the _____ day of _____, 2018.

EFFECTIVE DATE on this the _____ day of _____, 2018.

CITY OF SHERMAN, TEXAS

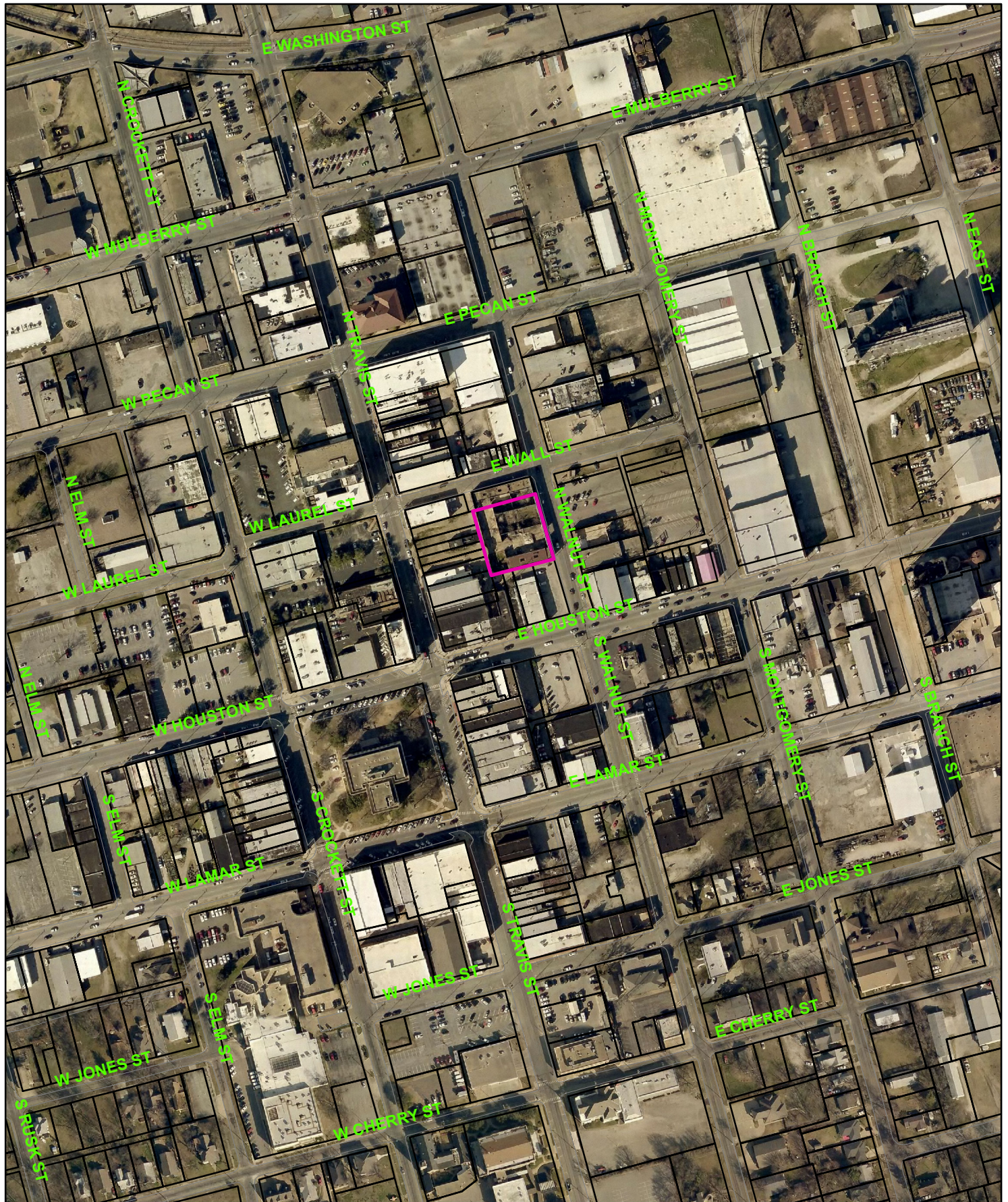
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



124 North Walnut Street



1 in = 300 ft

City of Sherman, Texas
Developmental Services Department



124 North Walnut Street

Legend

Special Districts Overlay

DISTRICT_NAME

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

Representation: SpermGIS.DBO.TransportationCorridor_Rep

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

Zoning Districts

Representation: SpermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

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



NOT TO SCALE

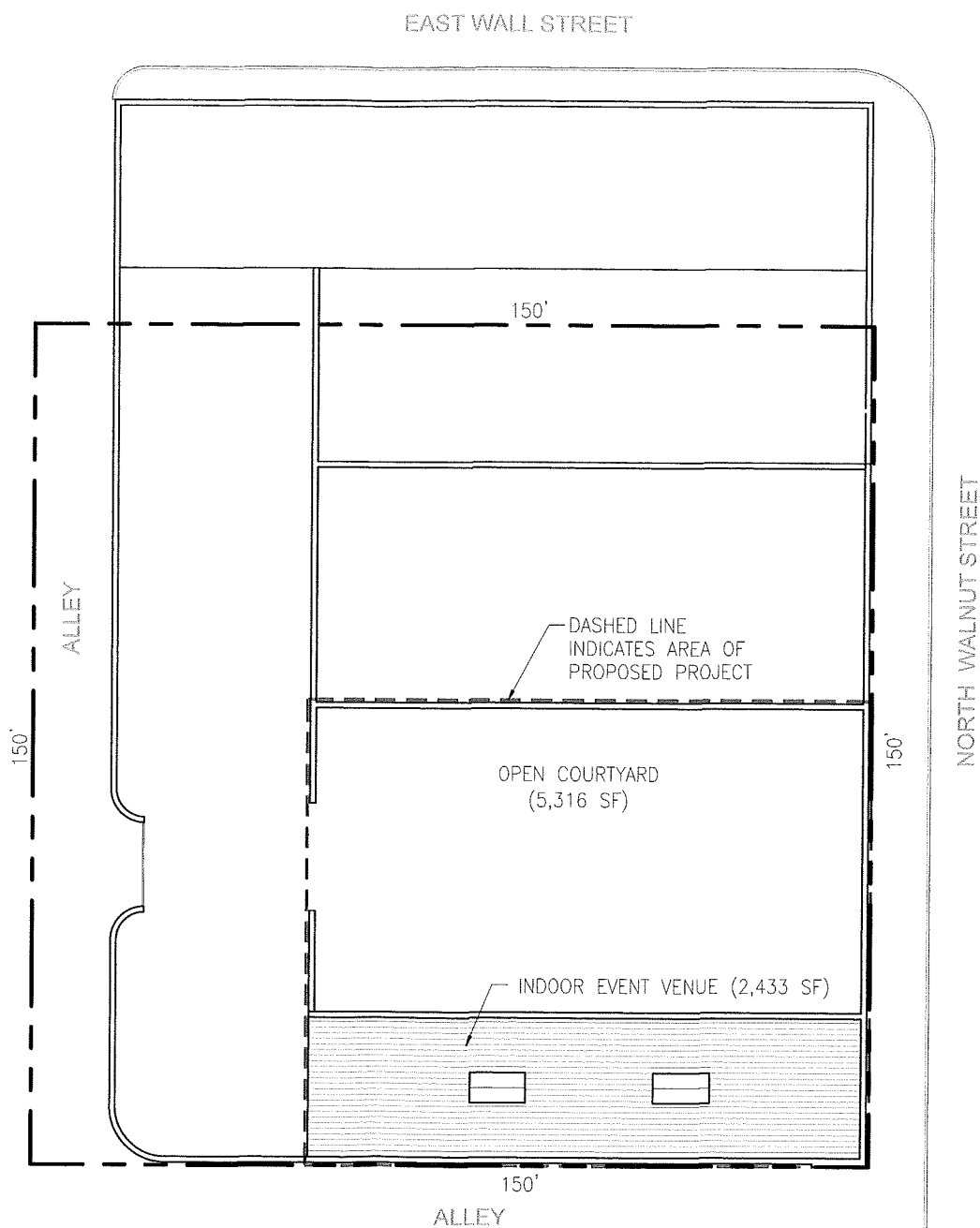
1 in = 100 ft

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

124 N Walnut Street





124 N. WALNUT
OTP SHERMAN BLOCK 3,
LOT 8 & 10, 150X150

1 SITE PLAN
SCALE: 1" = 30'-0"

SHEET NO.	SP2.0
RS&T EVENT VENUE WALNUT STREET AT WALL STREET SHERMAN, TX	
SHEET TITLE	SITE PLAN
DATE	03.22.18
RELEASED FOR	P&Z REVIEW
BY	

Tredway
WORKSHOP
903.870.6007
jared@jaredtredway.com



SHEET NO.

SP1.0

RS&T EVENT VENUE
WALNUT STREET AT WALL STREET
SHERMAN, TX

SHEET TITLE EAST ELEVATION
DATE 03.22.18
RELEASED FOR P&Z REVIEW
BY

Tredway
WORKSHOP
903.870.6007
jared@jaredtredway.com

GENERAL SITE INFORMATION:

OTP SHERMAN
BLOCK 3, LOTS 8&10
150'X150'
22,500 SF LOT AREA
2,243 SF INTERIOR SPACE
5,316 SF COURTYARD

ZONE C2 GENERAL COMMERCIAL
ARTS AND CULTURE OVERLAY DISTRICT
CENTRAL BUSINESS DISTRICT

REPOINT BRICK
WHERE REQUIRED

PROJECTED HORIZONTAL AWNING
WITH METAL FASCIA (CHARCOAL
BY BERRIDGE OR EQ.) AND STAINED
CEDAR SOFFIT

GALVANIZED METAL PANEL PARTITION
WITH SLIDING ACCESS DOOR
IN EXISTING MASONRY OPENING

NEW INSULATED SATIN GLASS
WINDOW IN PAINTED STEEL FRAME

WALNUT STREET ELEVATION (EAST)
NOT TO SCALE

STAFF REVIEW LETTER

April 11, 2018

Vanderveer Group LLC
113 N. Travis, Ste. 300
Sherman, TX 75090

Sean Vanderveer
113 N. Travis, Ste. 300
Sherman, TX 75090

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow an event center/venue in a C-2 (General Commercial) District/Central Business District for the property located at 124 North Walnut Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 17, 2018 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the Central Business District, and the sign ordinance must be followed.
2. No outside storage/displays are allowed at any time.
3. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
4. Blocking of streets/sidewalks is prohibited.
5. Violation of the conditions of the SUP will terminate the Specific Use Permit.
6. Review the zoning and development ordinance for additional requirements.
7. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

8. New drive approaches and sidewalks shall conform to City of Sherman standards and a permit is required from the City of Sherman Engineering Department.
9. Parking permitted on improved surfaces only.
10. The City of Sherman does not maintain alleys.
11. The location of trash receptors must be approved by the Public Works Department.

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

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

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

Respectfully,



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

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



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

Agenda Item No. 11.

Meeting Date: 04/17/2018

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

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Joe Gilbert, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

124 N. WALNUT STREET

The request of Vanderveer Group LLC (Owners) and Sean Vanderveer (Representative), concerning the property located at 124 North Walnut Street, being Lots 8 & 10, Block 3, OTP Sherman, as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow an event center in a C-2 (General Commercial) District/Central Business District.

Background:

The property is located at 124 North Walnut Street; the former Roberts, Sanford and Taylor Building. The property is zoned a C-2 (General Commercial) District and also located in the Central Business District. Vanderveer Group LLC would like to open an event center to provide a preserved, historical space for events and community gatherings in Downtown Sherman. The 2,243 square foot interior space and 5,316 square foot courtyard will utilize three of the eight rooms with the primary entrance on Walnut Street.

Adjacent Zoning:

C-1 (Retail Business) District

C-2 (General Commercial) District

Origination:

Vanderveer Group LLC (Owners)

Sean Vanderveer (Representative)

Master Plan Designation:

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

Number of notices mailed:

21

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Elevations

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.2.

Meeting Date: 05/07/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6112

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Resale Shop in a C-1 (Retail Business) District at 220 North Sunset Boulevard, Suite A, being Lot 1, Block 1 and part of Block 2, of the Second Replat of part of Block 2 of the Replat of Westwood Village Subdivision (Westwood Village Retail, LLC, Owners; LaCinda Hollis, Hollis Unlimited, Tenant/Representative, and Helvey-Wagner Surveying, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00

Issue:

To consider the request of Westwood Village Retail, LLC (Owners), LaCinda Hollis, Hollis Unlimited (Tenant/Representative), and Helvey-Wagner Surveying (Surveyor) concerning the property located at 220 North Sunset Boulevard, Suite A, being Lot 1, Block 1 and part of Block 2, of the Second Replat of part of Block 2 of the Replat of Westwood Village Subdivision, for a Specific Use Permit to allow a resale shop in a C-1 (Retail Business) District

Background:

The property is located at 220 North Sunset Boulevard, Suite A; next to the Dollar General Store at Westwood Village Shopping Center. The property is zoned a C-1 (Retail Business) District. Hollis Unlimited was formed in June 2015, providing new and used merchandise at discount prices. They would like to move to a larger location for their resale shop and warehouse, selling new and used furniture, home decor, seasonal, small appliances and consignment.

Origination:

Westwood Village Retail, LLC (Owners)
LaCinda Hollis, Hollis Unlimited (Tenant/Representative)
Helvey-Wagner Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 17, 2018 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6112
Location Map
Zoning Map
Zoning Sign Photo
Site Plan
Building Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6112

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 RESALE SHOP IN A C-1 (RETAIL BUSINESS) DISTRICT AT 220 NORTH SUNSET BOULEVARD, SUITE A, BEING LOT 1, BLOCK 1 AND PART OF BLOCK 2, OF THE SECOND REPLAT OF PART OF BLOCK 2 OF THE REPLAT OF WESTWOOD VILLAGE SUBDIVISION (WESTWOOD VILLAGE RETAIL, LLC, OWNERS; LACINDA HOLLIS, HOLLIS UNLIMITED, TENANT/REPRESENTATIVE; 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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Westwood Village Retail LLC (Owners) LaCinda Hollis, Hollis Unlimited (Tenant/Representative) and Helvey-Wagner Surveying (Surveyor) are granted a Specific Use Permit to allow a resale shop in a C-1 (Retail Business) District at 220 North Sunset Boulevard, Suite A and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 1, Block 1 and part of Block 2, of the Second Replat of part of Block 2 of the Replat of Westwood Village Subdivision

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. No outside storage/displays are allowed at any time.
3. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt
4. All parking shall be on private property and shall not encroach into the Sunset Boulevard or Pecan Street access road right-of-way.
5. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
6. Violation of the conditions of the SUP will terminate the Specific Use Permit.
7. Review the zoning and development ordinance for additional requirements.
8. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

9. All requirements of the Floodplain Ordinance should be followed.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2018.

ADOPTED on this the _____ day of _____, 2018.

EFFECTIVE DATE on this the _____ day of _____, 2018.

CITY OF SHERMAN, TEXAS

BY:

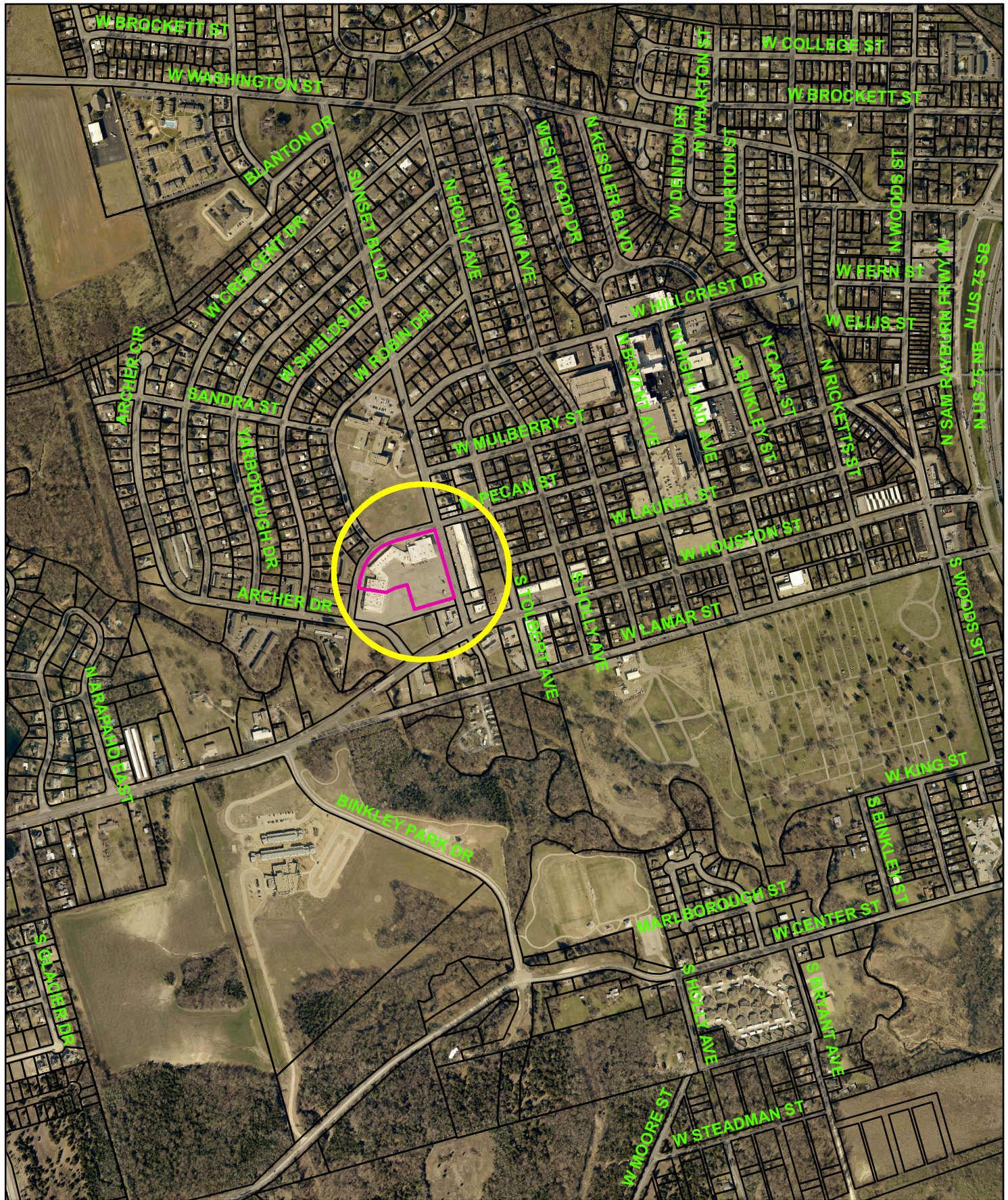
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

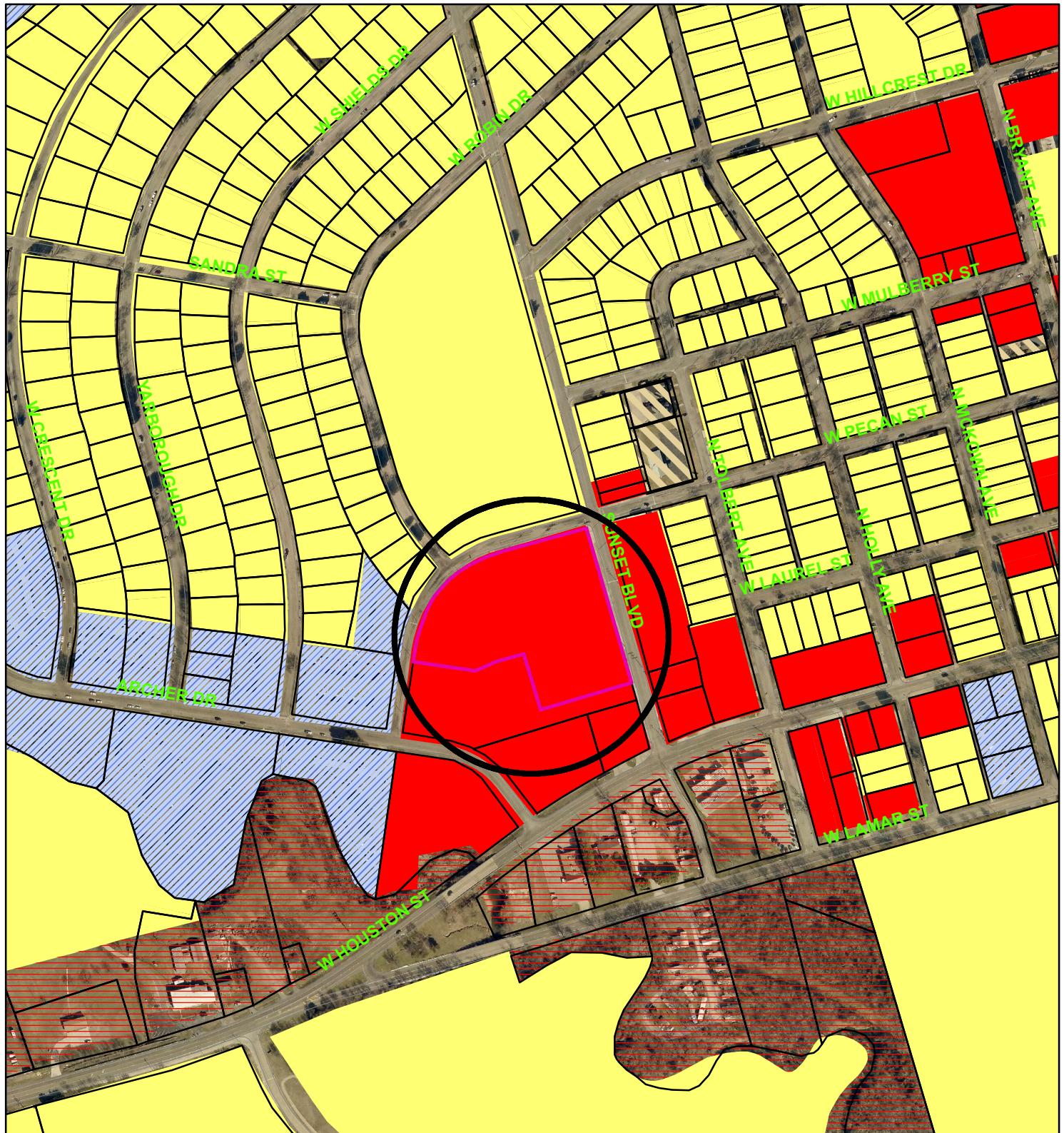


220 North Sunset Blvd., Suite A



1 in = 865 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 220 North Sunset Blvd., Suite A

Legend

Special Districts Overlay

DISTRICT_NAME

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

Representation: ShermGIS.DBO.TransportationCorridor_Rep

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

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



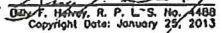
City of Sherman, Texas
Developmental Services Department

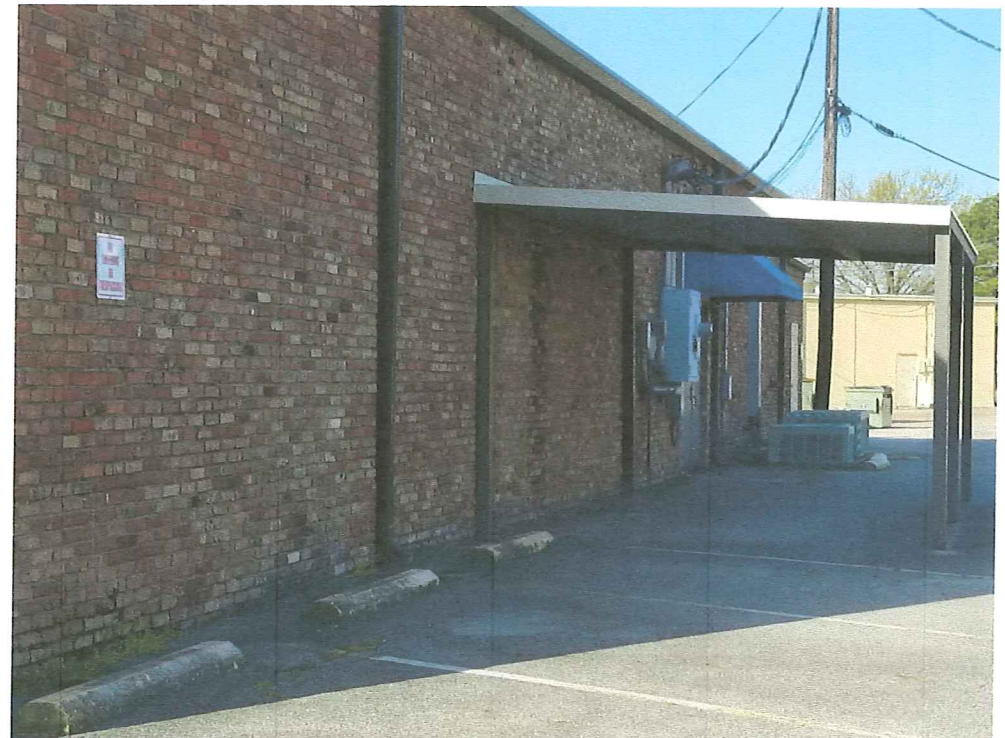
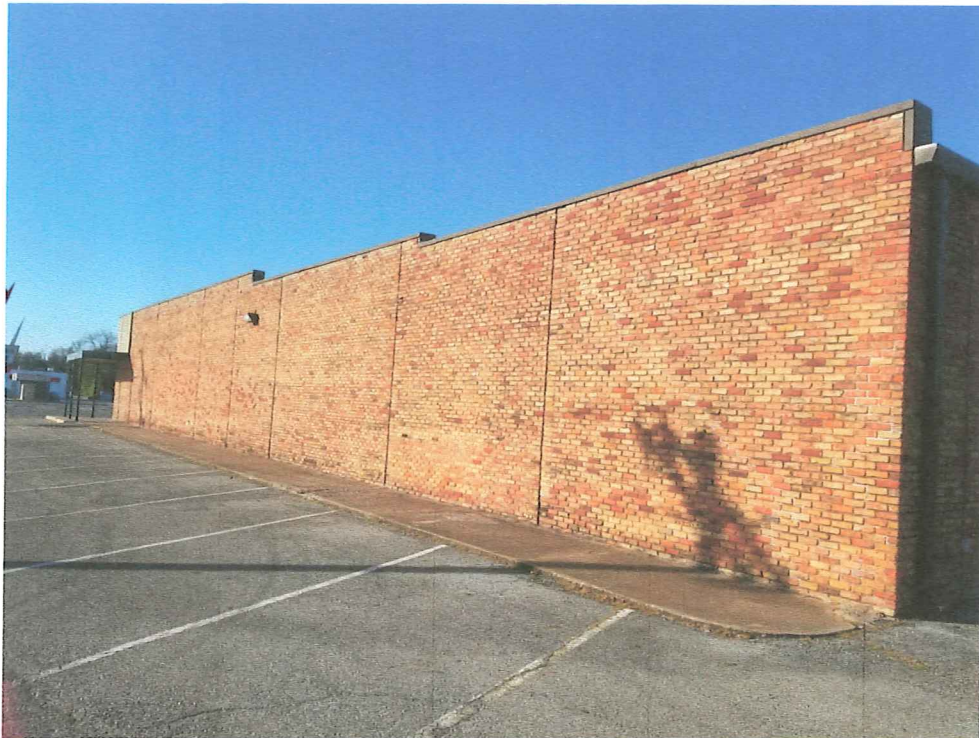


1 in = 400 ft

220 N. Sunset, Suite A







STAFF REVIEW LETTER

April 11, 2018

Westwood Village Retail LLC
1601 Palomino Ridge Dr.
Austin, TX 78733

LaCinda Hollis
220 Sunset Blvd., Ste. C12
Sherman, TX 75092

Todd Routh
Clay Routh
11701 Bee Caves Rd., Ste. 262
Austin, TX 78738

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow a resale shop in a C-1 (Retail Business) District for the property located at 220 North Sunset Boulevard, Suite A has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 17, 2018 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. No outside storage/displays are allowed at any time.
3. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt
4. All parking shall be on private property and shall not encroach into the Sunset Boulevard or Pecan Street access road right-of-way.
5. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
6. Violation of the conditions of the SUP will terminate the Specific Use Permit.
7. Review the zoning and development ordinance for additional requirements.
8. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

9. All requirements of the Floodplain Ordinance should be followed.

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

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

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

Respectfully,



Scott Shadden

Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



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

Agenda Item No. 10.

Meeting Date: 04/17/2018

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

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Joe Gilbert, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

220 N. SUNSET BOULEVARD, SUITE A

The request of Westwood Village Retail LLC (Owners) LaCinda Hollis, Hollis Unlimited (Tenant/Representative) and Helvey-Wagner Surveying (Surveyor) concerning the property located at 220 North Sunset Boulevard, Suite A, being Lot 1, Block 1 and part of Block 2, of the Second Replat of part of Block 2 of the Replat of Westwood Village Subdivision, as follows:

Planning and Zoning Commission

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

Background:

The property is located at 220 North Sunset Boulevard, Suite A; next to the Dollar General Store at Westwood Village Shopping Center. The property is zoned a C-1 (Retail Business) District. Hollis Unlimited was formed in June 2015, providing new and used merchandise at discount prices; they would like to open a resale shop at this location, selling new and used furniture, home decor, seasonal, small appliances and consignment.

Adjacent Zoning:

R-1 (One Family Residential) District

C-1 (Retail Business) District

Origination:

Westwood Village Retail LLC (Owners)

LaCinda Hollis, Hollis Unlimited (Tenant/Representative)

Helvey-Wagner Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

12

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Elevations

Letter from DM & AJ LLC

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.3.

Meeting Date: 05/07/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6113

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-2 (Multi-Family Residential) District at 1305 South F.M. 1417 (Heritage Parkway), Tract 1: being 0.011 acres in the Elizabeth Jones Survey, Abstract No. 625, and Tract 2: being 0.070 acres in the Elizabeth Jones Survey, Abstract No. 625 (1305 S FM 1417 LP, Owners; Joe Gilbert, Representative; and Preston Trail Land Surveying, Surveyor)

Issue:

To consider the request of 1305 S FM 1417 LP (Owners), Joe Gilbert (Representative), and Preston Trail Land Surveying (Surveyor) concerning the property located at 1305 South F.M. 1417 (Heritage Parkway), Tract 1: being 0.011 acres in the Elizabeth Jones Survey, Abstract No. 625, and Tract 2: being 0.070 acres in the Elizabeth Jones Survey, Abstract No. 625, for an amended zone change from an R-1 (One Family Residential) District to an R-2 (Multi-Family Residential) District

Background:

The property is located at 1305 South F.M. 1417 (Heritage Parkway) between Quail Run Road and West Park Avenue. This is an amendment to a zone change that was approved in 2002 by Ordinance No. 4978 to include 32.560 acres and on January 15, 2018 by Ordinance No. 6097 to include 0.645 acres within the R-2 (Multi-Family Residential) District. Site plan approval was granted for an apartment complex (The Brooks on Heritage Parkway) at this location at the November 21, 2017 Planning and Zoning Commission Meeting. This is the site for phase two of the apartment project. The original zoning for the tract had a master plan with a cul-de-sac on the eastern boundary; now they are going straight across, cleaning up what was a curved line for the zoning.

Origination:

1305 S FM 1417 LP (Owners)
Joe Gilbert (Representative)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 17, 2018 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6113
Location Map
Zoning Map
Zoning Sign Photo
Survey
Site Plan
Building Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6113

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT AT 1305 SOUTH F.M. 1417 (HERITAGE PARKWAY), TRACT 1: BEING 0.011 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, AND TRACT 2: BEING 0.070 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (1305 S FM 1417 LP, OWNERS; JOE GILBERT, REPRESENTATIVE; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, the following described property shall be in the R-2 (Multi-family Residential) District at 1305 South FM 1417 (Heritage Parkway), and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

TRACT 1

BEING all of that certain tract or parcel of land situated in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas, and being part of a called 2.212 acre tract of land described in the deed to 1305 S FM 1417, LP, recorded in Instrument No. 2018-5749, Official Records of Grayson County, Texas, and being more particularly described as follows:

COMMENCING at a point on the easterly line of Heritage Parkway (F.M. 1417) at the southwest corner of a called 6.423 acre tract of land described in the deed to 1305 S FM 1417, LP, recorded in Instrument No. 2018-5771, said Official Records, common to the northwest corner of Brookstone Garden Homes, an addition to the City of Sherman according to the plat thereof recorded in Instrument No. 2018-6, Plat Records of Grayson County, Texas, and from which a 1/2-inch square tube found for the southwest corner of a called 136.88 acre tract of land described as Tract 2 in the deed to SSCGC Holdings, LLC, recorded in Volume 5232, Page 220, said Official Records, bears South 01°25'06" East a distance of 257.40 feet;

THENCE North 74°48'32" East, with the southerly line of said 6.423 acre tract, and with the northerly line of said Brookstone Garden Homes, a distance of 700.00 feet to the **POINT OF BEGINNING** of the herein described tract of land, same being the southwest corner of aforesaid 2.212 acre tract;

THENCE North 01°25'06" West, with the westerly line of said 2.212 acre tract, a distance of 41.92 feet to a point for corner;

THENCE North 74°45'37" East, crossing said 2.212 acre tract, a distance of 11.71 feet to a point for a re-entrant corner on the southerly line of said 2.212 acre tract;

THENCE South 01°25'06" East, with an easterly line of said 2.212 acre tract, a distance of 41.93 feet to a point for the southern-most southeast corner of said 2.212 acre tract, common to the northeast corner of aforesaid Brookstone Garden Homes;

THENCE South 74°48'32" West, with a southerly line of said 2.212 acre tract, and with the northerly line of said Brookstone Garden Homes, a distance of 11.71 feet to the **POINT OF BEGINNING and enclosing 0.011 of an acre (477 square feet) of land, more or less.**

TRACT 2

BEING all of that certain tract or parcel of land situated in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas, and being part of a called 2.212 acre tract of land described in the deed to 1305 S FM 1417, LP, recorded in Instrument No. 2018-5749, Official Records of Grayson County, Texas, and being more particularly described as follows:

COMMENCING at a point on the easterly line of Heritage Parkway (F.M. 1417) at the southwest corner of a called 6.423 acre tract of land described in the deed to 1305 S FM 1417, LP, recorded in Instrument No. 2018-5771, said Official Records, common to the northwest corner of Brookstone Garden Homes, an addition to the City of Sherman according to the plat thereof recorded in Instrument No. 2018-6, Plat Records of Grayson County, Texas, and from which a 1/2-inch square tube found for the southwest corner of a called 136.88 acre tract of land described as Tract 2 in the deed to SSCGC Holdings, LLC, recorded in Volume 5232, Page 220, said Official Records, bears South 01°25'06" East a distance of 257.40 feet;

THENCE North 74°48'32" East, with the southerly line of said 6.423 acre tract, and with the northerly line of said Brookstone Garden Homes, a distance of 700.00 feet to a point for the southwest corner of aforesaid 2.212 acre tract;

THENCE North 01°25'06" West, with the westerly line of said 2.212 acre tract, a distance of 41.92 feet to a point for corner;

THENCE North 74°45'37" East, crossing said 2.212 acre tract, passing en route at a distance of 11.71 feet a re-entrant corner on the southerly line of said 2.212 acre tract, and continuing on said course with the southerly line of said 2.212 acre tract, a total distance of 250.29 feet to the eastern-most southeast corner of said 2.212 acre tract;

THENCE North 03°29'52" East, with the easterly line of said 2.212 acre tract a distance of 139.68 feet to the **POINT OF BEGINNING** of the herein described tract of land;

THENCE in a northerly direction, crossing said 2.212 acre tract with a non-tangent curve to the right (having a central angle of 63°04'07", a radius of 170.00 feet, and a chord bearing and distance of North 03°29'52" East, 177.82 feet) an arc length of 187.13 feet to a point for corner on the easterly line of said 2.212 acre tract;

THENCE South 03°29'52" West, with the easterly line of said 2.212 acre tract, a distance of 177.82 feet to the **POINT OF BEGINNING and enclosing 0.070 of an acre (3,016 square feet) of land, more or less.**

SECTION 2. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 12, Ordinance No. 2280.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. 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 _____, 2018.

ADOPTED on this the _____ day of _____, 2018.

EFFECTIVE DATE on this the _____ day of _____, 2018.

CITY OF SHERMAN, TEXAS

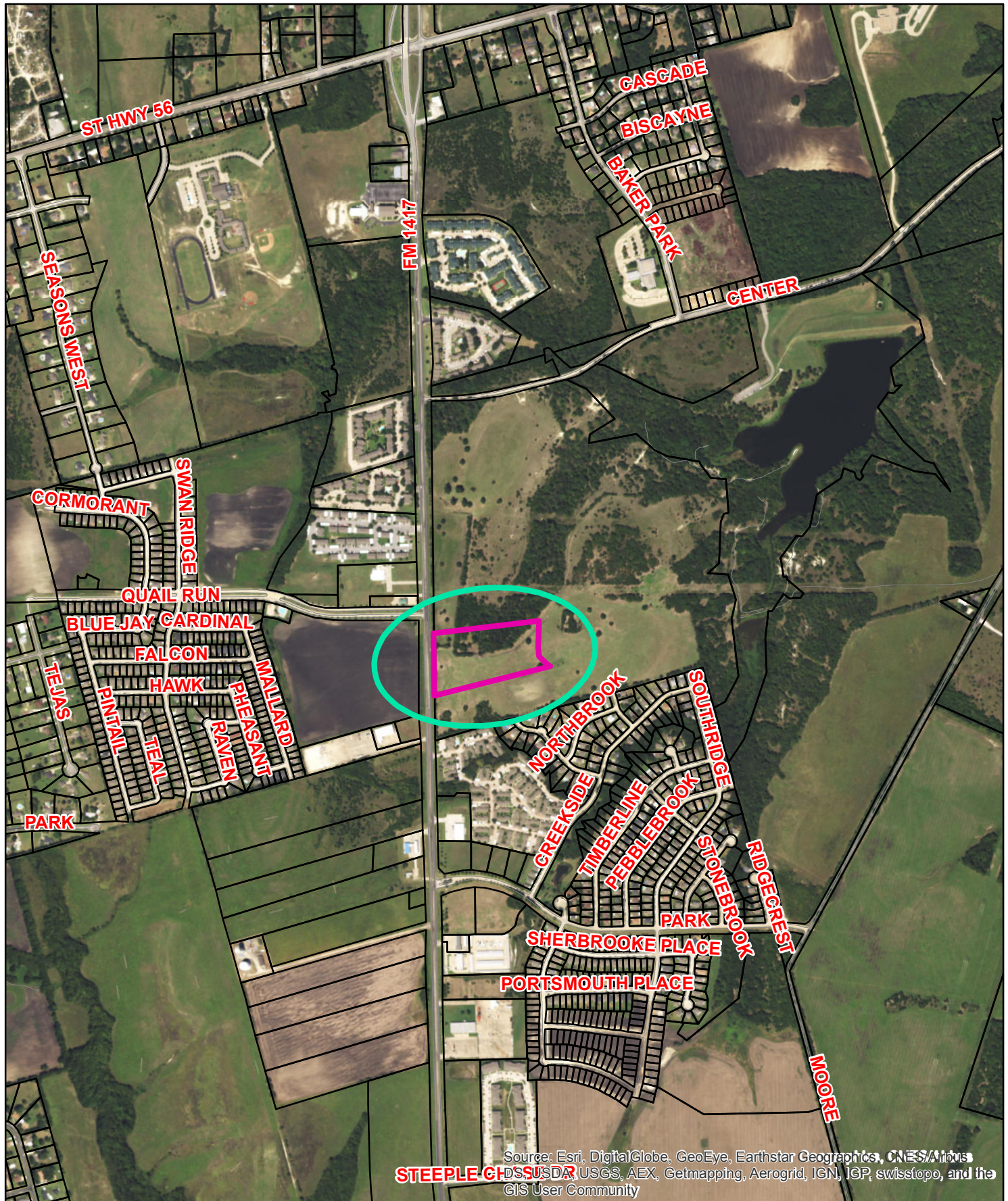
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



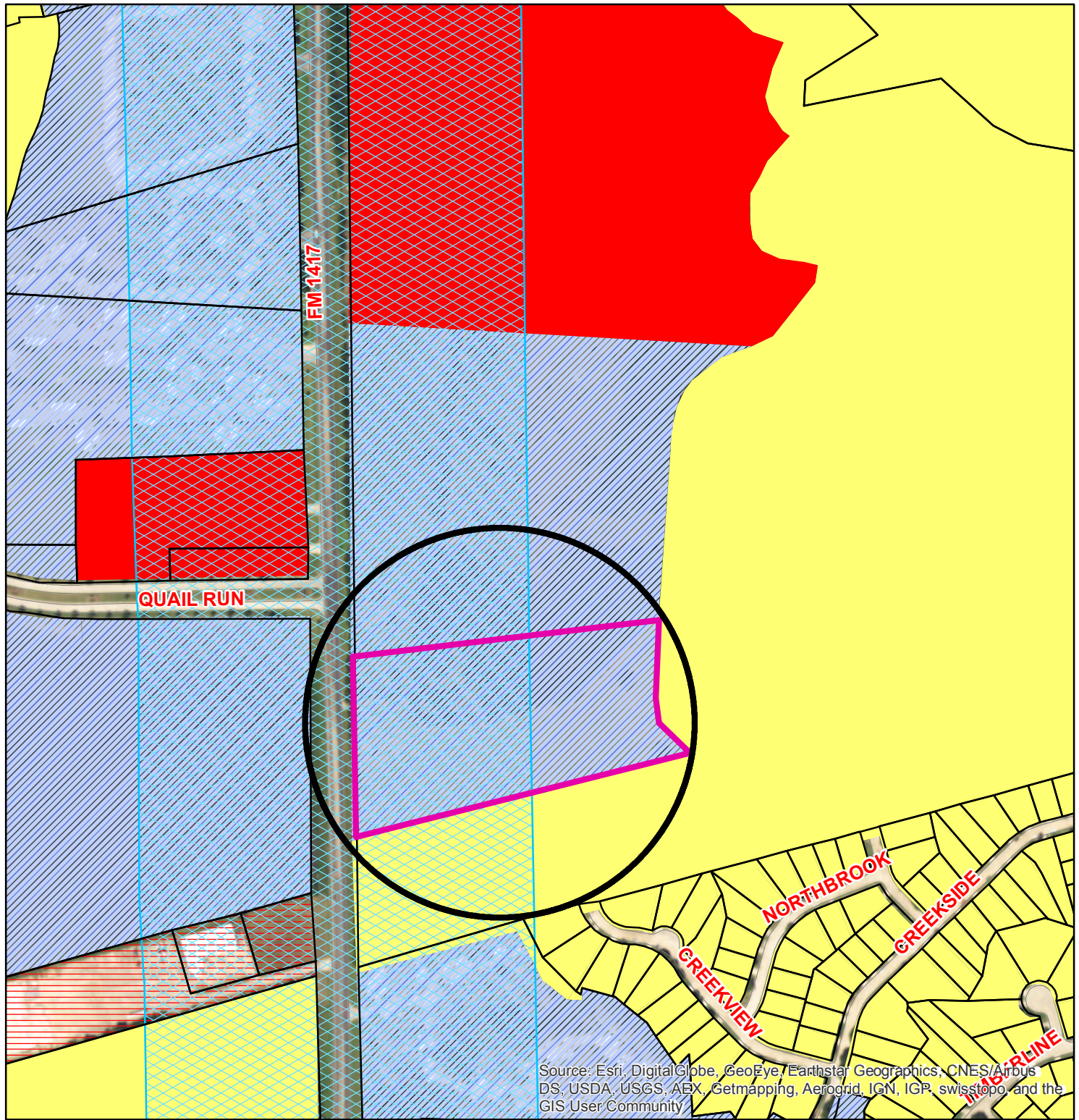
1305 S. FM 1417 (Heritage Parkway)



NOT TO SCALE

1 in = 1,081 ft

City of Sherman, Texas
 Developmental Services Department



Zoning - 1305 S. FM 1417 (Heritage Parkway)



City of Sherman, Texas
Developmental Services Department

Special Districts Overlay

DISTRICT_NAME

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

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

Legend

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



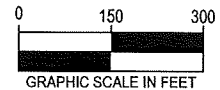
NOT TO SCALE

1 in = 400 ft

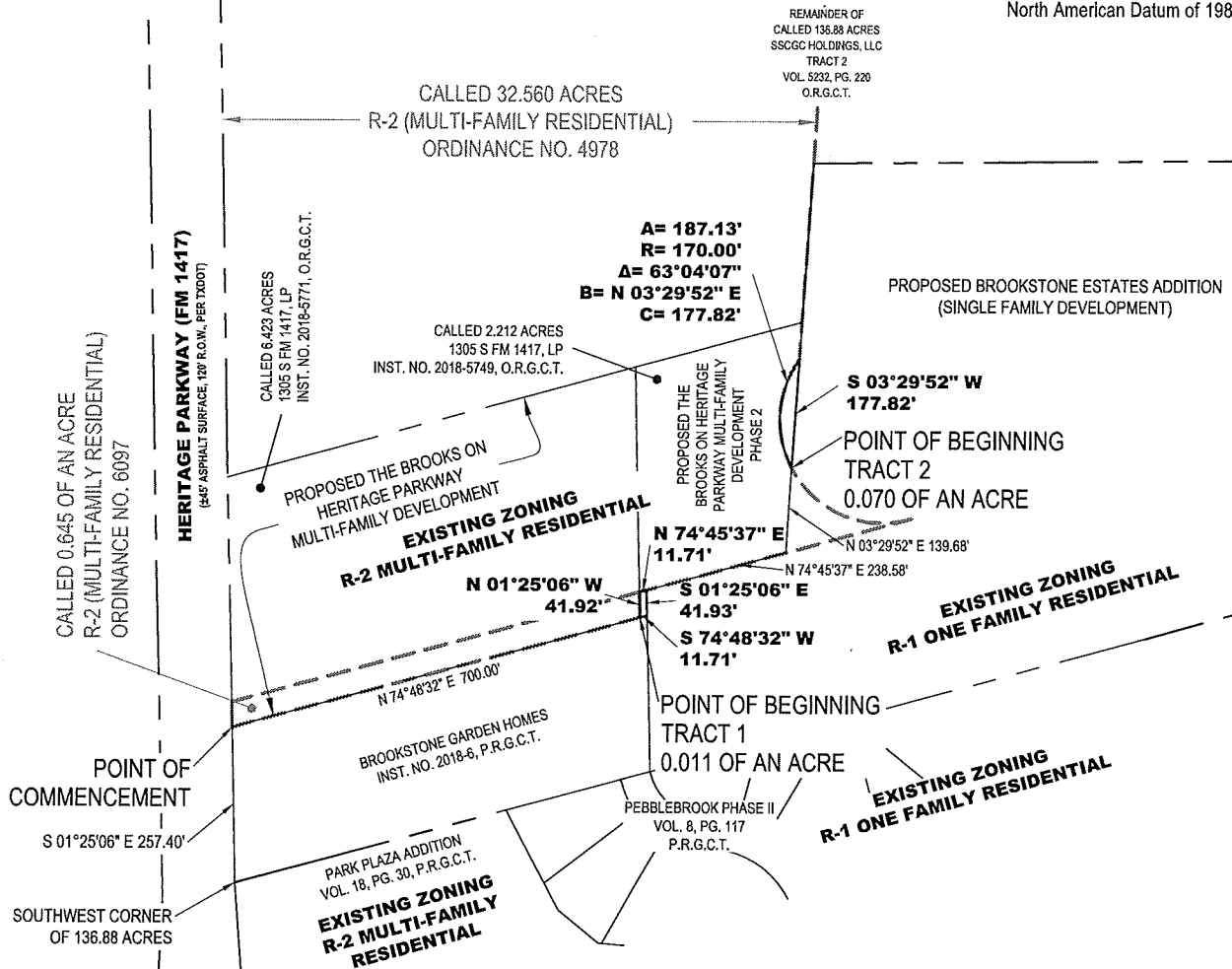
1305 S. FM 1417 (Heritage Parkway)



ELIZABETH JONES SURVEY ABSTRACT NO. 625



All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.



Chris R. Noah

Chris R. Noah, R.P.L.S. No. 6585

ZONING CHANGE EXHIBIT TRACT 1: 0.011 OF AN ACRE TRACT 2: 0.070 OF AN ACRE ELIZABETH JONES SURVEY, ABSTRACT NO. 625



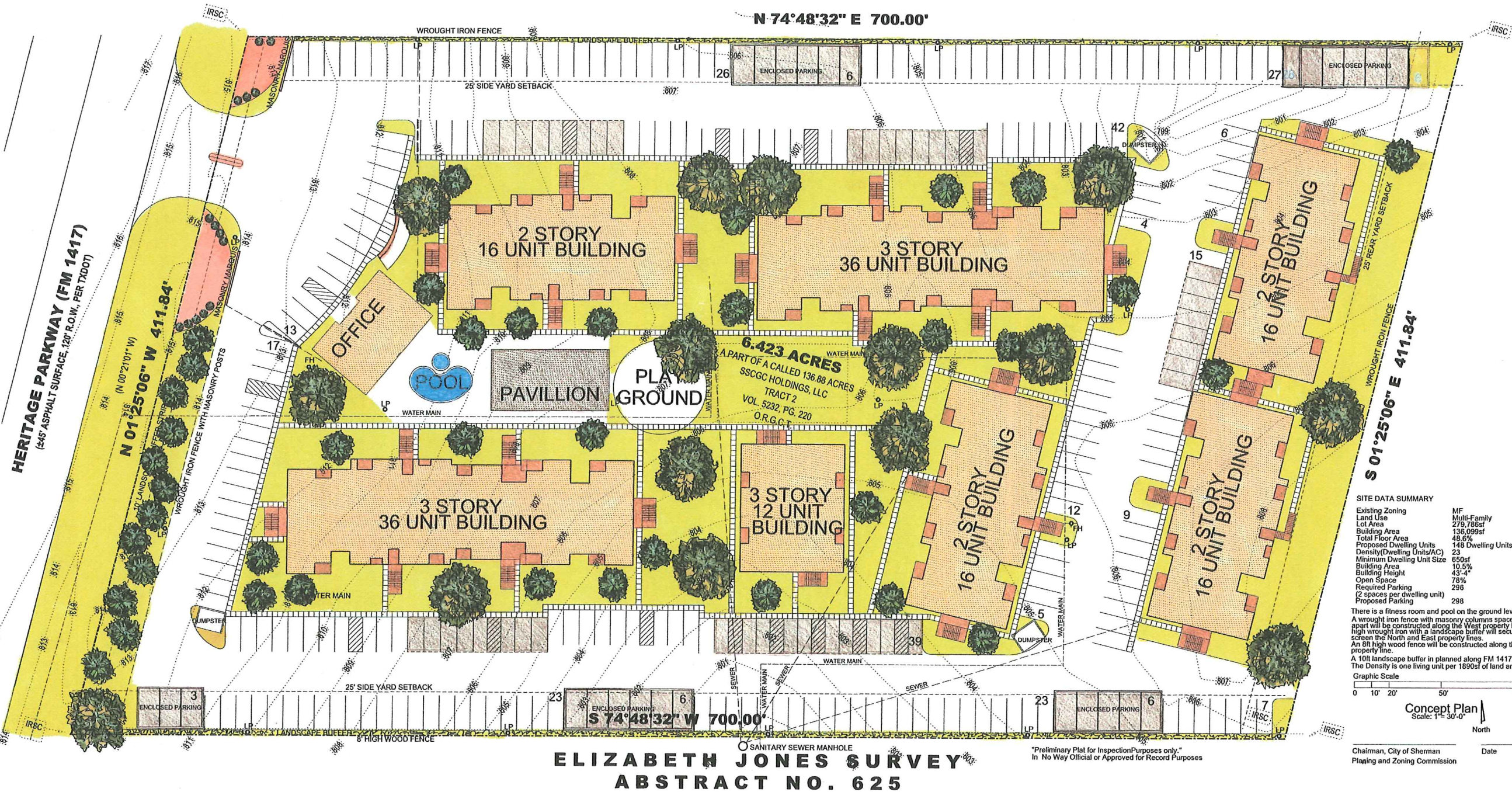
83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontrailandsurveying.com
903-786-6029

TBPLS Firm No.
10194175

Drawn by: CRN
Checked by: BNH

Scale: 1"=300'
Date: 03/22/2018

Project No. 18-0089
Sheet No. 1 of 1



CONCEPT PLAN FOR
THE BROOKS ON HERITAGE PARKWAY

Chris Noah
RPLS No. 6585
Preston Trail Land Surveying
83493 N. State Hwy No. 289, Suite No. 5
Pottsboro, Texas 75076
903-786-6029
TBPLS Firm No. 10194175

JNPHM Development LLC
801 E. Taylor Street
Sherman, Texas 75090

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

BROOKS ON HERITAGE DRIVE
FM 1417
SHERMAN, TEXAS

A-1



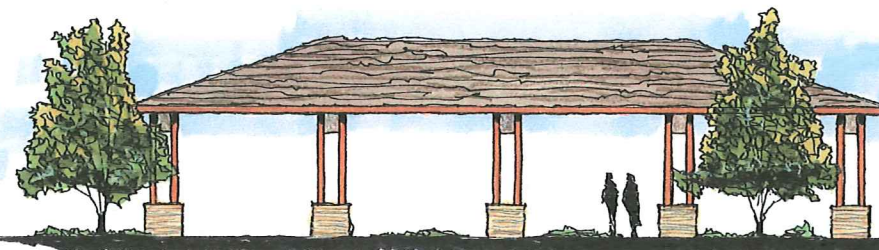
16 UNITS



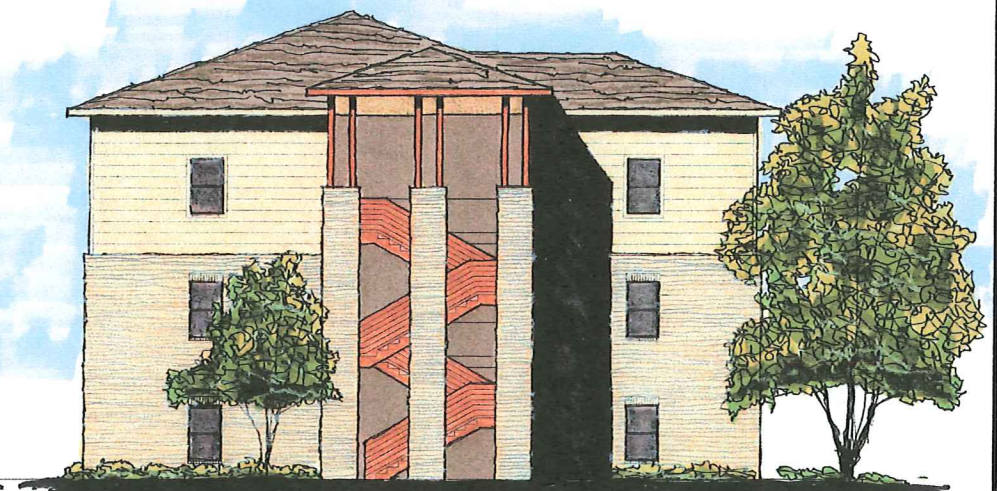
36 UNITS



OFFICE / CLUB HOUSE



PAVILLION



12 UNITS

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

BROOKS ON HERITAGE DRIVE
HIGHWAY 1417
SHERMAN, TEXAS

A-1

STAFF REVIEW LETTER

April 11, 2018

1305 S. FM 1417, LP
801 E. Taylor Street
Sherman, TX 75090

Joe Gilbert
801 E. Taylor Street
Sherman, TX 75090

Preston Trail Land Surveying, LLC
83493 N. State Highway 289
Suite 5
Pottsboro, TX 75076

Dear Applicants,

The request for an amended zone change and site plan approval from an R-1 (One Family Residential) District to an R-2 (Multi-family Residential) District for the property located at 1305 South FM 1417 (Heritage Parkway) has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 17, 2018 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the R-2 (Multi-family Residential) District, the O-1.1 (FM 1417 Overlay) District, the screening ordinance and the Residential Tree and Landscaping Ordinance must be followed.
2. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt.
3. A parking space is considered to be 9'x20'.
4. Parking ratio required: 1 space per bedroom, minimum two per unit.
5. No building shall exceed 45' in height.
6. Minimum setback requirements from property lines: Front – 40'; Rear – 25'; Side One – 7', Side Two - Sum of Both - 23'.
7. The trash dumpster will need to be located inside the main building area and screened.
8. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
9. All finishes shall be masonry or masonry veneer (including carports) unless an exception is approved.
10. Screening shall be provided and maintained.
11. Review the zoning and development ordinance for additional requirements.
12. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

Respectfully,



Scott Shadden

Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



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

Agenda Item No. 12.

Meeting Date: 04/17/2018

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

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Joe Gilbert, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

1305 S. FM 1417 (HERITAGE PARKWAY)

The request of 1305 S FM 1417 LP (Owners), Joe Gilbert (Representative) and Preston Trail Land Surveying (Surveyor) concerning the property located at 1305 South FM 1417 (Heritage Parkway), as follows:

Planning and Zoning Commission

Amended zone change and site plan approval under Ordinance No. 2280, Section 12, from an R-1 (One Family Residential) District to an R-2 (Multi-family Residential) District.

- **Tract 1** – 0.011 acres in the Elizabeth Jones Survey, Abstract No. 625
- **Tract 2** – 0.070 acres in the Elizabeth Jones Survey, Abstract No. 625

Background:

The property is located at 1305 South FM 1417 (Heritage Parkway) between Quail Run Road and West Park Avenue. This is an amendment to a zone change that was approved in 2002 by Ordinance No. 4978 to include 32.560 acres and January 15, 2018 by Ordinance 6097 to include 0.645 acres within the R-2 (Multi-Family Residential) District. Site plan approval was granted for an apartment complex (The Brooks on Heritage Parkway) at this location at the November 21, 2017, Planning and Zoning Commission Meeting.

Adjacent Zoning:

R-2 (Multi-Family Residential) District

R-1 (One Family Residential) District

Origination:

1305 S FM 1417 (Heritage Parkway) LP (Owners)

Joe Gilbert (Representative)

Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

Number of notices mailed:

1

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Survey

Apartment Site Plan

Elevations

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.4.

Meeting Date: 05/07/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6114

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-2 (Multi-Family Residential) District in the 2600-2700 blocks of South U.S. Highway 75, being 48.617 acres in the Preston Kitchen Survey, Abstract No. 667 and the Elizabeth Jones Survey, Abstract No. 625 (SSCGC Holdings, LLC, Owners; and Underwood Drafting and Surveying, Surveyor)

Issue:

To consider the request of SSCGC Holdings, LLC (Owners) and Underwood Drafting and Surveying (Surveyor) concerning the property located in the 2600-2700 blocks of South U.S. Highway 75, being 48.617 acres in the Preston Kitchen Survey, Abstract No. 667 and the Elizabeth Jones Survey, Abstract No. 625, for a zone change from an R-1 (One Family Residential) District and C-1 (Retail Business) District to an R-2 (Multi-Family Residential) District

Background:

The property is located in the 2600-2700 blocks of South U.S. Highway 75, part of the Stone Creek Golf Course. This property is contiguous with the Sherman Crossroads Development and, when this property was zoned, it was prior to the Blalock Overlay District being established. The owners are requesting to allow the five hundred feet in front of U.S. Highway 75 to remain commercial, but the back to be rezoned to an R-2 (Multi-Family Residential) District for future development.

Origination:

SSCGC Holdings, LLC (Owners)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 17, 2018 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6114

Location Map

Zoning Map

Zoning Sign Photo

Conceptual Site Plan

Staff Review Letter

P&Z Communication

Letter from Heritage Development Partners

ORDINANCE NO. 6114

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT IN THE 2600-2700 BLOCKS OF SOUTH U.S. HIGHWAY 75, BEING 48.617 ACRES IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667 AND THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (SSCGC HOLDINGS, LLC, OWNERS; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, the following described property shall be in the R-2 (Multi-family Residential) District in the 2600-2700 Blocks of South U.S. Highway 75, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, being a part of the Preston Kitchen Survey, Abstract No. 667 and a part of the Elizabeth Jones Survey, Abstract No. 625, and being a part Tract 1, as conveyed to SSCGC HOLDINGS, LLC by deed recorded in Volume 5232, Page 220, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the southeast corner of Lot 26, Block A, Sunrise Tract, Volume 19, Page 96, Plat Records, Grayson County, Texas;

THENCE North 83°49'30" West a distance of 500.49 feet to the Point of Beginning;

THENCE South 08°42'00" West a distance of 269.01 feet to a point;

THENCE South 07°41'24" West a distance of 318.90 feet to a point;

THENCE with a curve to the left, having a radius of 3482.79 feet, (chord bears South 03°47'18" West, 250.39 feet) an arc length of 250.44 feet to a point;

THENCE South 75°37'50" West a distance of 851.27 feet to a point;

THENCE South 14°25'26" East a distance of 468.80 feet to a point;

THENCE South 74°41'42" West a distance of 982.02 feet to a point;

THENCE North 04°58'41" West a distance of 771.55 feet to an angle point
Sherman Hills Country Club Addition as Recorded in Volume 19, Page 154;

THENCE with the east line of said lot the following calls and distances:

North 35°17'53" East a distance of 900.31 feet to a point;

North 06°23'59" East a distance of 373.37 feet to a point;

North 02°53'51" West a distance of 147.36 feet to a point;

North 88°04'24" East a distance of 180.85 feet to a point;

South 74°37'16" East a distance of 335.20 feet to a point;

THENCE with a curve to the right with a delta angle of 08°00'38", having a radius of 715.00 feet, (chord bears South 11°59'19" West, 99.88 feet) an arc length of 99.96 feet to a point;

THENCE South 83°49'30" East a distance of 788.90 feet to the **POINT OF BEGINNING AND CONTAINING 48.617 ACRES OF LAND.**

SECTION 2. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 12, Ordinance No. 2280.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. 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 _____, 2018.

ADOPTED on this the _____ day of _____, 2018.

EFFECTIVE DATE on this the _____ day of _____, 2018.

CITY OF SHERMAN, TEXAS

BY: _____

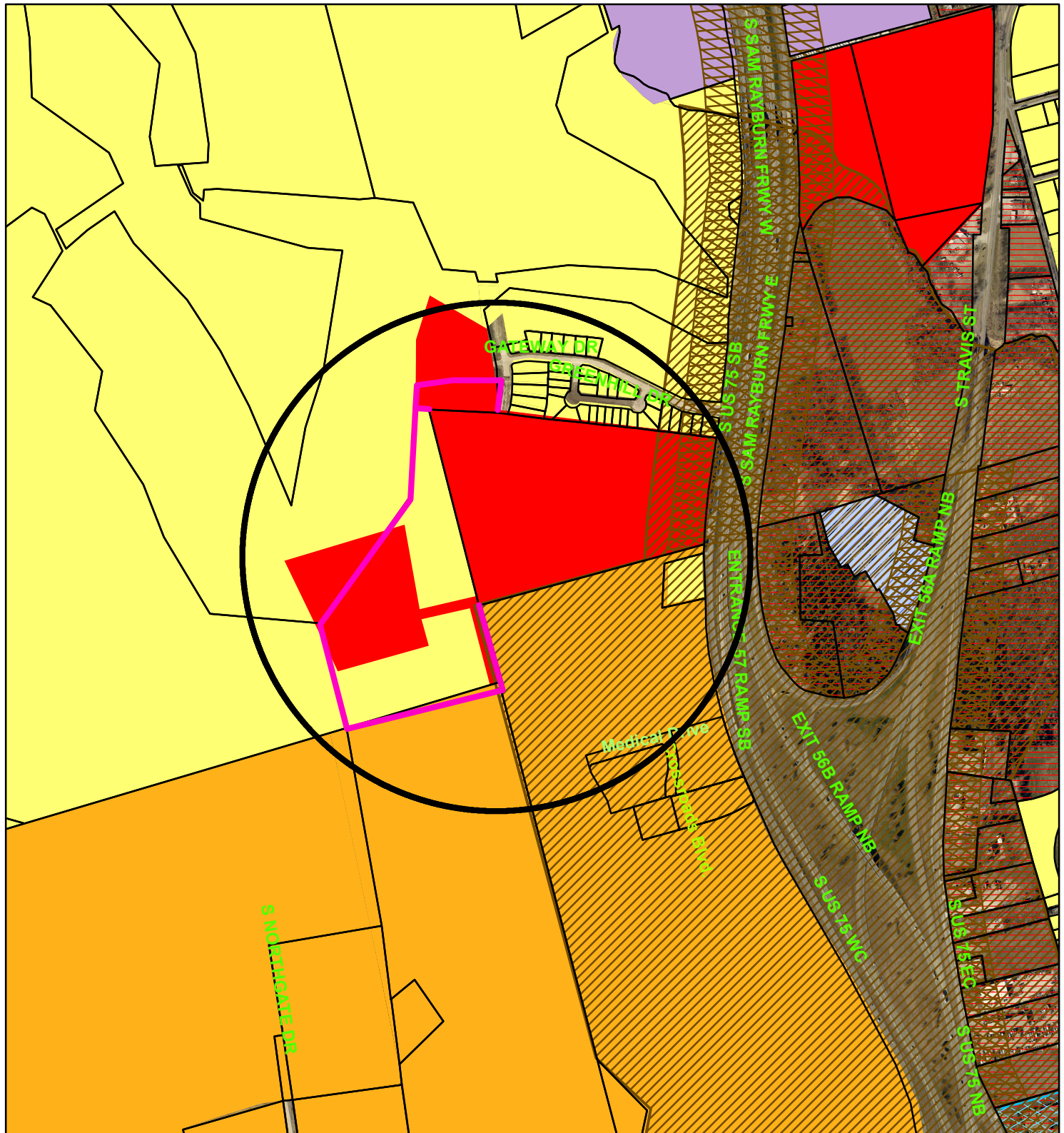
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



Zoning - 2600-2700 Blocks South U.S. Highway 75

Legend

Special Districts Overlay

DISTRICT_NAME

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

Representation: ShermGIS.DBO.TransportationCorridor_Rep

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

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



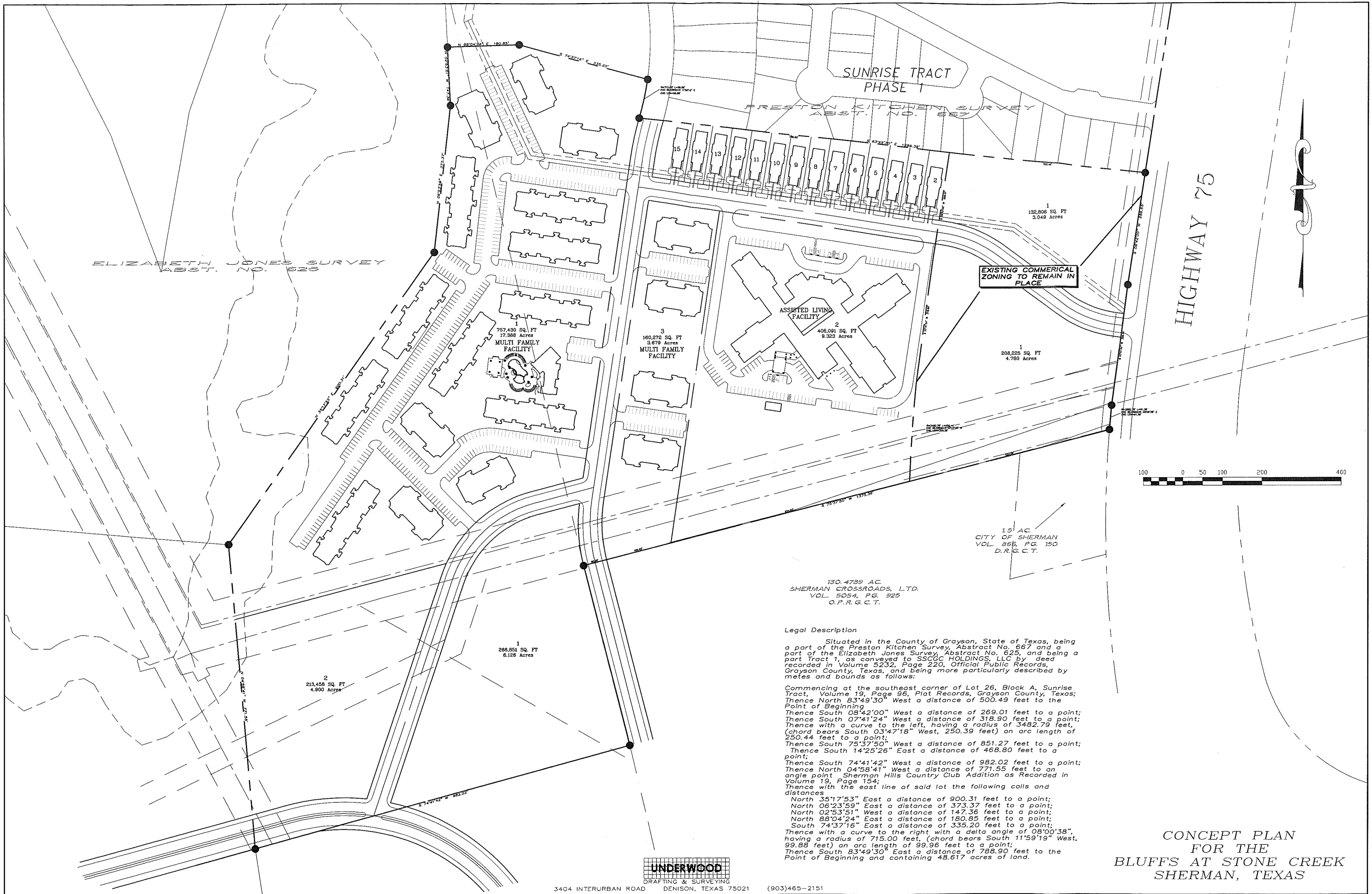
City of Sherman, Texas
Developmental Services Department



1 in = 800 ft

2600-2700 S. Highway 75





CONCEPT PLAN
FOR THE
BLUFFS AT STONE CREEK
SHERMAN, TEXAS

Legal Description

Situated in the County of Grayson, State of Texas, being a part of the Preston Kitchen Survey, Abstract No. 667 and a part of the Elizabeth Jones Survey, Abstract No. 625, and being a part of Tract 1, as conveyed to SSCSC HOLDINGS, LLC by deed recorded in Volume 5232, Page 220, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at the southeast corner of Lot 26, Block A, Sunrise Tract, Volume 19, Page 96, Plat Records, Grayson County, Texas; Thence North 83°49'30" West a distance of 500.49 feet to the Point of Beginning; Thence South 08°42'00" West a distance of 269.01 feet to a point; Thence South 07°41'24" West a distance of 318.90 feet to a point; Thence with a curve to the left, having a radius of 3482.79 feet, (chord bears South 03°47'18" West, 250.39 feet) an arc length of 250.44 feet to a point; Thence South 75°37'50" West a distance of 851.27 feet to a point; Thence South 14°25'26" East a distance of 468.80 feet to a point; Thence South 74°41'42" West a distance of 982.02 feet to a point; Thence North 04°58'41" West a distance of 771.55 feet to an angle point Sherman Hills Country Club Addition as Recorded in Volume 19, Page 154; Thence with the east line of said lot the following calls and distances:

North 35°17'53" East a distance of 900.31 feet to a point;
North 06°23'59" East a distance of 373.37 feet to a point;
North 02°53'51" West a distance of 147.36 feet to a point;
North 88°04'24" East a distance of 180.85 feet to a point;
South 74°37'16" East a distance of 335.20 feet to a point;
Thence with a curve to the right with a delta angle of 08°00'38", having a radius of 715.00 feet (chord bears South 11°59'19" West, 99.88 feet) an arc length of 99.96 feet to a point;
Thence South 83°49'30" East a distance of 788.90 feet to the Point of Beginning and containing 48.617 acres of land.

STAFF REVIEW LETTER

April 11, 2018

SSCGC Holdings, LLC
4 Timber Creek
Sherman, TX 75092

Underwood Drafting & Surveying, Inc.
3404 Interurban Rd.,
Denison, TX 75021

Dear Applicants,

The request for a zone change and conceptual site plan approval for the Bluffs at Stone Creek, from a C-1 (Retail Business) District and R-1 (One Family Residential) District to an R-2 (Multi-family Residential) District for the property located in the 2600-2700 Blocks South U.S. Highway 75 has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 17, 2018 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the R-2 (Multi-Family Residential) District, the O-1 (75 & 82 Overlay) District, the sign ordinance, the Residential Tree and Landscaping Ordinance must be followed.
2. A minimum 6' masonry perimeter wall shall be provided to surround the development unless an exception is granted.
3. No building shall exceed 45 feet in height.
4. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
5. Parking is permitted on paved surfaces only.
6. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9'x20'.
7. This site plan is conceptual and will require final site plan approval from the Planning and Zoning Commission before construction begins.
8. A landscaping plan shall be provided for final site plan approval.
9. Review the zoning and development ordinance for additional requirements.
10. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

11. Platting of the property is required.
12. Water and sewer shall be extended to serve the development. Sewer capacity shall be verified for proposed use.
13. Internal water and sewer lines will be privately owned and maintained.
14. Privately owned and maintained detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
15. New drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit is required from the City of Sherman Engineering Department.
16. Development Agreement required for Public Infrastructures.

17. Street names must be approved by the Building & Zoning Department.
18. Entrances/Exits off of Hwy. 75 Service Road will be Right-in, Right-out only.
19. Final site plans, utility, drainage, and grading plan shall be provided and approved by the City Engineering Department. A site development meeting is recommended.

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

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

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

Respectfully,



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

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



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

Agenda Item No. 14.

Meeting Date: 04/17/2018

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

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Joe Gilbert, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

2600-2700 BLOCKS S. U.S. HIGHWAY 75

The request of SSCGC Holdings LLC (Owners) and Underwood Drafting and Surveying (Surveyor) concerning the property located in the 2600-2700 Blocks of South U.S. Highway 75, being 48.617 acres in the Preston Kitchen Survey, Abstract No. 667 and the Elizabeth Jones Survey, Abstract No. 625, as follows:

Planning and Zoning Commission

Zone change and conceptual site plan approval for the Bluffs at Stone Creek under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District and R-1 (One Family Residential) District to an R-2 (Multi-family Residential) District.

Background:

The property is located in the 2600-2700 blocks of South U.S. Highway 75, part of the Stone Creek Golf Course. The owners would like to rezone the property to an R-2 (Multi-Family Residential) District for future development.

Adjacent Zoning:

R-1 (One Family Residential) District

C-1 (Retail Business) District

Origination:

SSCGC Holdings LLC (Owners)

Underwood Drafting and Surveying (Surveyor)

Master Plan Designation:

Suburban Commercial - Suburban character primarily from reduced site coverage relative to more auto-oriented commercial development. Especially at key community entries and along high-profile corridors, may also involve other criteria to yield less intensive and more attractive development outcomes relative to auto-oriented areas, including higher standards for landscaping (along street frontages and within parking areas), signs, and building design. Range of commercial retail and service uses, at varying scales and intensities depending on the site.

Number of notices mailed:

3

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Conceptual Site Plan

Staff Review Letter

RECEIVED

APR 13 2018

April 13, 2018

Mr. Scott Shadden
Secretary, Planning and Zoning Board and Board of Adjustment
City of Sherman
PO Box 1106
Sherman, TX 75091-1106

Re: Heritage Development Partners support of The Bluffs at Stone Creek Development

Dear Mr. Shadden,

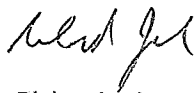
We are writing to express Heritage Development Partners, LLC's and Sherman Crossroads, Ltd.'s support of SSCGC Holdings LLC's request for the re-zoning of a portion of the Bluffs at Stone Creek development to allow for multi-family and related uses. We have reviewed the request and believe the proposed development will blend well with our neighboring Sherman Crossroads Development and will benefit the economic growth of the City of Sherman, as well.

As you know, residential uses are not permitted within the Sherman Crossroads and Heritage Development tracts. We believe that any zoning that encourages greater residential growth and density in the southern sector of the City is desirable and will accelerate the time-frame for additional commercial development and uses. Thus, we fully support this request.

Thank you,



Jeff Harkinson
General Partner
Sherman Crossroads LTD



Dr. Richard Jelsma, MD
Managing Partner
Heritage Development Partners, LLC



Dr. Hunter Richmond, MD
Managing Partner
Heritage Development Partners, LLC



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.5.

Meeting Date: 05/07/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6115

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 2932 Preston Club Drive, being Lot 21, Block 1, Preston Club, The Classics Subdivision (Rossi Realty, LLC, Owners; Josh Knight, General Contractor, and CBG Surveying, Inc., Surveyor)

Issue:

To consider the request of Rossi Realty, LLC (Owners), Josh Knight (General Contractor), and CBG Surveying, Inc. (Surveyor) concerning the property at 2932 Preston Club Drive, being Lot 21, Block 1, Preston Club, The Classics Subdivision, for a zone change from an R-A (Single Family Agricultural) District to an R-1 (One Family Residential) District

Background:

The property is located at 2932 Preston Club Drive in the Preston Club Subdivision off U.S. Highway 82 West. The property was annexed into the City on May 22, 2017 as an R-A (Single Family Agricultural) District. The owners received approval from the Home Owners Association prior to the annexation; they are currently constructing a new residential dwelling on the lot.

Origination:

Rossi Realty, LLC (Owners)
Josh Knight (General Contractor)
CBG Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 17, 2018 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6115

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Building Elevations

Staff Review Letter

P&Z Communication

ORDINANCE NO. 6115

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 2932 PRESTON CLUB DRIVE, BEING LOT 21, BLOCK 1, PRESTON CLUB, THE CLASSICS SUBDIVISION (ROSSI REALTY, LLC, OWNERS; JOSH KNIGHT, GENERAL CONTRACTOR; AND CBG SURVEYING, INC., SURVEYOR); PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, the following described property shall be in the R-1 (One Family Residential) District at 2932 Preston Club Drive, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 21, Block 1, Preston Club, The Classics Subdivision

SECTION 2. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 12, Ordinance No. 2280.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. 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 _____, 2018.

ADOPTED on this the _____ day of _____, 2018.

EFFECTIVE DATE on this the _____ day of _____, 2018.

CITY OF SHERMAN, TEXAS

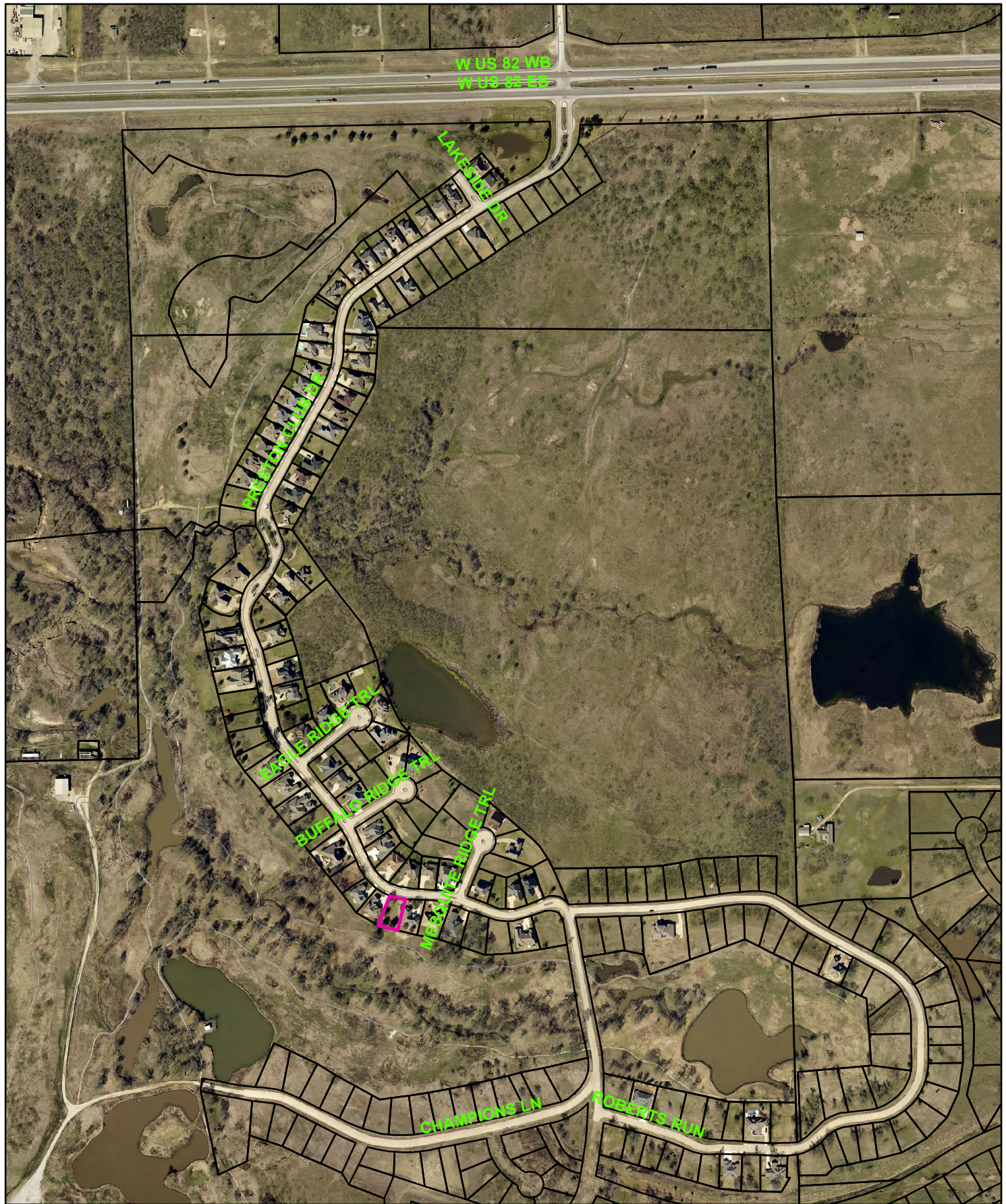
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



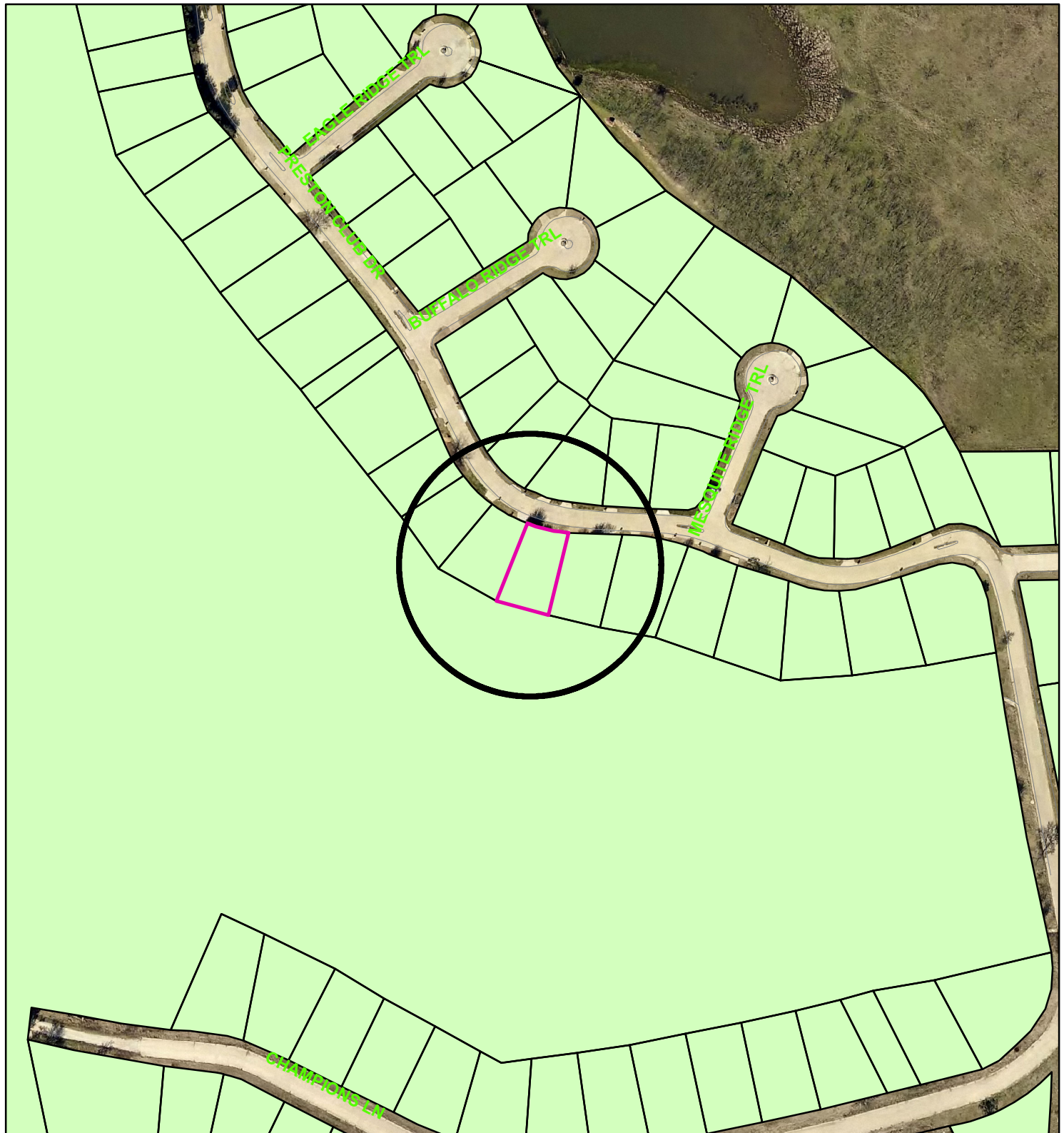
2932 Preston Club Drive



NOT TO SCALE

1 in = 500 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 2932 Preston Club Drive

Legend

Special Districts Overlay

DISTRICT_NAME

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

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

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



City of Sherman, Texas
Developmental Services Department



1 in = 200 ft

2932 Preston Club Drive





2932 Preston Club Drive

Being Lot 21, Block I, Preston Club The Classics Subdivision, an Addition to Grayson County, Texas, according to the Plat thereof recorded in Volume 10, Page 58, Map Records, Grayson County, Texas.

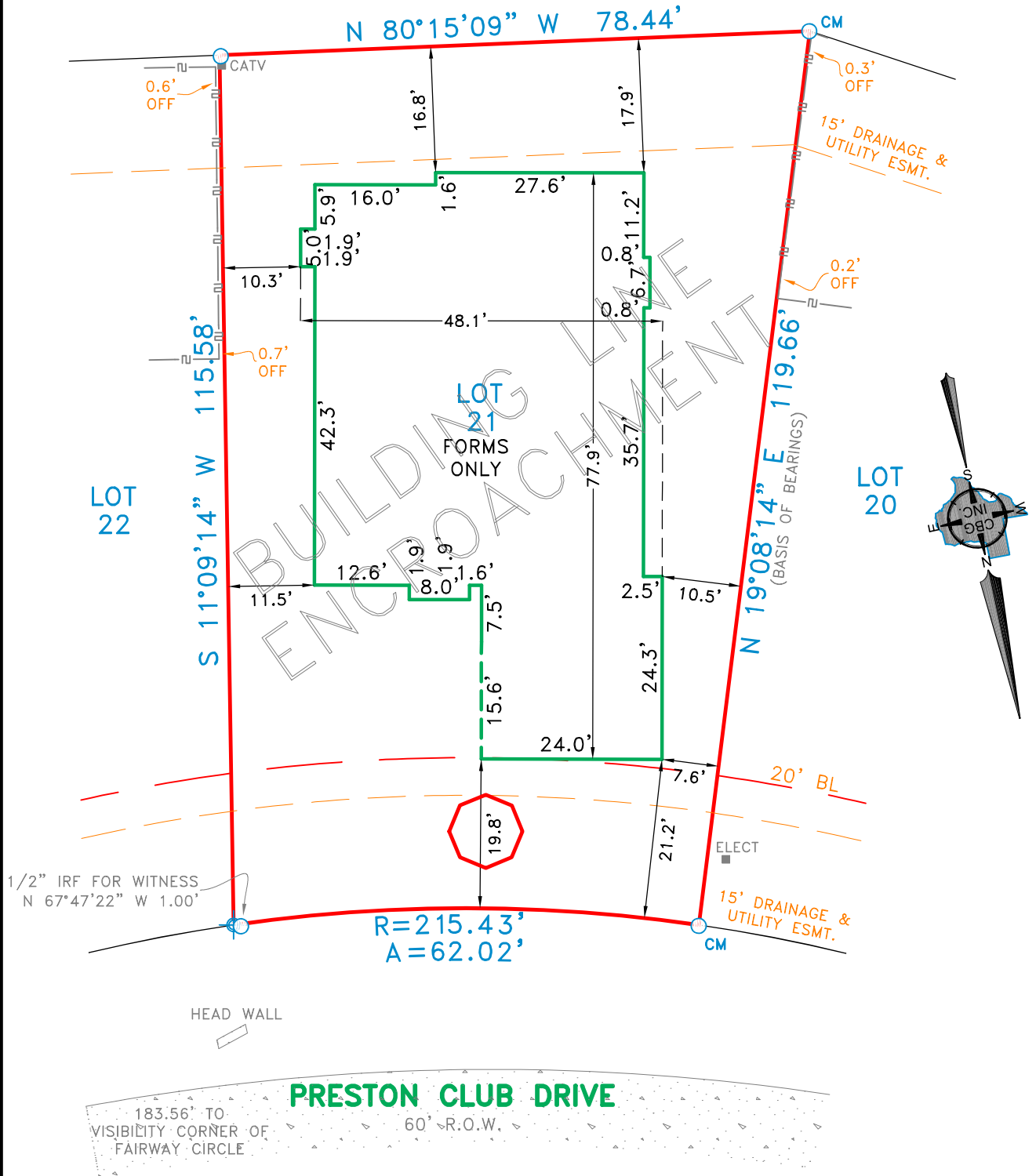
LEGEND

- 1/2" ROD FOUND
- ⊗ 1/2" ROD SET
- 1" PIPE FOUND
- ⊗ "X" FOUND/SET
- ⊗ 5/8" ROD FOUND
- ◆ POINT FOR CORNER
- FENCE POST FOR CORNER
- CM CONTROLLING MONUMENT
- AC AIR CONDITIONER
- PE POOL EQUIPMENT
- TE TRANSFORMER PAD
- COLUMN
- POWER POLE
- ▲ UNDERGROUND ELECTRIC
- △ OVERHEAD ELECTRIC
- OHP— OVERHEAD ELECTRIC POWER
- OES— OVERHEAD ELECTRIC SERVICE
- CHAIN LINK
- WOOD FENCE 0.5' WIDE TYPICAL
- IRON FENCE
- X— BARBED WIRE
- DOUBLE SIDED WOOD FENCE
- /// EDGE OF ASPHALT
- ▲ EDGE OF GRAVEL
- CONCRETE
- COVERED AREA

NOTE
THERE IS SIGNIFICANT GAP BETWEEN FORM BOARDS. IT IS UP TO BUILDER TO VERIFY IF THIS IS ACCEPTABLE

PRESTON CLUB GOLF COURSE

NOTE
THIS SURVEY DOES NOT MATCH PLOT PLAN PROVIDED BY BUILDER. BUILDER IS TO VERIFY WHETHER INFORMATION SHOWN HEREON IS ACCEPTABLE.



EXCEPTIONS:

NOTE: This survey is made in conjunction with the information provided by the client. CBG Surveying, Inc. has not researched the land title records for the existence of easements, restrictive covenants or other encumbrances.

REVISION NOTE: 03/20/18 JLA
CHANGED THE ADDRESS

NOTE
PLOT PLAN APPEARS TO HAVE EASEMENTS AND/OR BUILDING LINES SHOWN. HOWEVER, PLOT PLAN DOES NOT DIMENSION OR LABEL APPARENT EASEMENTS/BUILDING LINES. BUILDER IS TO VERIFY IF INFORMATION SHOWN HEREON IS ACCEPTABLE.

NOTES:

NOTE: BEARINGS, EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.

FLOOD NOTE: According to the F.I.R.M. No. _____, this property does lie in Zone ___ and _____ lie within the 100 year flood zone.

This survey is made in conjunction with the information provided by Knight Construction. Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. This is to certify that I have on this date made a careful and accurate survey on the ground of the subject property. The plat hereon is a correct and accurate representation of the property lines and dimensions as are indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, there are no visible and apparent encroachments or protrusions on the ground.

Drawn By: JLA

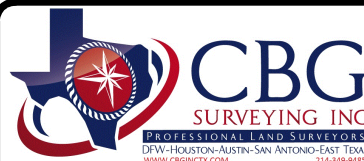
Scale: 1" = 20'

Date: 08/16/17

GF No.:

GFN

Job No. 1718781-01

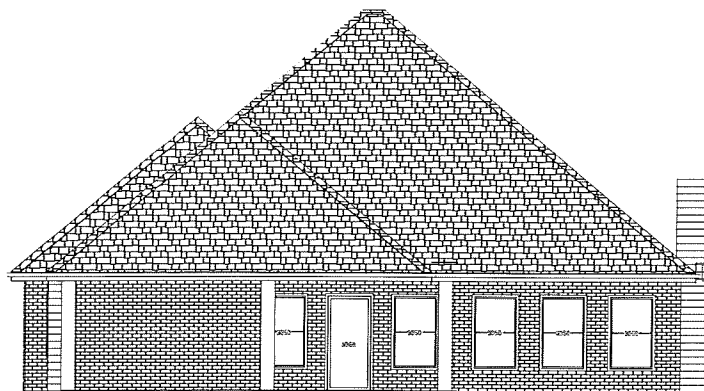


12025 Shiloh Road, Ste. 230
Dallas, TX 75228
P 214.349.9485
F 214.349.2216
Firm No. 10168800
www.cbgsurveying.com

J.T. THOMPSON
R.P.L.S. NO. 4604



FRONT ELEVATION



REAR ELEVATION

FRONT/REAR ELEVATIONS

SCALE: 1/4" = 1'

PLAN NO.

2239

DATE

6/28/2017

PHD

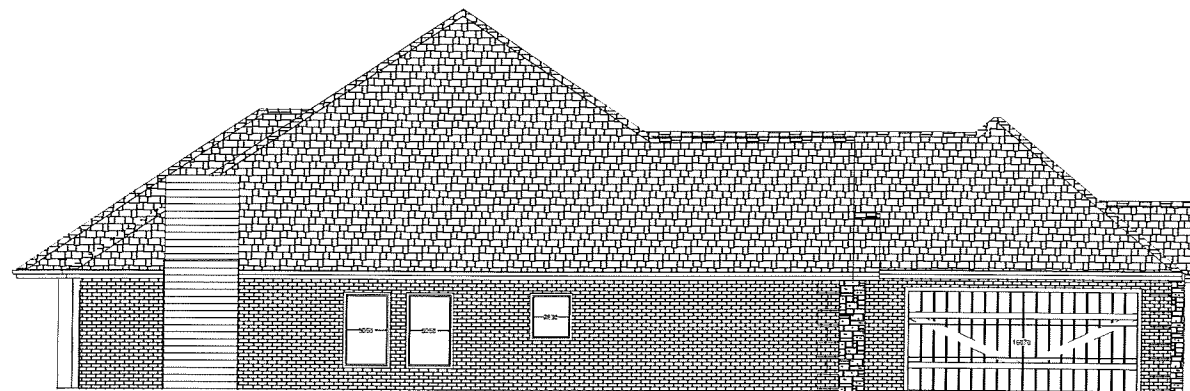
PESKUSKI HOME DESIGN
 DALLAS, TEXAS

PHONE: (800) 668-8656 FAX: (972) 375-8238

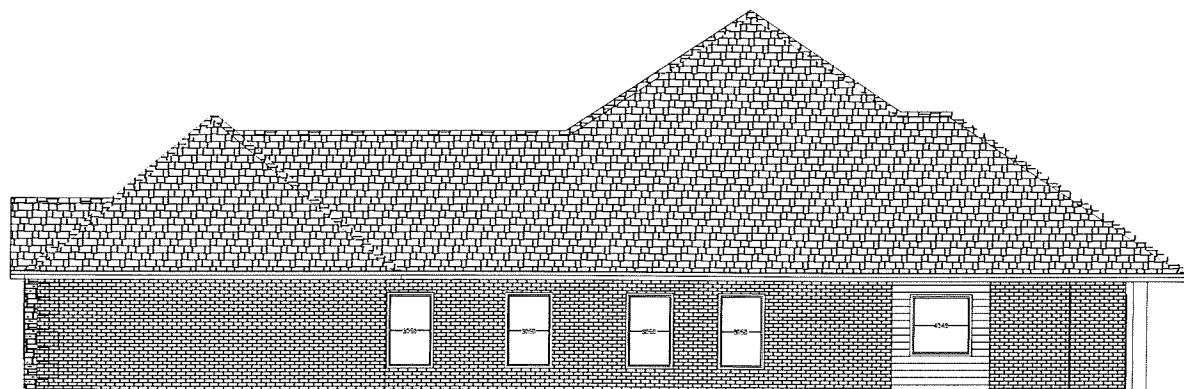
PRESTONWOOD VILLAGE
 CLASSICS I - BLOCK 1, LOT 21
 390 PRESTON CLUB DRIVE
 SHERMAN, TX

SHEET

A-3



LEFT ELEVATION



RIGHT ELEVATION

LEFT/RIGHT ELEVATIONS

SCALE: 1/4" = 1'



PLAN NO.

2239

DATE

6/28/2017

PHD

PESKUSKI HOME DESIGN
DALLAS, TEXAS
PHONE: (800) 666-8956 FAX: (972) 371-8238

PRESTONWOOD VILLAGE
CLASSICS I - BLOCK 1, LOT 21
390 PRESTON CLUB DRIVE
SHERMAN, TX

SHEET

A-4

STAFF REVIEW LETTER

April 11, 2018

Rossi Realty
6912 Branch Trail
Frisco, TX 75035

Josh Knight
5100 W. Eldorado, Ste. 102
McKinney, TX 75070

Andrew Miller
138 Country View Circle
Pottsboro, TX 75076

CBG Surveying Inc.
12025 Shiloh Road, Ste. 230
Dallas, TX 75228

Dear Applicants,

The request for a zone change from an R-A (Single Family Agricultural) District to an R-1 (One Family Residential) District and variance to allow a 19' 8" front setback and a 16' 8" rear setback in lieu of the required 25' in an R-1 (One Family Residential) District for the property located at 2932 Preston Club Drive has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 17, 2018 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the R-1 (One Family Residential) District, the fence ordinance and the Residential Tree and Landscaping Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Parking shall be provided for one space per bedroom; a parking space is considered to be 9'x20.
4. Parking is permitted on paved surfaces only (concrete or asphalt).
5. Review the zoning and development ordinance for additional requirements.
6. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

7. New drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from the City of Sherman Engineering Department.

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

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

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

Respectfully,



Scott Shadden

Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



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

Agenda Item No. 15.

Meeting Date: 04/17/2018

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

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Joe Gilbert, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

2932 PRESTON CLUB DRIVE

The request of Rossi Realty LLC (Owner) Josh Knight (General Contractor) and CBG Surveying, Inc. (Surveyor) concerning the property at 2932 Preston Club Drive, being Lot 21, Block 1, Preston Club, The Classics Subdivision, as follows;

Planning and Zoning Commission

Zone change and site plan approval under Ordinance No. 2280, Section 12, from an R-A (Single Family Agricultural) District to an R-1 (One Family Residential) District.

Board of Adjustments

Variance under Ordinance No. 2280, Section 6.2, Subsection (1) to allow a 19' 8" front setback and a 16' 8" rear setback in lieu of the required 25' in an R-1 (One Family Residential) District.

Background:

The property is located at 2932 Preston Club Drive in the Preston Club Subdivision off U.S. Highway 82 West. The property was annexed into the City, May 22, 2017 as an R-A (Single Family Agricultural) District. The owner is currently constructing a new residential dwelling on the lot, 19' 8" from the front property line and 16' 8" from the rear property line.

Adjacent Zoning:

R-A (Single Family Agricultural) District

Origination:

Rossi Realty LLC (Owner)
Josh Knight (General Contractor)
CBG Surveying, Inc. (Surveyor)

Master Plan Designation:

Not included in Master Plan

Number of notices mailed:

10

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Elevations

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.6.

Meeting Date: 05/07/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6116

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 3218 Preston Club Drive, being Lot 13R, Block 11, Preston Club, The Legends, Phase 1, Replat Lots 11, 12 & 13, Block 11 (Rossi Realty, LLC, Owners; Josh Knight, General Contractor, and CBG Surveying, Inc., Surveyor)

Issue:

To consider the request of Rossi Realty, LLC (Owners), Josh Knight (General Contractor), and CBG Surveying, Inc. (Surveyor) concerning the property at 3218 Preston Club Drive, being Lot 13R, Block 11, Preston Club, The Legends, Phase 1, Replat Lots 11, 12 & 13, Block 11, for a zone change from an R-A (Single Family Agricultural) District to an R-1 (One Family Residential) District

Background:

The property is located at 3218 Preston Club Drive in the Preston Club Subdivision off U.S. Highway 82 West. The property was annexed into the City on May 22, 2017 as an R-A (Single Family Agricultural) District. The owners are currently constructing a new residential dwelling on the lot.

Origination:

Rossi Realty, LLC (Owners)
Josh Knight (General Contractor)
CBG Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 17, 2018 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6116

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Building Elevations

Staff Review Letter

P&Z Communication

ORDINANCE NO. 6116

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 3218 PRESTON CLUB DRIVE, BEING LOT 13R, BLOCK 11, PRESTON CLUB, THE LEGENDS, PHASE 1, REPLAT LOTS 11, 12 & 13, BLOCK 11 (ROSSI REALTY, LLC, OWNERS; JOSH KNIGHT, GENERAL CONTRACTOR; AND CBG SURVEYING, INC., SURVEYOR); PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, the following described property shall be in the R-1 (One Family Residential) District at 3218 Preston Club Drive, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 13R, Block 11, Preston Club, The Legends, Phase 1, Replat Lots 11, 12 & 13, Block 11

SECTION 2. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 12, Ordinance No. 2280.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. 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 _____, 2018.

ADOPTED on this the _____ day of _____, 2018.

EFFECTIVE DATE on this the _____ day of _____, 2018.

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**



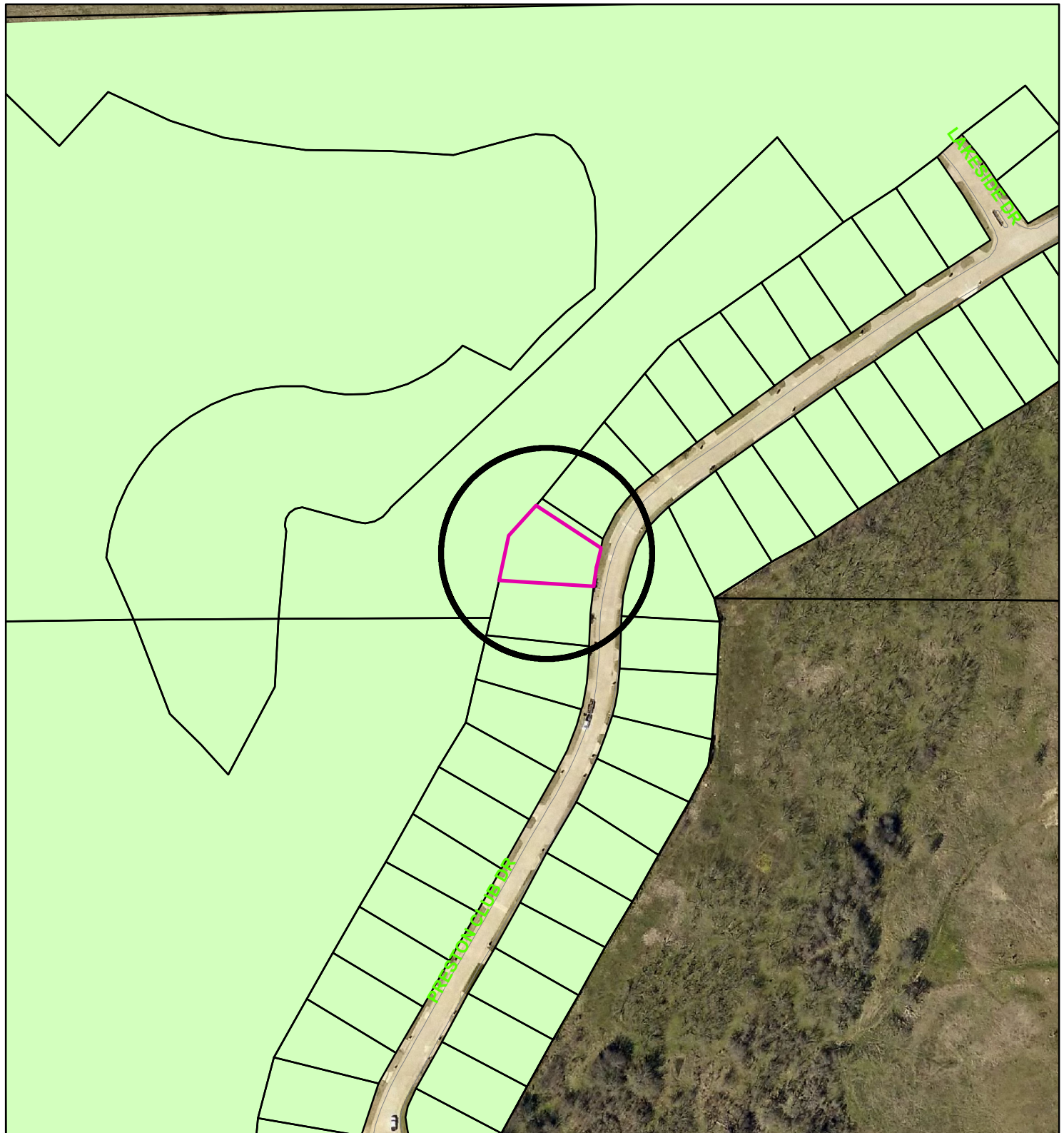
3218 Preston Club Drive



NOT TO SCALE

1 in = 500 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 3218 Preston Club Drive

Legend

Special Districts Overlay

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

Representation: ShermGIS.DBO.TransportationCorridor_Rep

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

Unknown
BIP Blalock Industrial Park
C-1 Retail Business District

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

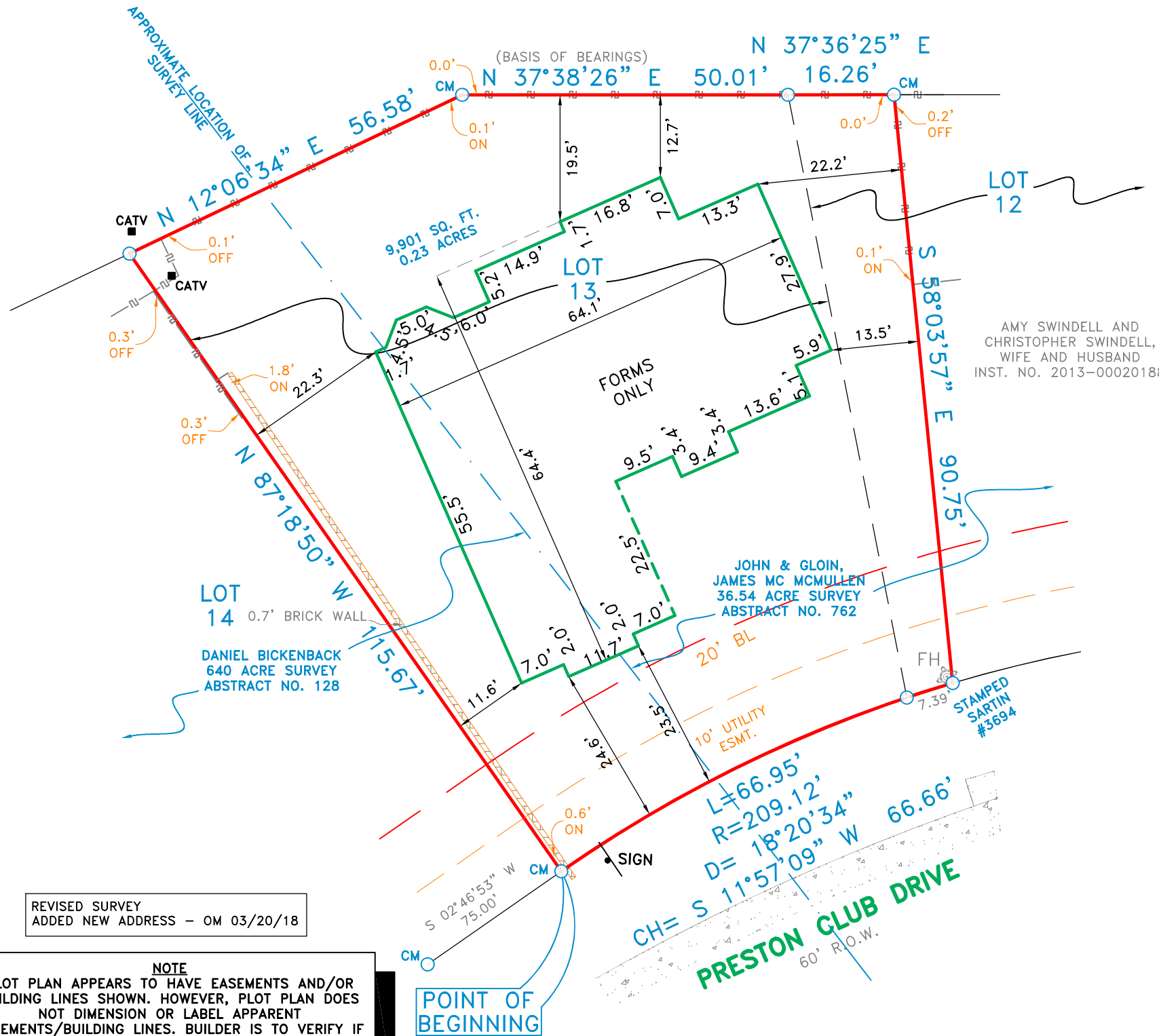
1 in = 180 ft

3218 Preston Club Drive





LABARBERA ENTERPRISES, LLC
INST. NO. 2008-00029599



3218 Preston Club Drive

Being a part of Lot 12, and all of Lot 13, Block 11, of Preston Club The Legends Subdivision Phase One, an addition to Grayson County, Texas, according to the Map thereof recorded in Volume 9, Page 85, Plat Records of Grayson County, Texas, same being that tract of land conveyed to Rossi Realty LLC, by deed recorded in Instrument No. 2014-00021891, and 2016-00005988, Deed Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch Iron rod found for corner, said corner being the Northeast corner of Lot 14 of said Preston Club The Legends Subdivision Phase One, said corner being in the Westerly line of Preston Club Drive (60 foot right-of-way);

THENCE North 87 degrees 18 minutes 50 seconds West, along the North line of said Lot 14, a distance of 115.67 feet to a 1/2 inch iron rod found with plastic yellow cap stamped "CBG Surveying" for corner, said corner being the Northwest corner of Lot 14, and on the Easterly line of that tract of land conveyed to LaBarbera Enterprises, LLC, by deed recorded in Instrument No. 2008-00029599, Deed Records, Grayson County, Texas;

THENCE North 12 degrees 06 minutes 34 seconds East, along said Easterly line of LaBarbera Enterprises, LLC tract, a distance of 56.58 feet to a 1/2 inch iron rod found for corner;

THENCE North 37 degrees 38 minutes 26 seconds East, along said Easterly line of LaBarbera Enterprises, LLC tract, a distance of 50.01 feet to a 1/2 inch iron rod found with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE North 37 degrees 36 minutes 25 seconds East, along said Easterly line of LaBarbera Enterprises, LLC tract, a distance of 16.26 feet to a 1/2 inch iron rod found for corner, said corner being the West corner of that tract of land conveyed to Amy Swindell and Christopher Swindell, wife and husband, by deed recorded in Instrument No. 2013-00020188, Deed Records, Grayson County, Texas;

THENCE South 58 degrees 03 minutes 57 seconds East, along the Southwesterly line of said Swindell tract, a distance of 90.75 feet to a 1/2 inch iron rod found for corner, stamped "Sartin #3694", said corner being the South corner of said Swindell tract, and in said Westerly line of Preston Club Drive, said corner being in a non-tangent curve to the left, having a radius of 209.12 feet, a delta of 18 degrees 20 minutes 34 seconds, and a chord bearing and distance of South 11 degrees 57 minutes 09 seconds West, 66.66 feet;

THENCE, along said Westerly line of Preston Club Drive and said curve to the left, passing at an arc length of 7.39 feet to a 1/2 inch iron rod found on-line for reference, and continuing a total arc distance of 66.95 feet to the POINT OF BEGINNING, and containing 9,901 square feet or 0.23 acres of land.

LEGEND	
○ 1/2" ROD FOUND	□ FENCE POST FOR CORNER
⊗ 1/2" ROD SET	CM CONTROLLING MONUMENT
○ 1" PIPE FOUND	AC AIR CONDITIONER
⊗ "X" FOUND/SET	PE POOL EQUIPMENT
⊕ POINT FOR CORNER	● POWER POLE
T TRANSFORMER PAD	△ OVERHEAD ELECTRIC
■ COLUMN	— OHP — OVERHEAD ELECTRIC POWER
▲ UNDERGROUND ELECTRIC	— OES — OVERHEAD ELECTRIC SERVICE
	— CHAIN LINK —
	— WOOD FENCE 0.5' WIDE TYPICAL —
	— IRON FENCE —
	— BARBED WIRE —
	— EDGE OF ASPHALT —
	— EDGE OF GRAVEL —
	— CONCRETE —
	— COVERED AREA —

EXCEPTIONS:
NOTE: This survey is made in conjunction with the information provided by the client. CBG Surveying, Inc. has not researched the land title records for the existence of easements, restrictive covenants or other encumbrances.

NOTE
THERE IS SIGNIFICANT GAP BETWEEN FORM BOARDS. IT IS UP TO BUILDER TO VERIFY IF THIS IS ACCEPTABLE

REVISED SURVEY
ADDED NEW ADDRESS - OM 03/20/18

NOTE
PLOT PLAN APPEARS TO HAVE EASEMENTS AND/OR BUILDING LINES SHOWN. HOWEVER, PLOT PLAN DOES NOT DIMENSION OR LABEL APPARENT EASEMENTS/BUILDING LINES. BUILDER IS TO VERIFY IF INFORMATION SHOWN HEREON IS ACCEPTABLE.

NOTES:
BEARINGS, EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.

FLOOD NOTE: According to the F.I.R.M. No. 48181C0275F, this property does lie in Zone X and DOES NOT lie within the 100 year flood zone.

NOTE: This survey is made in conjunction with the information provided by the client. CBG Surveying, Inc. has not researched the land title records for the existence of easements, restrictive covenants or other encumbrances.

This survey is made in conjunction with the information provided by the Knight Construction. Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. This is to certify that I have on this date made a careful and accurate survey on the ground of the subject property. The plat hereon is a correct and accurate representation of the property lines and dimensions as as indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, there are no visible and apparent encroachments or protrusions on the ground.

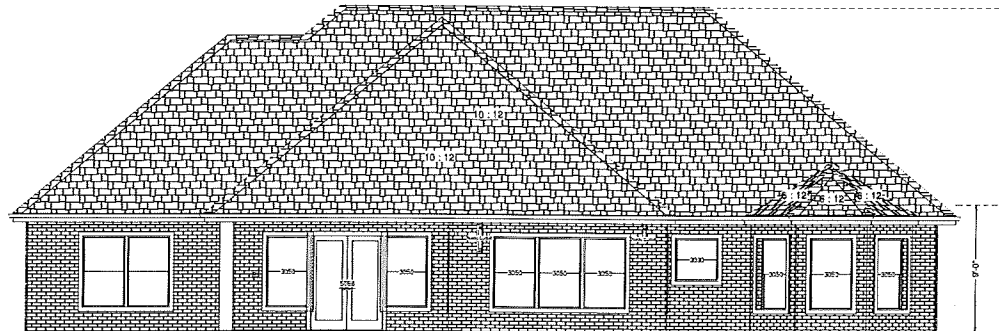
Accepted by: _____
Date: _____ Purchaser
Purchaser

Drawn By: OM
Scale: 1" = 20'
Date: 08/16/17
GF NO.: N/A
Job No. 1619596-01

12025 Shiloh Road,
Ste. 230
Dallas, TX 7522
P 214.349.9485
F 214.349.2216
Firm No. 10168
www.cbgsurveying.com



FRONT ELEVATION



REAR ELEVATION

FRONT/REAR ELEVATIONS

SCALE: 1/4" = 1'



PLAN NO.

2175

DATE

12/9/2016

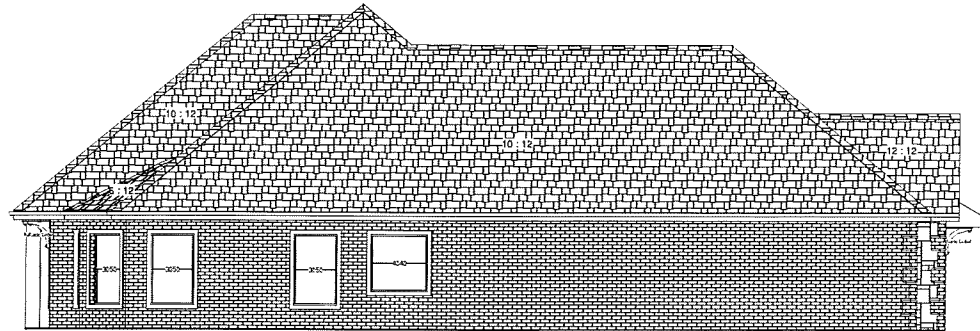
PHD

PESKUSKI HOME DESIGN
DALLAS, TEXAS
PHONE: (469) 984-9056 FAX: (972) 776-4538

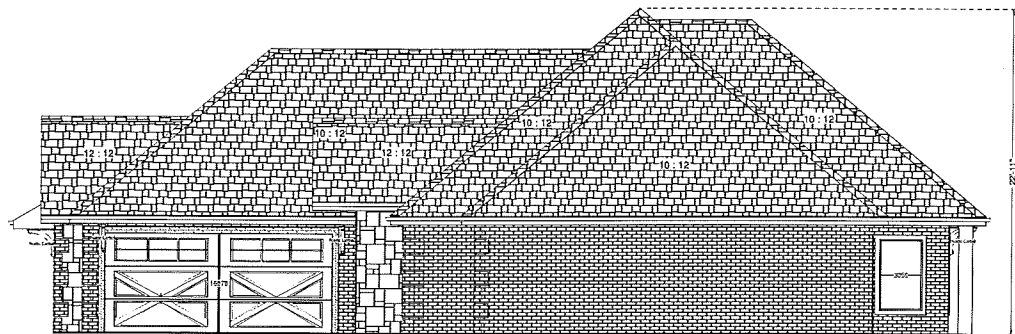
PRESTONWOOD VILLAGE
CLASSICS I - BLOCK 11 - LOT 13
222 PRESTON CLUB DRIVE
SHERMAN, TX
3218

SHEET

A-3



LEFT ELEVATION



RIGHT ELEVATION

LEFT/RIGHT ELEVATIONS

SCALE: 1/4" = 1'



PLAN NO.

2175

DATE

12/9/2016

PHD

PESKUSKI HOME DESIGN
DALLAS, TEXAS
PHONE: (972) 988-6956 FAX: (972) 578-8538

PRESTONWOOD VILLAGE
CLASSICS I - BLOCK II - LOT 13
992 PRESTON CLUB DRIVE
3218 SHERMAN, TX

SHEET

A-4

STAFF REVIEW LETTER

April 11, 2018

Rossi Realty
6912 Branch Trail
Frisco, TX 75035

Josh Knight
5100 W. Eldorado, Ste. 102
McKinney, TX 75070

Andrew Miller
138 Country View Circle
Pottsboro, TX 75076

CBG Surveying Inc.
12025 Shiloh Road, Ste. 230
Dallas, TX 75228

Dear Applicants,

The request for a zone change from an R-A (Single Family Agricultural) District to an R-1 (One Family Residential) District and variance to allow a 23' 5" front setback and a 12' 7" rear setback in lieu of the required 25' in an R-1 (One Family Residential) District for the property located at 3218 Preston Club Drive has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 17, 2018 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the R-1 (One Family Residential) District, the fence ordinance and the Residential Tree and Landscaping Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Parking shall be provided for one space per bedroom; a parking space is considered to be 9'x20.
4. Parking is permitted on paved surfaces only (concrete or asphalt).
5. Review the zoning and development ordinance for additional requirements.
6. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

7. New drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from the City of Sherman Engineering Department.
8. Show 12' Utility Easement along rear of property.

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

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

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

Respectfully,



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

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



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

Agenda Item No. 16.

Meeting Date: 04/17/2018

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

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Joe Gilbert, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

3218 PRESTON CLUB DRIVE

The request of Rossi Realty LLC (Owner) Josh Knight (General Contractor) and CBG Surveying, Inc. (Surveyor) concerning the property at 3218 Preston Club Drive, being Lot13R, Block 11, Preston Club , The Legends, Phase 1, Replat Lots 11, 12 & 13, Block 11, as follows;

Planning and Zoning Commission

Zone change and site plan approval under Ordinance No. 2280, Section 12, from an R-A (Single Family Agricultural) District to an R-1 (One Family Residential) District.

Board of Adjustments

Variance under Ordinance No. 2280, Section 6.2, Subsection (1) to allow a 23' 5" front setback and a 12' 7" rear setback in lieu of the required 25' in an R-1 (One Family Residential) District.

Background:

The property is located at 3218 Preston Club Drive in the Preston Club Subdivision off U.S. Highway 82 West. The property was annexed into the City, May 22, 2017 as an R-A (Single Family Agricultural) District. The owner is currently constructing a new residential dwelling on the lot, 23' 5" from the front property line and 12' 7" from the rear property line.

Adjacent Zoning:

R-A (Single Family Agricultural) District

Origination:

Rossi Realty LLC (Owner)
Josh Knight (General Contractor)
CBG Surveying, Inc. (Surveyor)

Master Plan Designation:

Not included in Master Plan

Number of notices mailed:

15

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Elevations

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.7.

Meeting Date: 05/07/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6117

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 3315 Preston Club Drive, being Lot 12, Preston Club, The Legends, Phase 3 (Rossi Realty, LLC, Owners; Josh Knight, General Contractor, and CBG Surveying, Inc., Surveyor)

Issue:

To consider the request of Rossi Realty, LLC (Owners), Josh Knight (General Contractor), and CBG Surveying, Inc. (Surveyor) concerning the property at 3315 Preston Club Drive, being Lot 12, Preston Club, The Legends, Phase 3, for a zone change from an R-A (Single Family Agricultural) District to an R-1 (One Family Residential) District

Background:

The property is located at 3315 Preston Club Drive in the Preston Club Subdivision off U.S. Highway 82 West. The property was annexed into the City on May 22, 2017 as an R-A (Single Family Agricultural) District. The owners are currently constructing a new residential dwelling on the lot.

Origination:

Rossi Realty, LLC (Owners)
Josh Knight (General Contractor)
CBG Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 17, 2018 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6117

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Building Elevations

Staff Review Letter

P&Z Communication

Letter from William & Sharon White

ORDINANCE NO. 6117

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 3315 PRESTON CLUB DRIVE, BEING LOT 12, PRESTON CLUB, THE LEGENDS, PHASE 3 (ROSSI REALTY, LLC, OWNERS; JOSH KNIGHT, GENERAL CONTRACTOR; AND CBG SURVEYING, INC., SURVEYOR); PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, the following described property shall be in the R-1 (One Family Residential) District at 3315 Preston Club Drive, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 12, Preston Club, The Legends, Phase 3

SECTION 2. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 12, Ordinance No. 2280.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. 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 _____, 2018.

ADOPTED on this the _____ day of _____, 2018.

EFFECTIVE DATE on this the _____ day of _____, 2018.

CITY OF SHERMAN, TEXAS

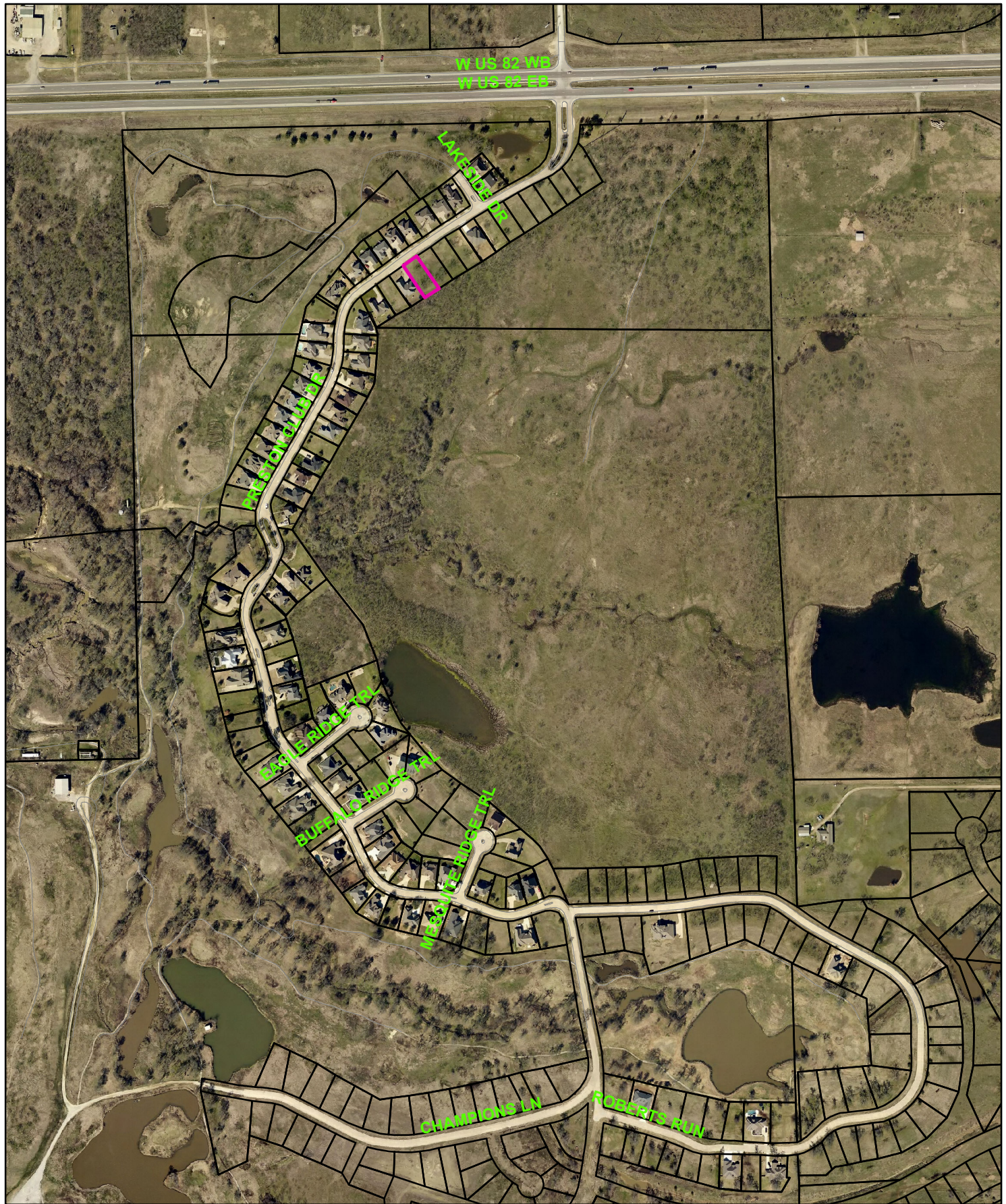
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



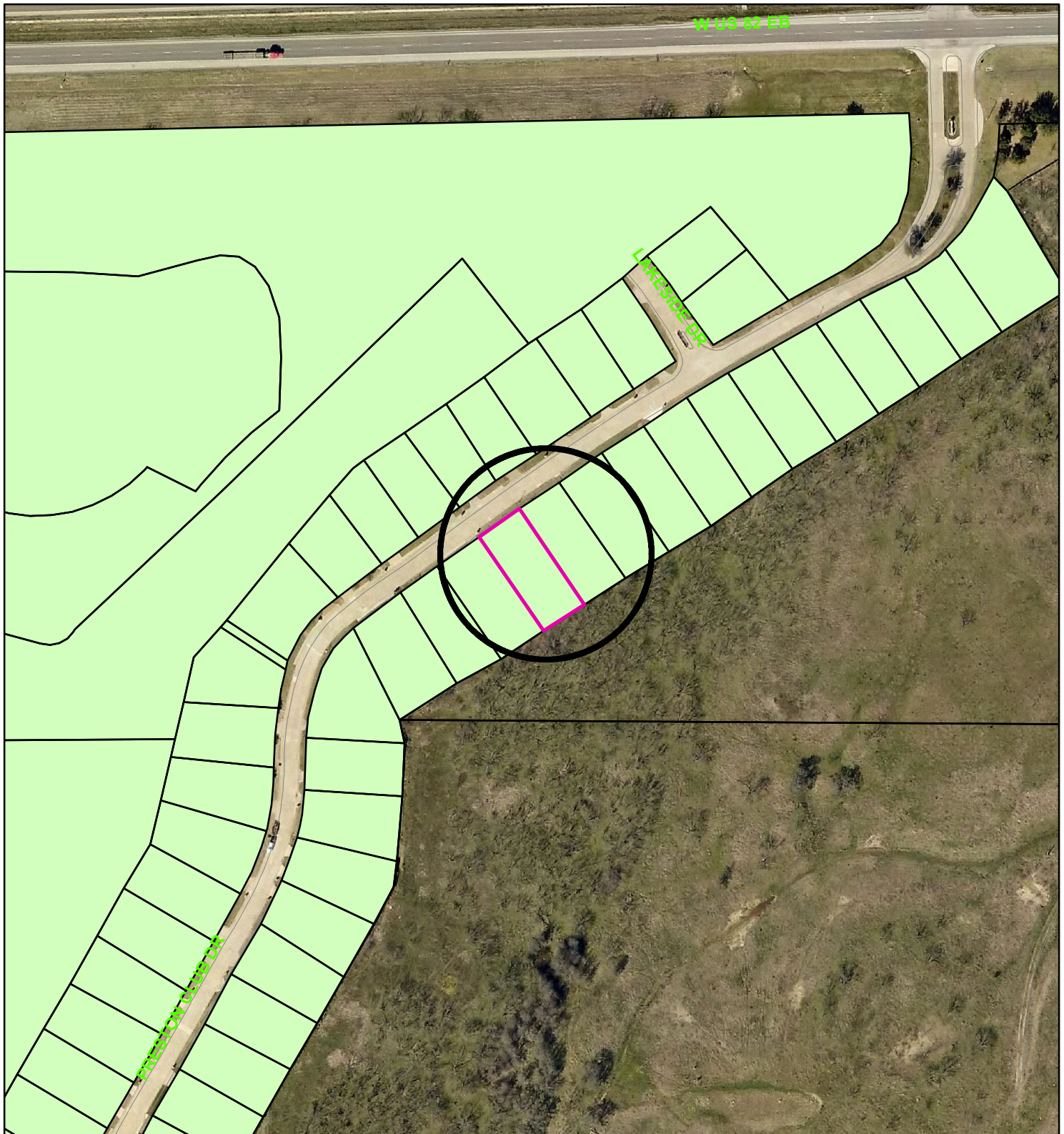
3315 Preston Club Drive



NOT TO SCALE

1 in = 500 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 3315 Preston Club Drive

Legend

Special Districts Overlay DISTRICT_NAME

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

Representation: ShermGIS.DBO.TransportationCorridor_Rep

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

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



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 180 ft

3315 Preston Club Drive



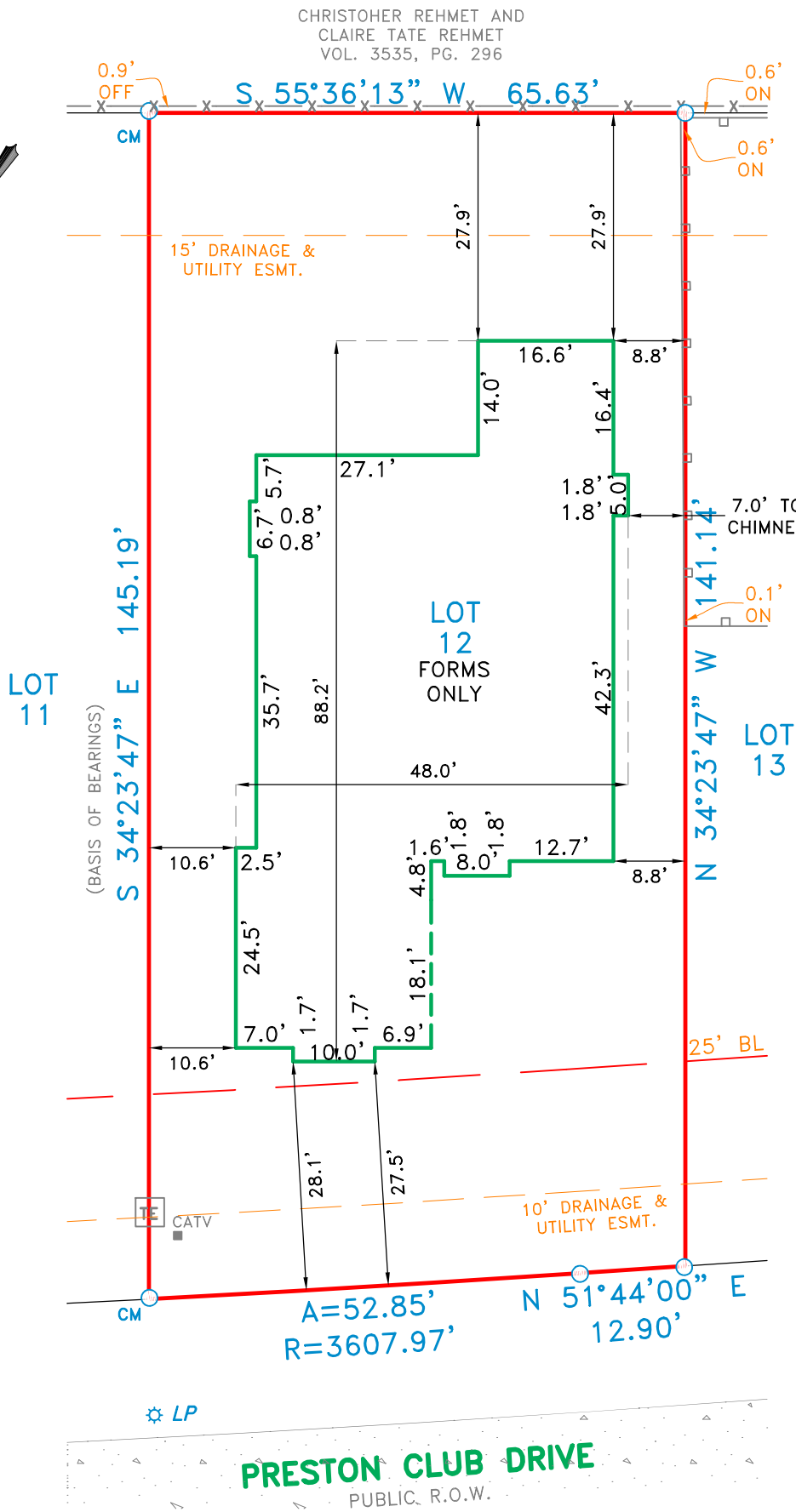
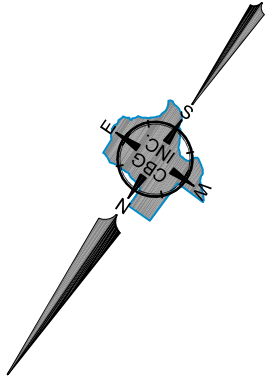


3315 Preston Club Drive

Being Lot 12, of Preston Club, The Legends, Phase 3, an Addition to Grayson County, Texas, according to the Map/Plat thereof, as recorded in Volume 17, Page 4, of the Map and/or Plat Records of Grayson County, Texas.

LEGEND

- 1/2" ROD FOUND
- ⊗ 1/2" ROD SET
- 1" PIPE FOUND
- ⊗ "X" FOUND/SET
- ⊗ 5/8" ROD FOUND
- ✦ POINT FOR CORNER
- FENCE POST FOR CORNER
- CM CONTROLLING MONUMENT
- AC AIR CONDITIONER
- PE POOL EQUIPMENT
- TE TRANSFORMER PAD
- COLUMN
- POWER POLE
- ▲ UNDERGROUND ELECTRIC
- △ OVERHEAD ELECTRIC
- OHP— OVERHEAD ELECTRIC POWER
- OES— OVERHEAD ELECTRIC SERVICE
- CHAIN LINK
- WOOD FENCE 0.5' WIDE TYPICAL
- IRON FENCE
- X— BARBED WIRE
- DOUBLE SIDED WOOD FENCE
- //— EDGE OF ASPHALT
- ▲— EDGE OF GRAVEL
- CONCRETE
- COVERED AREA



EXCEPTIONS:

NOTE: This survey is made in conjunction with the information provided by the client. CBG Surveying, Inc. has not researched the land title records for the existence of easements, restrictive covenants or other encumbrances.

NOTE

THERE IS SIGNIFICANT GAP BETWEEN FORM BOARDS. IT IS UP TO BUILDER TO VERIFY IF THIS IS ACCEPTABLE

NOTE

THIS SURVEY DOES NOT MATCH PLOT PLAN PROVIDED BY BUILDER. BUILDER IS TO VERIFY WHETHER INFORMATION SHOWN HEREON IS ACCEPTABLE.

NOTE

PLOT PLAN APPEARS TO HAVE EASEMENTS AND/OR BUILDING LINES SHOWN. HOWEVER, PLOT PLAN DOES NOT DIMENSION OR LABEL APPARENT EASEMENTS/BUILDING LINES. BUILDER IS TO VERIFY IF INFORMATION SHOWN HEREON IS ACCEPTABLE.

Date: _____

Accepted by: _____

Purchaser

Purchaser

NOTES:

NOTE: BEARINGS, EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.

FLOOD NOTE: According to the F.I.R.M. No. _____, this property does lie in Zone ____ and _____ lie within the 100 year flood zone.

This survey is made in conjunction with the information provided by Knight Construction. Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. This is to certify that I have on this date made a careful and accurate survey on the ground of the subject property. The plat hereon is a correct and accurate representation of the property lines and dimensions are as indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, there are no visible and apparent encroachments or protrusions on the ground.

Drawn By: OM

Scale: 1" = 20'

Date: 08/16/17

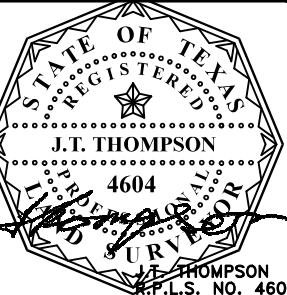
GF No.:

GFN

Job No. 1718785



12025 Shiloh Road, Ste. 230
Dallas, TX 75228
P 214.349.9485
F 214.349.2216
Firm No. 10168800
www.cbginctx.com

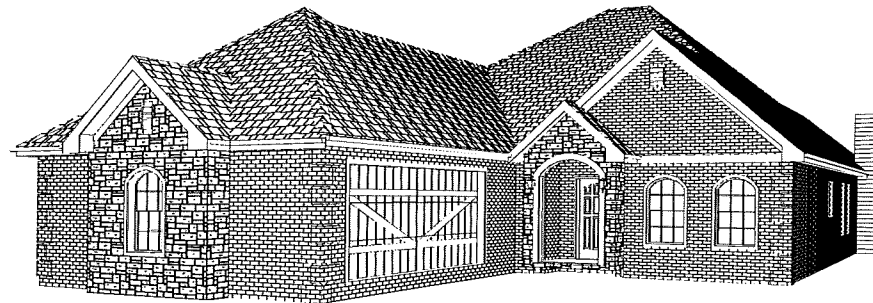




REAR ELEVATION



FRONT ELEVATION



FRONT/REAR ELEVATIONS

SCALE: 1/4" = 1'



PLAN NO.

2239

DATE

2/24/2017

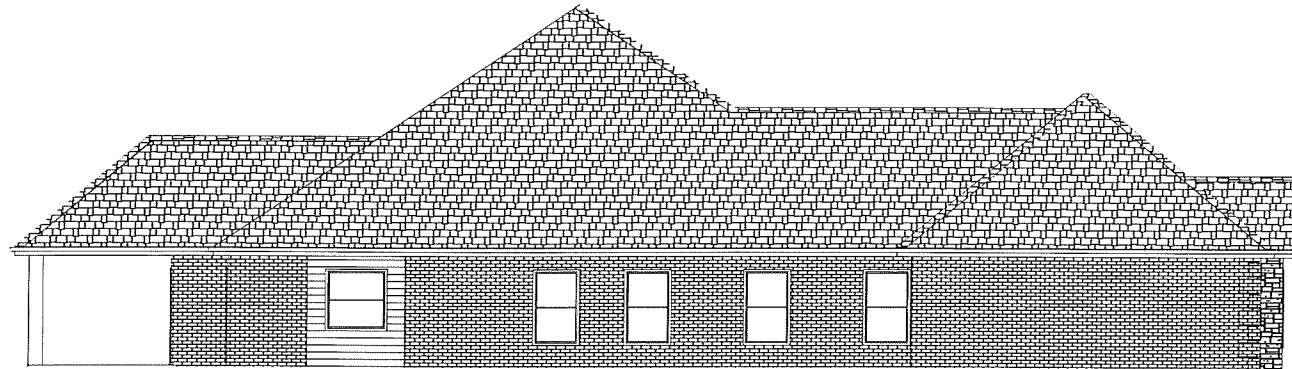
PHD

PESKUSKI HOME DESIGN
DALLAS, TEXAS
PHONE: (409) 884-6956 FAX: (972) 574-6238

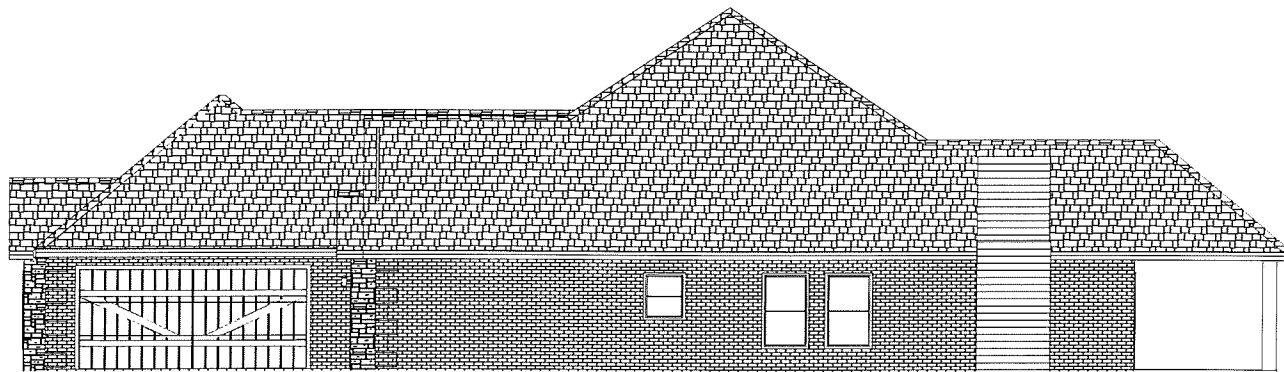
PRESTONWOOD VILLAGE
3315 LEGENDS III - LOT 12
205 PRESTON CLUB DRIVE
SHERMAN, TX

SHEET

A-3



LEFT ELEVATION



RIGHT ELEVATION

LEFT/RIGHT ELEVATIONS

SCALE: 1/4" = 1'



PLAN NO.

2239

DATE

2/24/2017

PHD

PESKUSKI HOME DESIGN
DALLAS, TEXAS

PHONE: (409) 988-8066 FAX: (972) 478-9838

PRESTONWOOD VILLAGE
33 1/5 LEGENDS III - LOT 12
2009 PRESTON CLUB DRIVE
SHERMAN, TX

SHEET

A-4

STAFF REVIEW LETTER

April 11, 2018

Rossi Realty
6912 Branch Trail
Frisco, TX 75035

Josh Knight
5100 W. Eldorado, Ste. 102
McKinney, TX 75070

Andrew Miller
138 Country View Circle
Pottsboro, TX 75076

CBG Surveying Inc.
12025 Shiloh Road, Ste. 230
Dallas, TX 75228

Dear Applicants,

The request for a zone change from an R-A (Single Family Agricultural) District to an R-1 (One Family Residential) District for the property located at 3315 Preston Club Drive has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 17, 2018 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the R-1 (One Family Residential) District, the fence ordinance and the Residential Tree and Landscaping Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Parking shall be provided for one space per bedroom; a parking space is considered to be 9'x20.
4. Parking is permitted on paved surfaces only (concrete or asphalt).
5. Review the zoning and development ordinance for additional requirements.
6. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

7. New drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from the City of Sherman Engineering Department.

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

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

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

Respectfully,



Scott Shadden

Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



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

Agenda Item No. 17.

Meeting Date: 04/17/2018

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

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Joe Gilbert, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

3315 PRESTON CLUB DRIVE

The request of Rossi Realty LLC (Owner) Josh Knight (General Contractor) and CBG Surveying, Inc. (Surveyor) concerning the property at 3315 Preston Club Drive, being Lot 12, Preston Club, The Legends, Phase 3, as follows;

Planning and Zoning Commission

Zone change and site plan approval under Ordinance No. 2280, Section 12, from an R-A (Single Family Agricultural) District to an R-1 (One Family Residential) District.

Background:

The property is located at 3315 Preston Club Drive in the Preston Club Subdivision off U.S. Highway 82 West. The property was annexed into the City, May 22, 2017 as an R-A (Single Family Agricultural) District. The owner is currently constructing a new residential dwelling on the lot and would like to change the zoning on the property to an R-1 (One Family Residential) District.

Adjacent Zoning:

R-A (Single Family Agricultural) District

Origination:

Rossi Realty LLC (Owner)
Josh Knight (General Contractor)
CBG Surveying, Inc. (Surveyor)

Master Plan Designation:

Not included in Master Plan

Number of notices mailed:

14

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Elevations

Letter from William & Sharon White

Staff Review Letter

**PLANNING AND ZONING BOARD
BUILDING INSPECTION DEPARTMENT**

Telephone: (903) 892-7229

FAX: (903) 892-7274

RECEIVED

APR 05 2018

March 30, 2018 William & Sharon White
2004 Evergreen
Idabel, OK 74745

The Planning and Zoning Commission of the City of Sherman will hold a public hearing on the day of Tuesday, April 17, 2018 at 5:00 P.M. in the City Council Chambers, at 220 W. Mulberry, to hear the request of:

Rossi Realty LLC (Owner) Josh Knight (General Contractor) and CBG Surveying, Inc. (Surveyor) concerning the property at 3315 Preston Club Drive, being Lot 12, Preston Club, The Legends, Phase 3

The request is as follows:

Planning and Zoning Commission

Zone change and site plan approval under Ordinance No. 2280, Section 12, from an R-A (Single Family Agricultural) District to an R-1 (One Family Residential) District.

As a property owner within two hundred feet (200') of this property, you are invited to attend. You are not required to be present, but all interested parties wishing to speak should appear at the time and place stated above. If you can not attend the public hearing, but wish to have your views presented to the Board, you may do so in the space provided below or by a separate letter and mailed to:

Scott Shadden
Secretary, Planning and Zoning Board
P.O. Box 1106
Sherman, Texas 75091-1106


Secretary, Planning & Zoning Board

We support this completely.

Unless this notice is delivered in an envelope that has the "City of Sherman" logo and is affixed with postage as required by the U.S. Postal Service, it is NOT an official notice sent to you by the City of Sherman.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.8.

Meeting Date: 05/07/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6118

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 3323 Preston Club Drive, being Lot 10, Preston Club, The Legends, Phase 3 (Rossi Realty, LLC, Owners; Josh Knight, General Contractor; and CBG Surveying, Inc., Surveyor)

Issue:

To consider the request of Rossi Realty, LLC (Owners), Josh Knight (General Contractor), and CBG Surveying, Inc. (Surveyor) concerning the property at 3323 Preston Club Drive, being Lot 10, Preston Club, The Legends, Phase 3, for a zone change from an R-A (Single Family Agricultural) District to an R-1 (One Family Residential) District

Background:

The property is located at 3323 Preston Club Drive in the Preston Club Subdivision off U.S. Highway 82 West. The property was annexed into the City on May 22, 2017 as an R-A (Single Family Agricultural) District. The owners are currently constructing a new residential dwelling on the lot.

Origination:

Rossi Realty, LLC (Owners)
Josh Knight (General Contractor)
CBG Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 17, 2018 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6118

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Building Elevations

Staff Review Letter

P&Z Communication

Letter from William & Sharon White

ORDINANCE NO. 6118

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 3323 PRESTON CLUB DRIVE, BEING LOT 10, PRESTON CLUB, THE LEGENDS, PHASE 3 (ROSSI REALTY, LLC, OWNERS; JOSH KNIGHT, GENERAL CONTRACTOR; AND CBG SURVEYING, INC., SURVEYOR); PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, the following described property shall be in the R-1 (One Family Residential) District at 3323 Preston Club Drive, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 10, Preston Club, The Legends, Phase 3

SECTION 2. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 12, Ordinance No. 2280.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. 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 _____, 2018.

ADOPTED on this the _____ day of _____, 2018.

EFFECTIVE DATE on this the _____ day of _____, 2018.

CITY OF SHERMAN, TEXAS

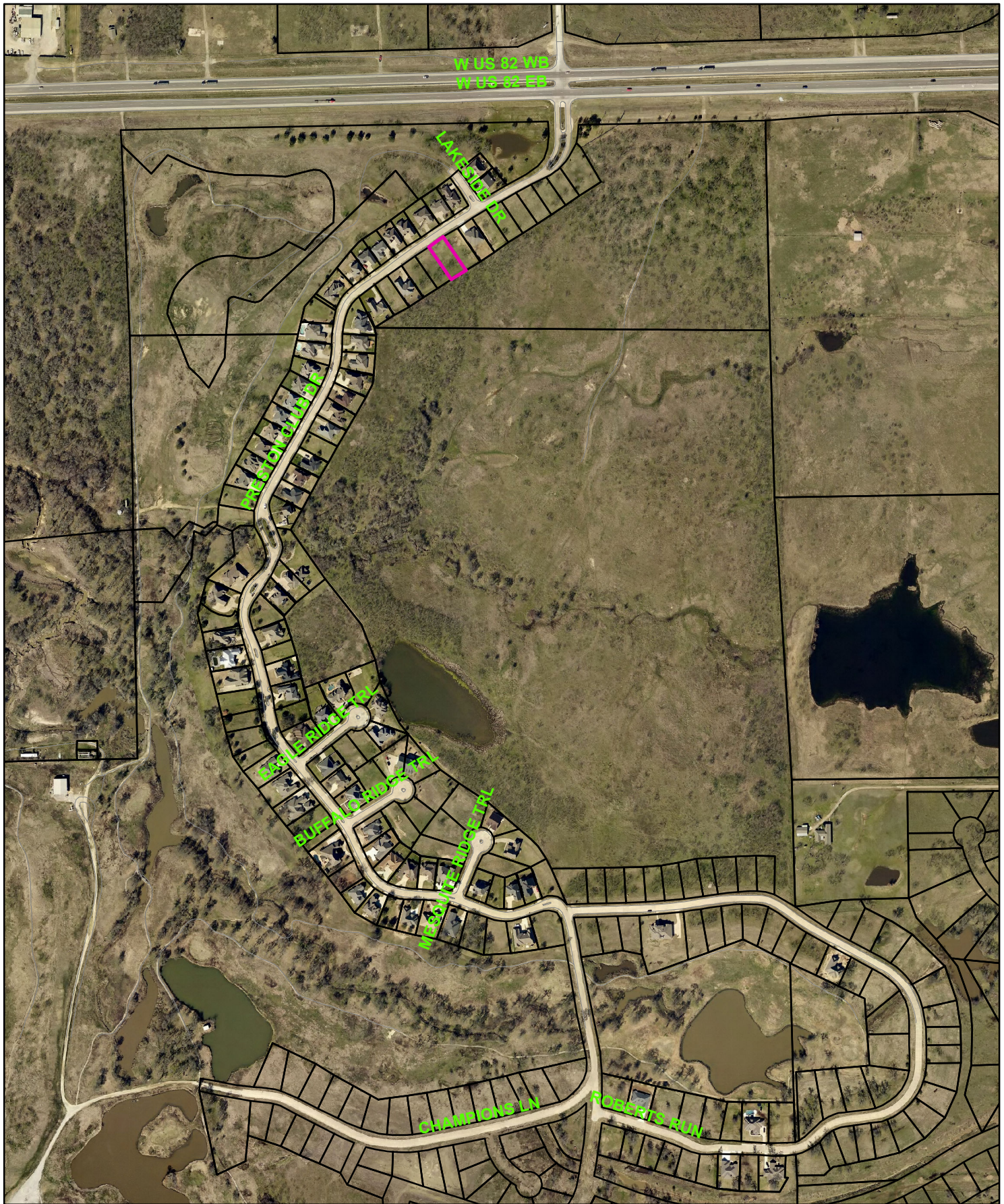
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



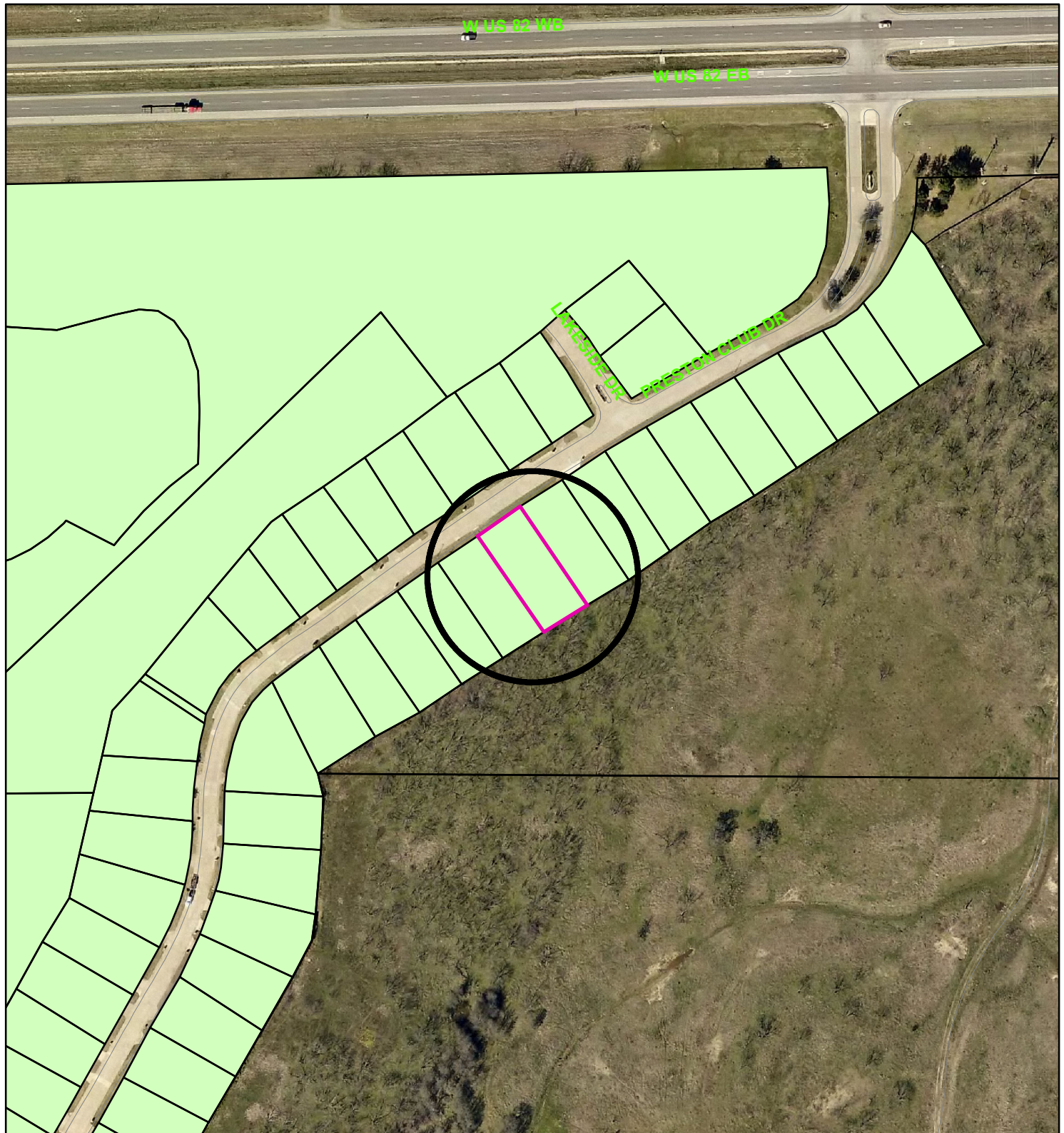
3323 Preston Club Drive



NOT TO SCALE

1 in = 500 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 3323 Preston Club Drive

Legend

Special Districts Overlay

DISTRICT_NAME

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

Representation: ShermGIS.DBO.TransportationCorridor_Rep

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

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



City of Sherman, Texas
Developmental Services Department

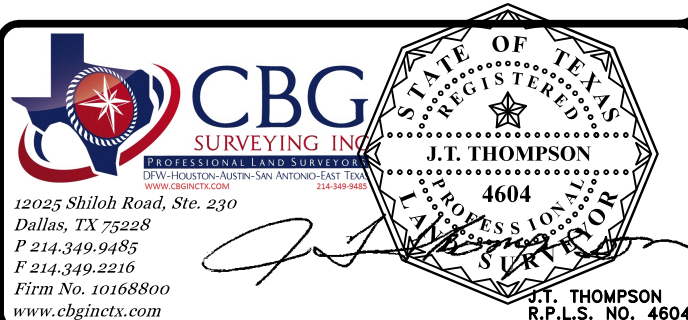


NOT TO SCALE

1 in = 180 ft

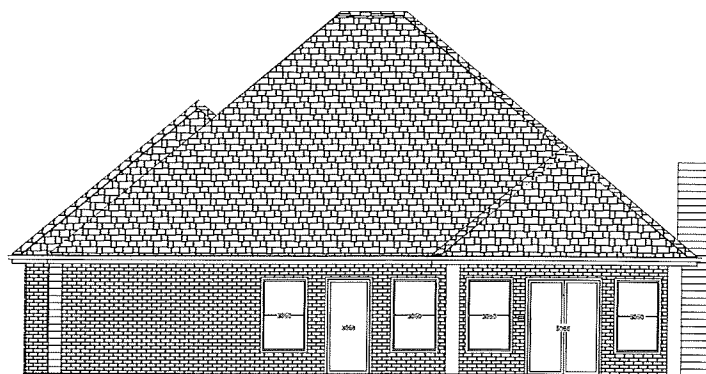
3323 Preston Club Drive







FRONT ELEVATION



REAR ELEVATION

FRONT/REAR ELEVATIONS

SCALE: 1/4" = 1'



PLAN NO.

2239

DATE

12/8/2016

PHD

PESKUSKI HOME DESIGN

DALLAS, TEXAS

PHONE: (469) 686-0060 FAX: (972) 575-0538

PRESTONWOOD VILLAGE

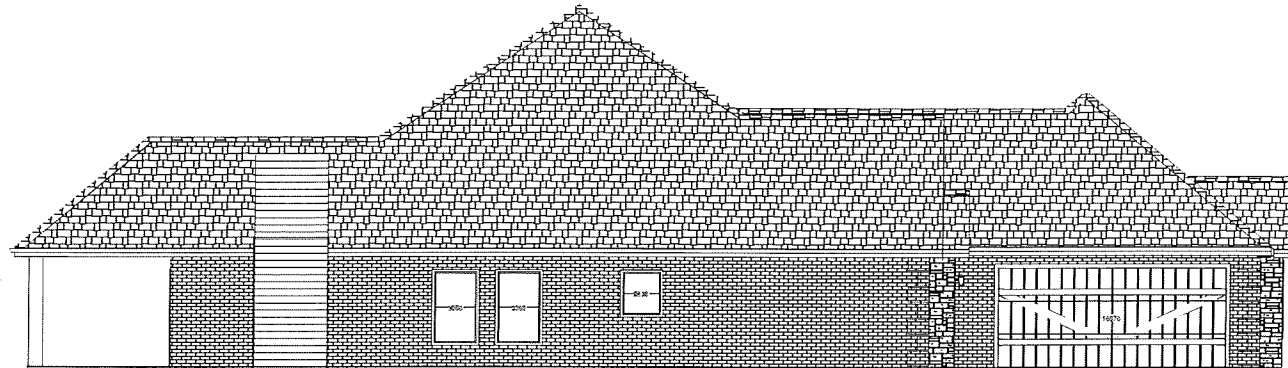
LEGENDS III - LOT 10

203 PRESTON CLUB DRIVE
SHERMAN, TX

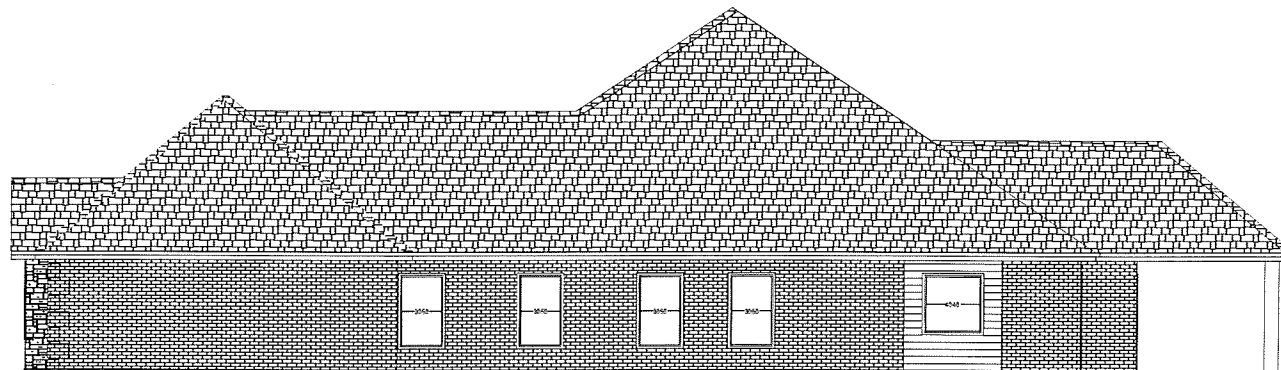
203
3333

SHEET

A-3



LEFT ELEVATION



RIGHT ELEVATION

LEFT/RIGHT ELEVATIONS

SCALE: 1/4" = 1'



PLAN NO.

2239

DATE

12/8/2016

PHD

PESKUSKI HOME DESIGN
DALLAS, TEXAS
PHONE: (469) 684-8056 FAX: (972) 374-9338

PRESTONWOOD VILLAGE
LEGENDS III - LOT 10
2015 PRESTON CLUB DRIVE
3323 SHERMAN, TX

SHEET

A-4

STAFF REVIEW LETTER

April 11, 2018

Rossi Realty
6912 Branch Trail
Frisco, TX 75035

Andrew Miller
138 Country View Circle
Pottsboro, TX 75076

Josh Knight
5100 W. Eldorado, Ste. 102
McKinney, TX 75070

CBG Surveying Inc.
12025 Shiloh Road, Ste. 230
Dallas, TX 75228

Dear Applicants,

The request for a zone change from an R-A (Single Family Agricultural) District to an R-1 (One Family Residential) District and variance to allow a 6' 3" side yard setback in lieu of the required 6' 5" in an R-1 (One Family Residential) District for the property located at 3323 Preston Club Drive has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 17, 2018 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the R-1 (One Family Residential) District, the fence ordinance and the Residential Tree and Landscaping Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Parking shall be provided for one space per bedroom; a parking space is considered to be 9'x20.
4. Parking is permitted on paved surfaces only (concrete or asphalt).
5. Review the zoning and development ordinance for additional requirements.
6. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

7. New drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from the City of Sherman Engineering Department.

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

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

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

Respectfully,



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

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



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

Agenda Item No. 19.

Meeting Date: 04/17/2018

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

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Joe Gilbert, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

3323 PRESTON CLUB DRIVE

The request of Rossi Realty LLC (Owner) Josh Knight (General Contractor) and CBG Surveying, Inc. (Surveyor) concerning the property at 3323 Preston Club Drive, being Lot 10, Preston Club, The Legends, Phase 3, as follows;

Planning and Zoning Commission

Zone change and site plan approval under Ordinance No. 2280, Section 12, from an R-A (Single Family Agricultural) District to an R-1 (One Family Residential) District.

Board of Adjustments

Variance under Ordinance No. 2280, Section 6.2, Subsection (1) to allow a 6' 3" side yard setback in lieu of the required 6' 5" in an R-1 (One Family Residential) District.

Background:

The property is located at 3323 Preston Club Drive in the Preston Club Subdivision off U.S. Highway 82 West. The property was annexed into the City, May 22, 2017 as an R-A (Single Family Agricultural) District. The owner is currently constructing a new residential dwelling on the lot, 6' 3" from the side property line in lieu of the required 6' 5".

Adjacent Zoning:

R-A (Single Family Agricultural) District

Origination:

Rossi Realty LLC (Owner)
Josh Knight (General Contractor)
CBG Surveying, Inc. (Surveyor)

Master Plan Designation:

Not included in Master Plan

Number of notices mailed:

14

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Elevations

Letter from William & Sharon White

Staff Review Letter

**PLANNING AND ZONING BOARD
BUILDING INSPECTION DEPARTMENT**

Telephone: (903) 892-7229

FAX: (903) 892-7274

RECEIVED

APR 05 2018

March 30, 2018

William & Sharon White
2004 Evergreen
Idabel, OK 74745

The Planning and Zoning Commission of the City of Sherman will hold a public hearing on the day of Tuesday, April 17, 2018 at 5:00 P.M. in the City Council Chambers, at 220 W. Mulberry, to hear the request of:

Rossi Realty LLC (Owner) Josh Knight (General Contractor) and CBG Surveying, Inc. (Surveyor) concerning the property at 3323 Preston Club Drive, being Lot 10, Preston Club, The Legends, Phase 3

The request is as follows:

Planning and Zoning Commission

Zone change and site plan approval under Ordinance No. 2280, Section 12, from an R-A (Single Family Agricultural) District to an R-1 (One Family Residential) District.

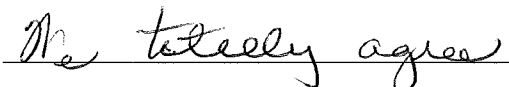
Board of Adjustments

Variance under Ordinance No. 2280, Section 6.2, Subsection (1) to allow a 6' 3" side yard setback in lieu of the required 6' 5" in an R-1 (One Family Residential) District.

As a property owner within two hundred feet (200') of this property, you are invited to attend. You are not required to be present, but all interested parties wishing to speak should appear at the time and place stated above. If you can not attend the public hearing, but wish to have your views presented to the Board, you may do so in the space provided below or by a separate letter and mailed to:

Scott Shadden
Secretary, Planning and Zoning Board
P.O. Box 1106
Sherman, Texas 75091-1106


Secretary, Planning & Zoning Board



Unless this notice is delivered in an envelope that has the "City of Sherman" logo and is affixed with postage as required by the U.S. Postal Service, it is NOT an official notice sent to you by the City of Sherman.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.9.

Meeting Date: 05/07/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6119

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 5010 Buffalo Ridge Trail, being Lot 8, Block 1, Preston Club, The Classics, Phase Two (Rossi Realty, LLC, Owners; Josh Knight, General Contractor; and CBG Surveying, Inc., Surveyor)

Issue:

To consider the request of Rossi Realty, LLC (Owner), Josh Knight (General Contractor), and CBG Surveying, Inc. (Surveyor) concerning the property at 5010 Buffalo Ridge Trail, being Lot 8, Block 1, Preston Club, The Classics, Phase Two, for a zone change from an R-A (Single Family Agricultural) District to an R-1 (One Family Residential) District

Background:

The property is located at 5010 Buffalo Ridge Trail in the Preston Club Subdivision off U.S. Highway 82 West. The property was annexed into the City on May 22, 2017 as an R-A (Single Family Agricultural) District. The owners are currently constructing a new residential dwelling on the lot.

Origination:

Rossi Realty, LLC (Owners)
Josh Knight (General Contractor)
CBG Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 17, 2018 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6119

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Building Elevations

Staff Review Letter

P&Z Communication

ORDINANCE NO. 6119

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 5010 BUFFALO RIDGE TRAIL, BEING LOT 8, BLOCK 1, PRESTON CLUB, THE CLASSICS, PHASE TWO (ROSSI REALTY, LLC, OWNERS; JOSH KNIGHT, GENERAL CONTRACTOR; AND CBG SURVEYING, INC., SURVEYOR); PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, the following described property shall be in the R-1 (One Family Residential) District at 5010 Buffalo Ridge Trail, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 8, Block 1, Preston Club, The Classics, Phase Two

SECTION 2. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 12, Ordinance No. 2280.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. 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 _____, 2018.

ADOPTED on this the _____ day of _____, 2018.

EFFECTIVE DATE on this the _____ day of _____, 2018.

CITY OF SHERMAN, TEXAS

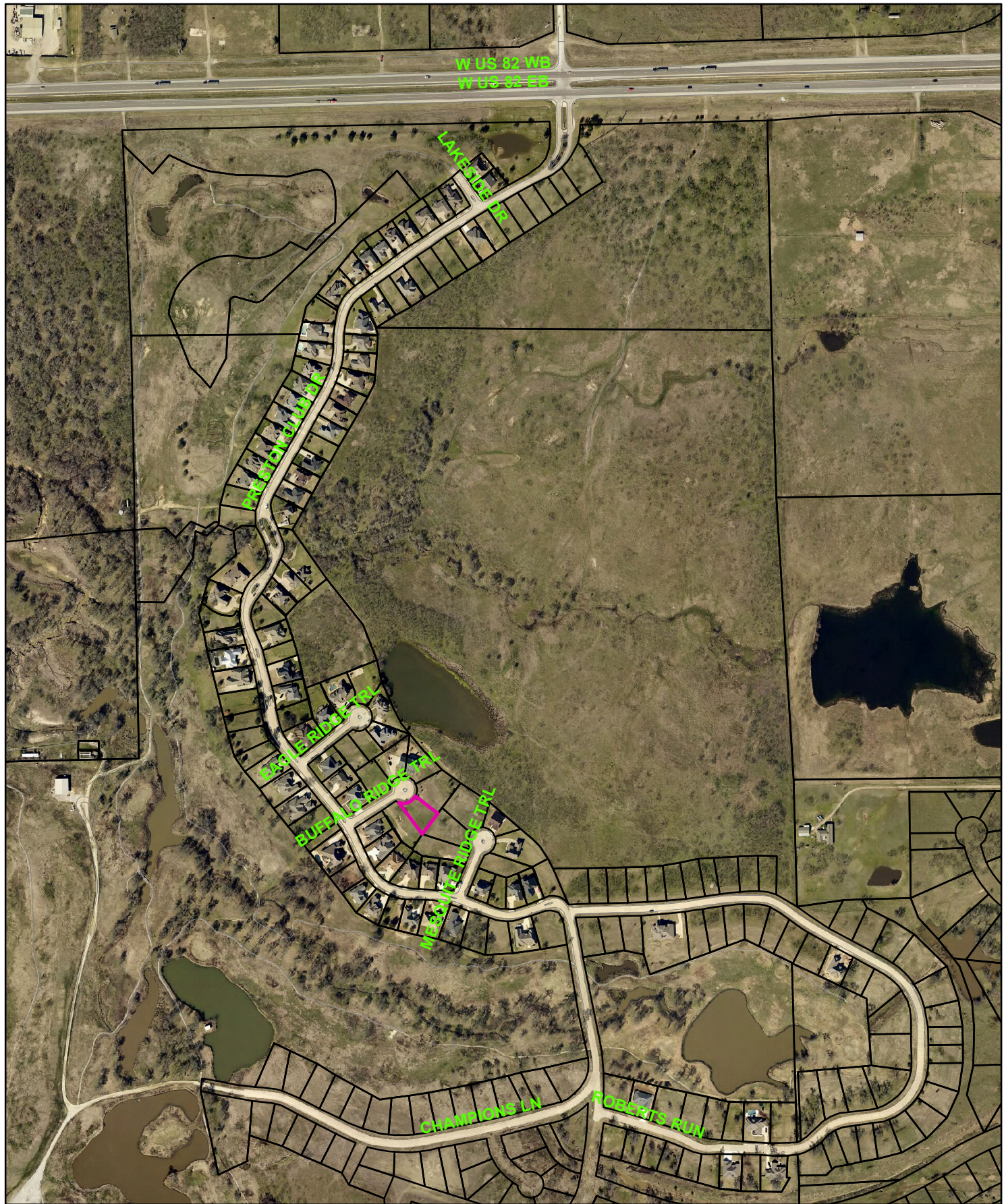
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

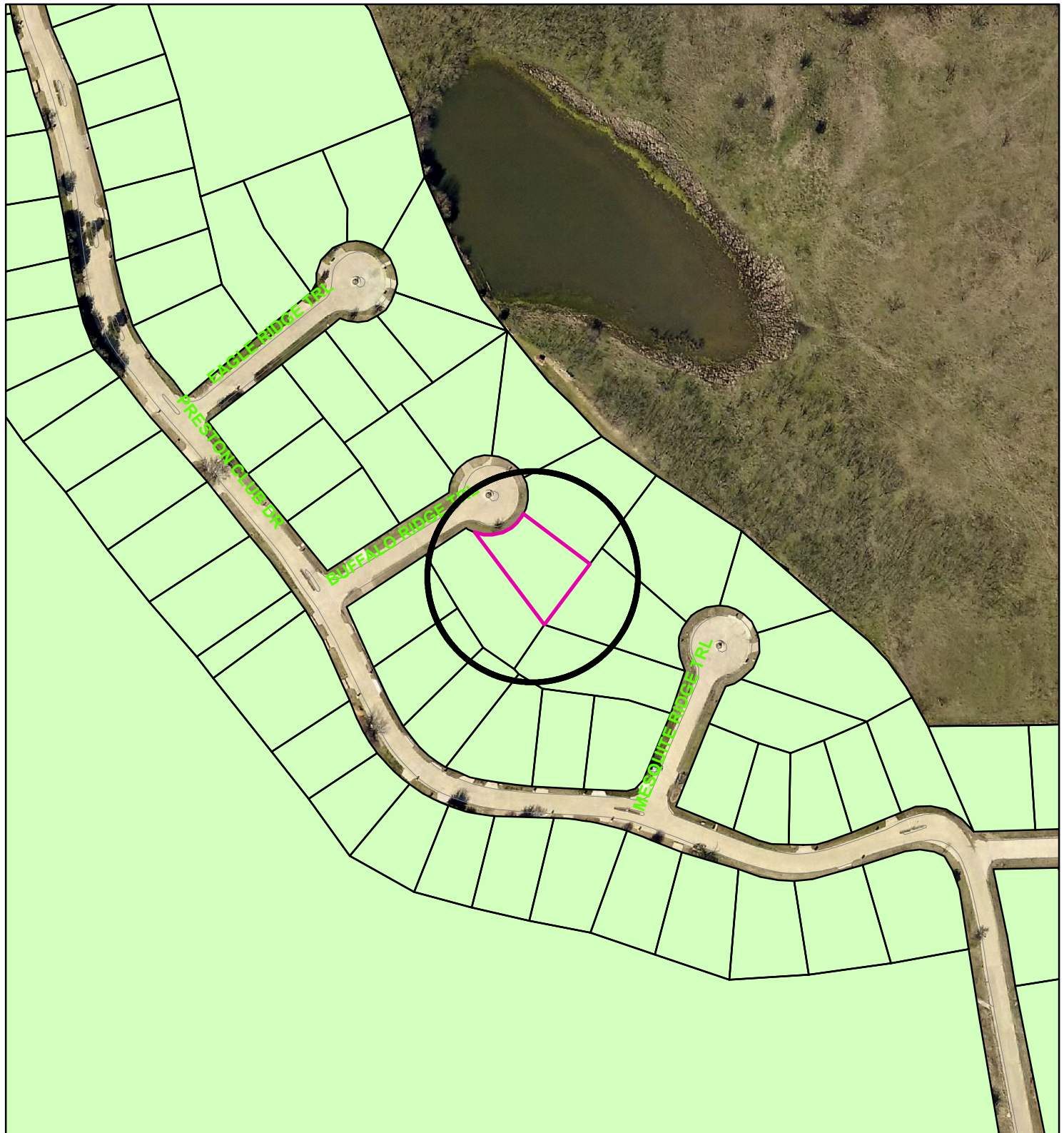


5010 Buffalo Ridge Trail



NOT TO SCALE

1 in = 500 ft



Zoning - 5010 Buffalo Ridge Trail

Legend

Special Districts Overlay

DISTRICT_NAME

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

Representation: ShermGIS.DBO.TransportationCorridor_Rep

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

Representation: ShermGIS.DBO.ZoningDistrict_Rep

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



City of Sherman, Texas
Developmental Services Department



1 in = 180 ft

5010 Buffalo Ridge Trail



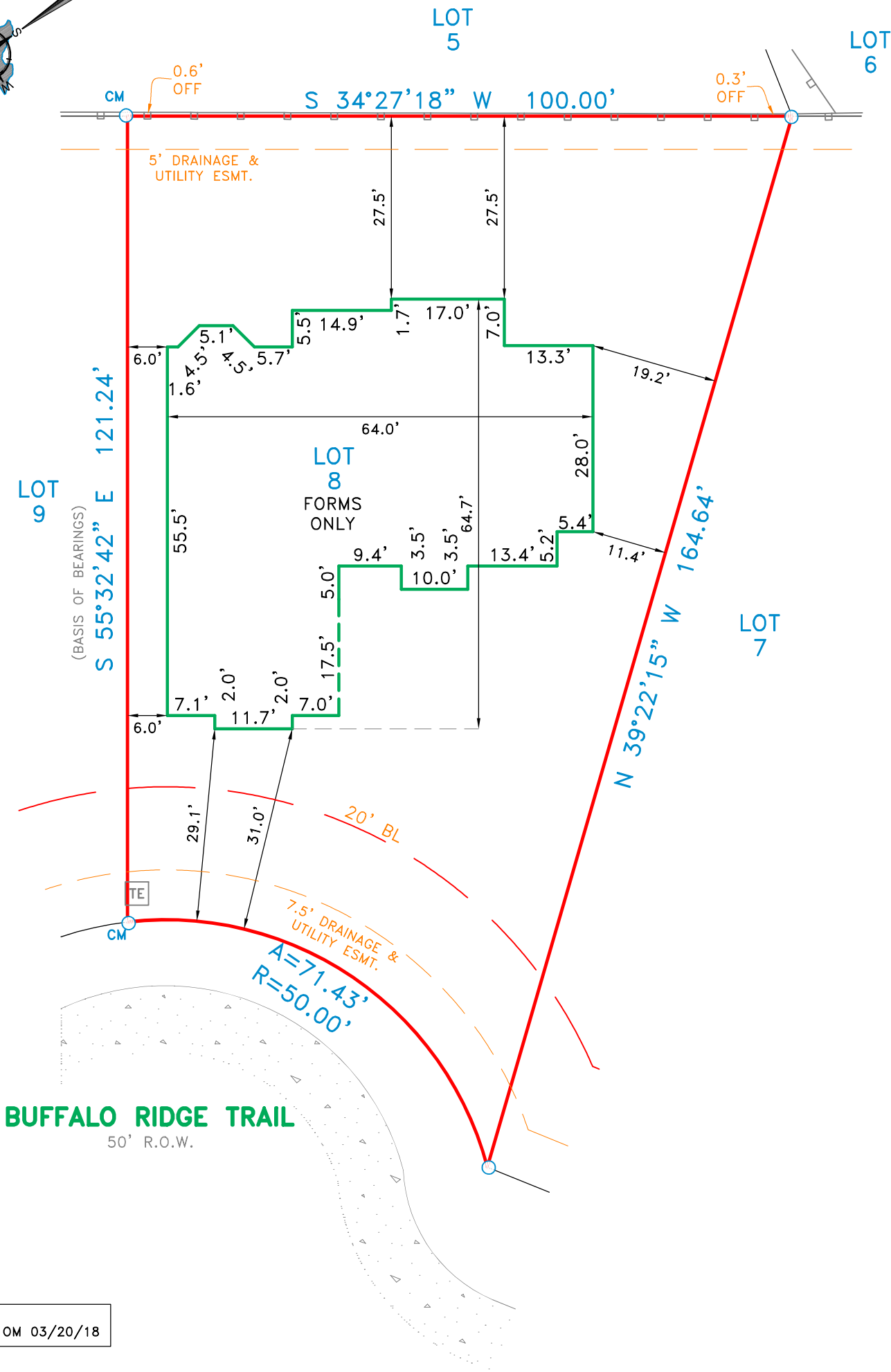
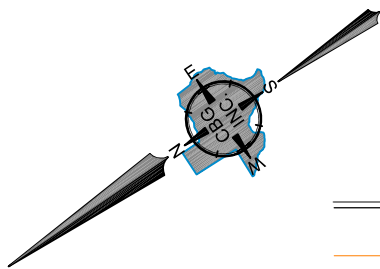


5010 Buffalo Ridge Trail

Being Lot 8, Block I, PRESTON CLUB THE CLASSICS – PHASE TWO, an Addition to Grayson County, Texas, according to the Map or Plat thereof recorded in Volume 14, Page 72, Plat Records, Grayson County, Texas.

LEGEND

- 1/2" ROD FOUND
- ⊗ 1/2" ROD SET
- 1" PIPE FOUND
- ⊗ "X" FOUND/SET
- ⊗ 5/8" ROD FOUND
- ✦ POINT FOR CORNER
- FENCE POST FOR CORNER
- CM CONTROLLING MONUMENT
- AC AIR CONDITIONER
- PE POOL EQUIPMENT
- TE TRANSFORMER PAD
- COLUMN
- POWER POLE
- ▲ UNDERGROUND ELECTRIC
- △ OVERHEAD ELECTRIC
- OHP— OVERHEAD ELECTRIC POWER
- OES— OVERHEAD ELECTRIC SERVICE
- CHAIN LINK
- WOOD FENCE 0.5' WIDE TYPICAL
- IRON FENCE
- X— BARBED WIRE
- DOUBLE SIDED WOOD FENCE
- //— EDGE OF ASPHALT
- ▲— EDGE OF GRAVEL
- CONCRETE
- COVERED AREA



REVISED SURVEY
ADDED NEW ADDRESS – OM 03/20/18

EXCEPTIONS:

NOTE: This survey is made in conjunction with the information provided by the client. CBG Surveying, Inc. has not researched the land title records for the existence of easements, restrictive covenants or other encumbrances.

NOTE

THERE IS SIGNIFICANT GAP BETWEEN FORM BOARDS. IT IS UP TO BUILDER TO VERIFY IF THIS IS ACCEPTABLE

NOTE

PLOT PLAN APPEARS TO HAVE EASEMENTS AND/OR BUILDING LINES SHOWN. HOWEVER, PLOT PLAN DOES NOT DIMENSION OR LABEL APPARENT EASEMENTS/BUILDING LINES. BUILDER IS TO VERIFY IF INFORMATION SHOWN HEREON IS ACCEPTABLE.

Date: _____

Accepted by: _____
Purchaser
Purchaser

NOTES:

NOTE: BEARINGS, EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.

FLOOD NOTE: According to the F.I.R.M. No. _____, this property does lie in Zone ___ and _____ lie within the 100 year flood zone.

This survey is made in conjunction with the information provided by Knight Construction. Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. This is to certify that I have on this date made a careful and accurate survey on the ground of the subject property. The plat hereon is a correct and accurate representation of the property lines and dimensions are as indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, there are no visible and apparent encroachments or protrusions on the ground.

Drawn By: OM

Scale: 1" = 20'

Date: 08/16/17

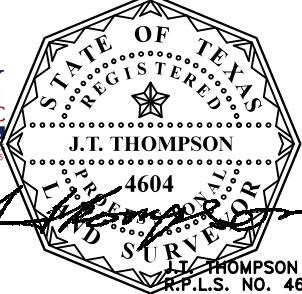
GF No.: GFN

Job No. 1718791



12025 Shiloh Road, Ste. 230
Dallas, TX 75228
P 214.349.9485
F 214.349.2216
Firm No. 10168800
www.cbginctx.com

CBG
SURVEYING INC.
PROFESSIONAL LAND SURVEYORS
DAV-HOUSTON-AUSTIN-SAN ANTONIO-EAST TEX
WWW.CBGINCTX.COM

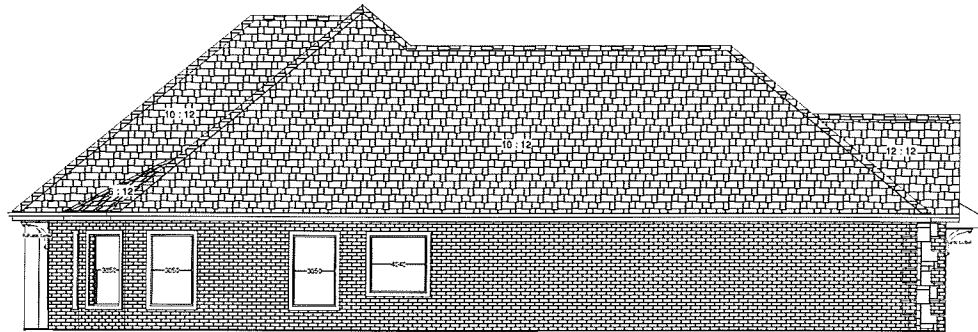




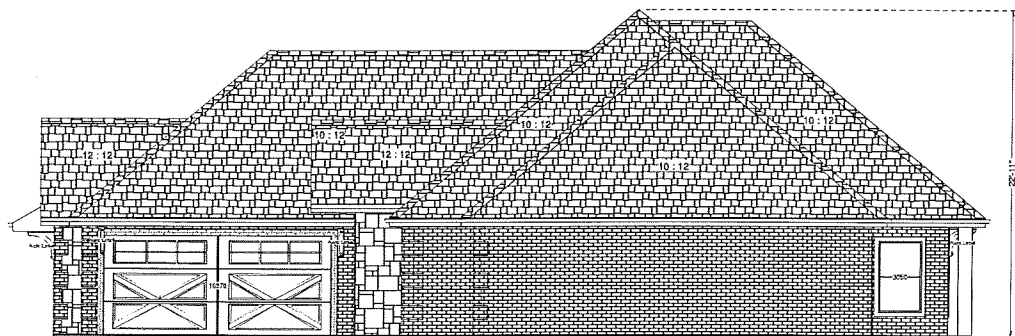
FRONT/REAR ELEVATIONS

1

A-3



LEFT ELEVATION



RIGHT ELEVATION

LEFT/RIGHT ELEVATIONS

SCALE: 1/4" = 1'



PLAN NO.

2175

DATE

2/24/2017

PHD

PESKUSKI HOME DESIGN
DALLAS, TEXAS
PHONE: (972) 664-6936 FAX: (972) 676-8238

PRESTONWOOD VILLAGE
CLASSICS II - BLOCK 1 - LOT 08
5010 ~~150~~ BUFFALO RIDGE
SHERMAN, TX

SHEET

A-4

STAFF REVIEW LETTER

April 11, 2018

Rossi Realty
6912 Branch Trail
Frisco, TX 75035

Josh Knight
5100 W. Eldorado, Ste. 102
McKinney, TX 75070

Andrew Miller
138 Country View Circle
Pottsboro, TX 75076

CBG Surveying Inc.
12025 Shiloh Road, Ste. 230
Dallas, TX 75228

Dear Applicants,

The request for a zone change from an R-A (Single Family Agricultural) District to an R-1 (One Family Residential) District and variance to allow a 6' side yard setback in lieu of the required 7'5" in an R-1 (One Family Residential) District for the property located at 5010 Buffalo Ridge Trail has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 17, 2018 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the R-1 (One Family Residential) District, the fence ordinance and the Residential Tree and Landscaping Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Parking shall be provided for one space per bedroom; a parking space is considered to be 9'x20.
4. Parking is permitted on paved surfaces only (concrete or asphalt).
5. Review the zoning and development ordinance for additional requirements.
6. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

7. New drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from the City of Sherman Engineering Department.

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

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

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

Respectfully,



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

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



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

Agenda Item No. 18.

Meeting Date: 04/17/2018

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

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Joe Gilbert, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

5010 BUFFALO RIDGE TRAIL

The request of Rossi Realty LLC (Owner) Josh Knight (General Contractor) and CBG Surveying, Inc. (Surveyor) concerning the property at 5010 Buffalo Ridge Trail, being Lot 8, Block 1, Preston Club, The Classics, Phase Two, as follows;

Planning and Zoning Commission

Zone change and site plan approval under Ordinance No. 2280, Section 12, from an R-A (Single Family Agricultural) District to an R-1 (One Family Residential) District.

Board of Adjustments

Variance under Ordinance No. 2280, Section 6.2, Subsection (1) to allow a 6' side yard setback in lieu of the required 7'5" in an R-1 (One Family Residential) District

Background:

The property is located at 5010 Buffalo Ridge Trail in the Preston Club Subdivision off U.S. Highway 82 West. The property was annexed into the City, May 22, 2017 as an R-A (Single Family Agricultural) District. The owner is currently constructing a new residential dwelling on the lot, 6' from the side property line.

Adjacent Zoning:

R-A (Single Family Agricultural) District

Origination:

Rossi Realty LLC (Owner)
Josh Knight (General Contractor)
CBG Surveying, Inc. (Surveyor)

Master Plan Designation:

Not included in Master Plan

Number of notices mailed:

14

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Elevations

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.10.

Meeting Date: 05/07/2018

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 6111, 6112, 6113, 6114, 6115, 6116, 6117, 6118 and 6119

Issue:

- C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6111**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Event Center in a C-2 (General Commercial) District/Central Business District at 124 North Walnut Street, being Lots 8 and 10, Block 3, OTP Sherman (Vanderveer Group, LLC, Owners; Sean Vanderveer, Representative); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00
- C. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6112**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Resale Shop in a C-1 (Retail Business) District at 220 North Sunset Boulevard, Suite A, being Lot 1, Block 1 and part of Block 2, of the Second Replat of part of Block 2 of the Replat of Westwood Village Subdivision (Westwood Village Retail, LLC, Owners; LaCinda Hollis, Hollis Unlimited, Tenant/Representative, and Helvey-Wagner Surveying, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00
- C. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6113**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-2 (Multi-Family Residential) District at 1305 South F.M. 1417 (Heritage Parkway), Tract 1: being 0.011 acres in the Elizabeth Jones Survey, Abstract No. 625, and Tract 2: being 0.070 acres in the Elizabeth Jones Survey, Abstract No. 625 (1305 S FM 1417 LP, Owners; Joe Gilbert, Representative; and Preston Trail Land Surveying, Surveyor)

- C. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6114**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-2 (Multi-Family Residential) District in the 2600-2700 blocks of South U.S. Highway 75, being 48.617 acres in the Preston Kitchen Survey, Abstract No. 667 and the Elizabeth Jones Survey, Abstract No. 625 (SSCGC Holdings, LLC, Owners; and Underwood Drafting and Surveying, Surveyor)
- C. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6115**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 2932 Preston Club Drive, being Lot 21, Block 1, Preston Club, The Classics Subdivision (Rossi Realty, LLC, Owners; Josh Knight, General Contractor, and CBG Surveying, Inc., Surveyor)
- C. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6116**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 3218 Preston Club Drive, being Lot 13R, Block 11, Preston Club, The Legends, Phase 1, Replat Lots 11, 12 & 13, Block 11 (Rossi Realty, LLC, Owners; Josh Knight, General Contractor, and CBG Surveying, Inc., Surveyor)
- C. 7. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6117**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 3315 Preston Club Drive, being Lot 12, Preston Club, The Legends, Phase 3 (Rossi Realty, LLC, Owners; Josh Knight, General Contractor, and CBG Surveying, Inc., Surveyor)
- C. 8. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6118**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 3323 Preston Club Drive, being Lot 10, Preston Club, The Legends, Phase 3 (Rossi Realty, LLC, Owners; Josh Knight, General Contractor; and CBG Surveying, Inc., Surveyor)
- C. 9. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6119**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 5010 Buffalo Ridge Trail, being Lot 8, Block 1, Preston Club, The Classics, Phase Two (Rossi Realty, LLC, Owners; Josh Knight, General Contractor; and CBG Surveying, Inc., Surveyor)
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.11.

Meeting Date: 05/07/2018

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. 4. * RESOLUTION NO. 6369

Authorizing Execution of an Agreement with Habitat For Humanity of Grayson County for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 320 West Jones Street

D. 5. * RESOLUTION NO. 6370

Authorizing Execution of an Agreement with Tobar's Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1321 South Montgomery Street

D. 6. * RESOLUTION NO. 6371

Authorizing Execution of an Agreement with Tobar's Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 516 South Vaden Street

E. 1. * CHANGE ORDER NO. 3

Gallagher Elevated Tank Repair and Paint Project; American Suncraft Company, Inc.; \$8,400.00 Increase

F. 2. * OTHER BUSINESS

Final Plat Approval of Hawkins-Ballard Addition, being 0.451 acres in the Samuel Blagg Survey, Abstract No. 56; Jimmy D. Hawkins and Eddie Ballard, Owners/Developers; and Underwood Drafting and Surveying, Surveyor (527 South Rusk Street)

F. 3. * *OTHER BUSINESS*

Final Plat Approval of Bethany Road Estates II in the City of Sherman's Extraterritorial Jurisdiction (ETJ), being 41.858 acres in the Aaron Burleson Survey, Abstract No. 61; Harold Deane Munal, Owner; KRG Civil Engineers, Inc., Engineer; and David Fite Surveying, Surveyor (300-3100 blocks of East Lamar Street and 200-500 blocks of Bethany Road)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.1.

Meeting Date: 05/07/2018

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6363

Authorizing Execution of a Drainage Agreement with the Sherman Independent School District

Issue:

This agreement would allow the Sherman Independent School District ("Developer") to discharge storm water runoff from the proposed development area.

Background:

Sherman ISD is constructing a new High School at the northwest corner of O.B. Groner Road (future West Travis Street) and Moore Street. This site drains south towards F.M. Highway 1417. The City, Sherman ISD, and Munson Realty Group have agreed to a regional detention facility for this area. The purpose of this agreement is to set forth the terms and conditions upon which the Developer may discharge drainage from the Sherman ISD property. The Developer will pay a drainage fee for the City to participate in the future construction of a regional drainage facility on the property currently owned by the Munson Realty Group.

Attached to this agreement is a Memorandum of Understanding between the City of Sherman, Sherman ISD and Munson Realty Group.

Origination:

Engineering Department

Financial Consideration:

The fees received by the City will total \$119,000.00.

Staff Recommendation:

Staff recommends approval of the Drainage Agreement and attached Memorandum of Understanding.

Alternatives:

As directed by City Council

Attachments

Resolution No. 6363

Drainage Agreement

Attachment A to Drainage Agreement - Memorandum of Understanding with Exhibits

Aerial Location Map

RESOLUTION NO. 6363

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DRAINAGE AGREEMENT WITH THE SHERMAN INDEPENDENT SCHOOL DISTRICT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Drainage Agreement with the Sherman Independent School District, in the same or substantially same form as the contract documents to be attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2018.

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**

DRAINAGE AGREEMENT

This Drainage Agreement (this "Agreement") is entered into on this 7th day of May, 2018 by and between the CITY OF SHERMAN, 200 West Mulberry Street, Sherman, Texas 75090 (the "City") and Sherman Independent School District, 2701 Loy Lake Road, Sherman, Texas 75092 (the "Developer").

NOW THEREFORE, in consideration of the premises, the Developer and the City do enter into the following Agreement:

A. The purpose of this Agreement is to set forth the terms and conditions upon which the Developer may discharge drainage from a 98.362 acre tract of land situated in the Elizabeth Jones Survey, Abstract No. 625, as described in General Warranty Deed from Walter H. DeRonde and Mary T. DeRonde to Sherman Independent School District, filed of record May 12, 2017 in Volume 5998, Page 299 of the Official Public Records of Grayson County, Texas to West Travis Street, being a public road as dedicated by Right-of-Way Dedication Deeds from Sherman Independent School District to City of Sherman, filed of record in Document No. 2018-4772 and from Munson Realty Company to City of Sherman, filed of record in Volume 5940, Page 279, all documents of the Official Public Records of Grayson County, Texas.

B. Developer will be permitted to discharge storm water runoff, including any increases in storm water runoff due to development, given that the Developer pay the City a total of \$119,000.00 in drainage fees (the "Fees"), payable at the rate of \$119,000.00 upon approval. The Fees will be paid upon completion of construction and used for the construction of future downstream drainage facilities.

C. City will participate in the construction of a future downstream drainage facilities as described within the Memorandum of Understanding between Sherman ISD and The Munson Realty Company; **Attachment A**. The City, at its discretion, shall also select all companies to bid on the construction of the drainage facilities, determine which bids qualify and select the lowest, qualified bid.

D. THIS AGREEMENT DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY OR SHERMAN ISD UNDER TEXAS LAW AND DOES NOT WAIVE ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

E. The requirements of this Agreement shall be binding on the Developer, its successors and assigns.

IN WITNESS WHEREOF parties have caused this Agreement to be executed in multiple originals.

DEVELOPER:
SHERMAN INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. David Hicks, Superintendent

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

CITY:
CITY OF SHERMAN

By: _____

Name: Robby Hefton

Title: City Manager

Date: _____

ATTEST:

By: _____

Name: Linda Ashby

Title: City Clerk

APPROVAL RECOMMENDED:

Clint Philpott, P.E./Director of Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SHERMAN, TEXAS
AND
SHERMAN INDEPENDENT SCHOOL DISTRICT
AND
THE MUNSON REALTY COMPANY

This Memorandum of Understanding (“**Memorandum**”) is made as of the ____ day of May 2018 by Sherman Independent School District (“**District**”), the City of Sherman, Texas (“**City**”) and The Munson Realty Company (“**Owner**”).

WHEREAS, District is the owner of certain real property (called the “**Project**”) which is a proposed high school campus which consists of approximately 94.3 (Net) - acres as shown in **Exhibits A and B** attached hereto. The Project will include construction of a new high school campus including but not limited to buildings, streets, alleys, parking lots, sidewalks, courtyards, walkways, athletic facilities, athletic fields, practice areas, landscaping, irrigation, drainage and utilities.

WHEREAS, the Owner is the sole Owner of property to the south of the Project as shown in **Exhibit C** (the “**Owner's Property**”). The Owner's Property contains approximately 409.4 acres, which is the same property described in the documents that were recorded in Volume 925, Page 261, Volume 1460, Page 722, and Volume 1289, Page 733 of the Deed Records of Grayson County, Texas.

WHEREAS, development of the Project will conform to the ordinances and regulations of the City of Sherman which will be reviewed and approved by the City.

WHEREAS, the parties agree and understand that the proposed use will likely increase watershed and water flow.

WHEREAS, Owner agrees to accept the fully developed flow from the Project.

WHEREAS, this agreement will be a binding agreement between Owner of the said south property and District such that it will transfer by title to any future owners.

THEREFORE, District and Owner adopt these introductory clauses and agree as follows:

1. DRAINAGE

The District’s Project lies north of an existing roadway currently named O.B. Groner located in Sherman, Texas. The natural terrain of said Project currently drains in a southerly direction toward O.B. Groner Road (being renamed to W. Travis Street). Said road is currently being designed by the City of Sherman to be improved and constructed into a new four-lane median divided roadway with new underground drainage improvements that will accommodate the Project. The profile of the proposed roadway will follow the natural terrain as will the proposed underground drainage system. Due to the topography, there is a natural low point at the easterly section of the Project at W. Travis Street as shown in **Exhibit B**.

The City will design the proposed underground drainage system within W. Travis Street to accommodate a fully developed watershed from the Project in accordance with the City’s drainage ordinances. The City's plan for the Project’s drainage will be to cause the flow of surface water to go under W. Travis Street and

connect to the proposed underground drainage system under W. Travis Street. The proposed underground drainage system in W. Travis Street will outfall to the south of W. Travis Street and onto and across the Owner's Property. This outfall will coincide with the natural flow of the property to the south where the flow of the water will continue south and overland into an existing drainage way that flows to the south.

By this Memorandum, the Owner agrees to accept a fully developed watershed and flow from said Project without any onsite detention of drainage by the District on the Project. It is understood and agreed that this increase in runoff from the Project site will be accounted for in any future drainage improvements by the downstream Owner by means of a regional detention pond.

It is understood that there is currently no design for the regional detention pond and that the regional detention pond will be designed at the time of development of the Owner's Property.

The Owner acknowledges the receipt of increased drainage flow through the Owner's Property and releases the District from any interim or other conditions resulting from such runoff. Owner releases the District for any and all claims due to the anticipated increased flow of water from the Project whether based upon state or federal law, constitution, statutes, common law, equity or injunction. It is anticipated that the City will work with the Owner on the design of the location of the outfall of the proposed drainage system in accordance with separate plans being prepared by the City for W. Travis Street.

It is understood that no time line for the construction of said regional pond has been either set by the City nor implied by the Owner and that the District is released from any future obligations or liabilities relating to the current downstream conditions or said design, funding or construction of a future regional detention pond, except for the funds to be contributed by the District as provided below.

This Agreement shall be a covenant running with the land and shall be binding upon the Owner, its officers, directors, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees.

2. DRAINAGE FEE

Related to this Memorandum, the District will financially contribute funds into a City drainage account in lieu of providing on site detentioning as part of the Project's design. The City will manage these funds which will be held in escrow toward a future regional detention pond that the Owner will have designed and constructed at such time the Owner's property is improved requiring said detention pond. The exact location and size of this detention pond will be resolved between the City and the Owner and is not a consequence of this Memorandum. Future issues shall not affect this Agreement or its provisions. Once this drainage fee is paid by the District to the City, the District is released from any responsibilities to provide onsite detentioning as part of the design and construction of the Project and released from any responsibilities for future design, funding or construction of detention pond(s) or facilities. The drainage fee is a formula calculation set by City to determine the value of detentioning required for the Project. Based on the attached **Exhibit D**, the amount of the fee paid by the District to the City of Sherman to be placed in escrow for contribution towards the total costs of a future regional detention pond(s) on the Owner's Property is \$119,000. When the City and the Owner determine the design of the detention pond to be constructed on the Owner's Property, the City will use the escrowed funds to contribute towards the total costs of the construction of the detention pond.

3. GENERAL PROVISIONS

Owner and District agree that District has not waived its sovereign immunity by entering into and performing its obligations under this Agreement. It is expressly understood and agreed that, in the execution and performance of this Agreement, the District has not waived, nor shall be deemed hereby to have waived,

any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein. No joint enterprise is intended or created.

Nothing in this Agreement shall be deemed or construed to create, either by the parties or any third-party, the relationship of principal and agent or to create any partnership, joint venture or other association between the parties. Nothing in this Agreement shall be deemed or construed to create, either by the parties or any third-party, any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This Agreement may be recorded by any party hereto.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective as reflected by the signatures below.

[SIGNATURE PAGES TO FOLLOW ON NEXT PAGE]

OWNER:

THE MUNSON REALTY COMPANY

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF GRAYSON §

This instrument was acknowledged before me on the _____ day of May, 2018, by
_____ the _____ of **The Munson Realty Company**, a Texas
corporation, on behalf of said corporation.

Notary Public, State of Texas

(Typed/Printed Name of Notary)

NOTARY ID NUMBER: _____

My Commission Expires: _____

DISTRICT:

SHERMAN INDEPENDENT SCHOOL DISTRICT

BY: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF GRAYSON §

This instrument was acknowledged before me on the _____ day of May, 2018, by
_____ as _____ of the Sherman Independent School District,
on behalf of said school district.

Notary Public, State of Texas

(Typed/Printed Name of Notary)

NOTARY ID NUMBER: _____

My Commission Expires: _____

CITY:

CITY OF SHERMAN

BY: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF GRAYSON §

This instrument was acknowledged before me on the _____ day of May, 2018, by
_____ as _____ of the City of Sherman, on behalf of said
City.

Notary Public, State of Texas

(Typed/Printed Name of Notary)

NOTARY ID NUMBER: _____

My Commission Expires: _____

EXHIBIT 'A'



teague nall & perkins
3237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.336.2813 fx
TBE Registration No. F-230
www.inplns.com

put

SCALE: 1" = 400'

BOUNDARY SURVEY

SISD HIGH SCHOOL TRACT

97,944 Total Acres
-3,183 Acres in Proposed ROW
=94,761 Acres in Remaining Tract
94,761 Net Acres

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	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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EXHIBIT "B"

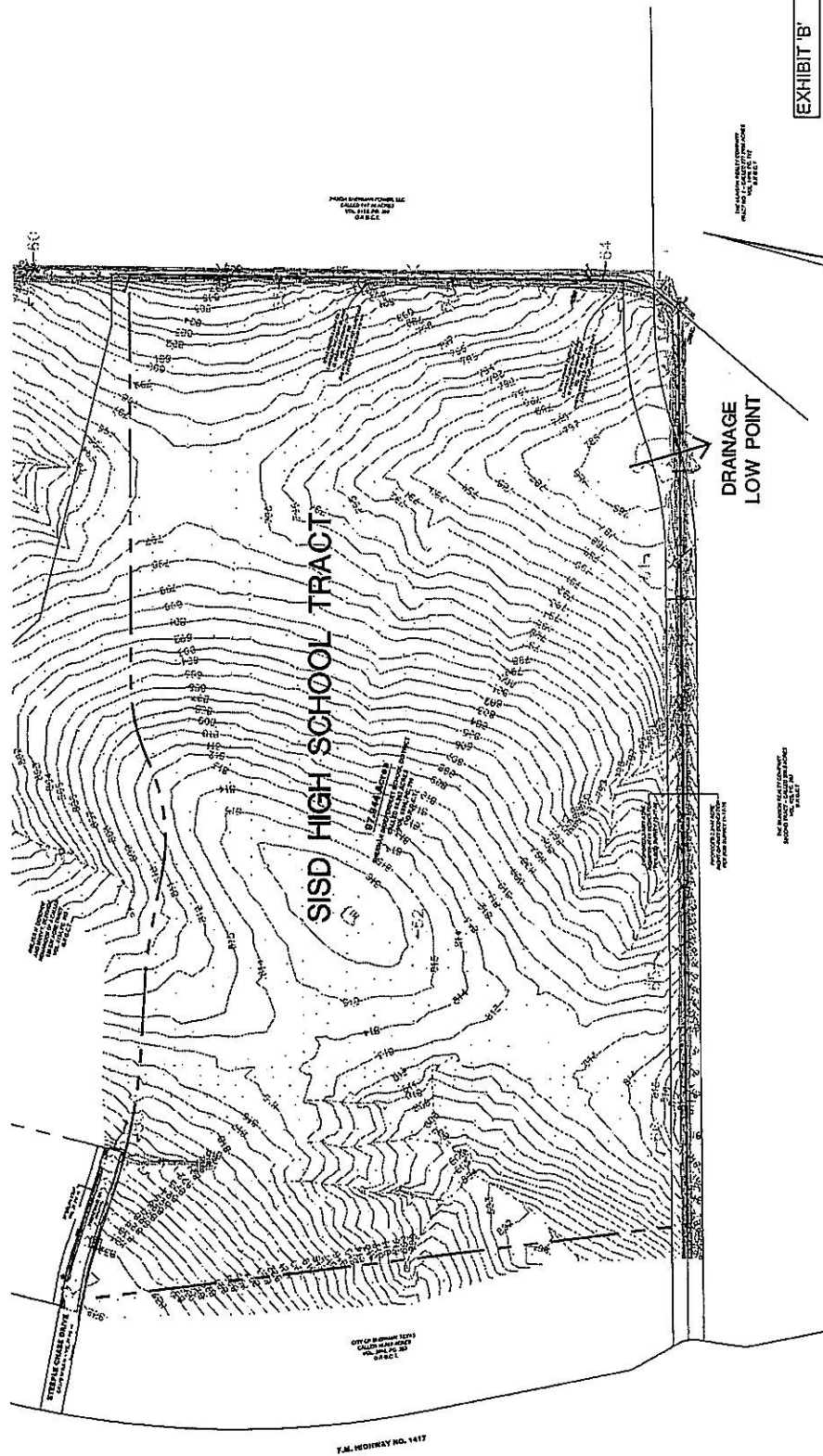


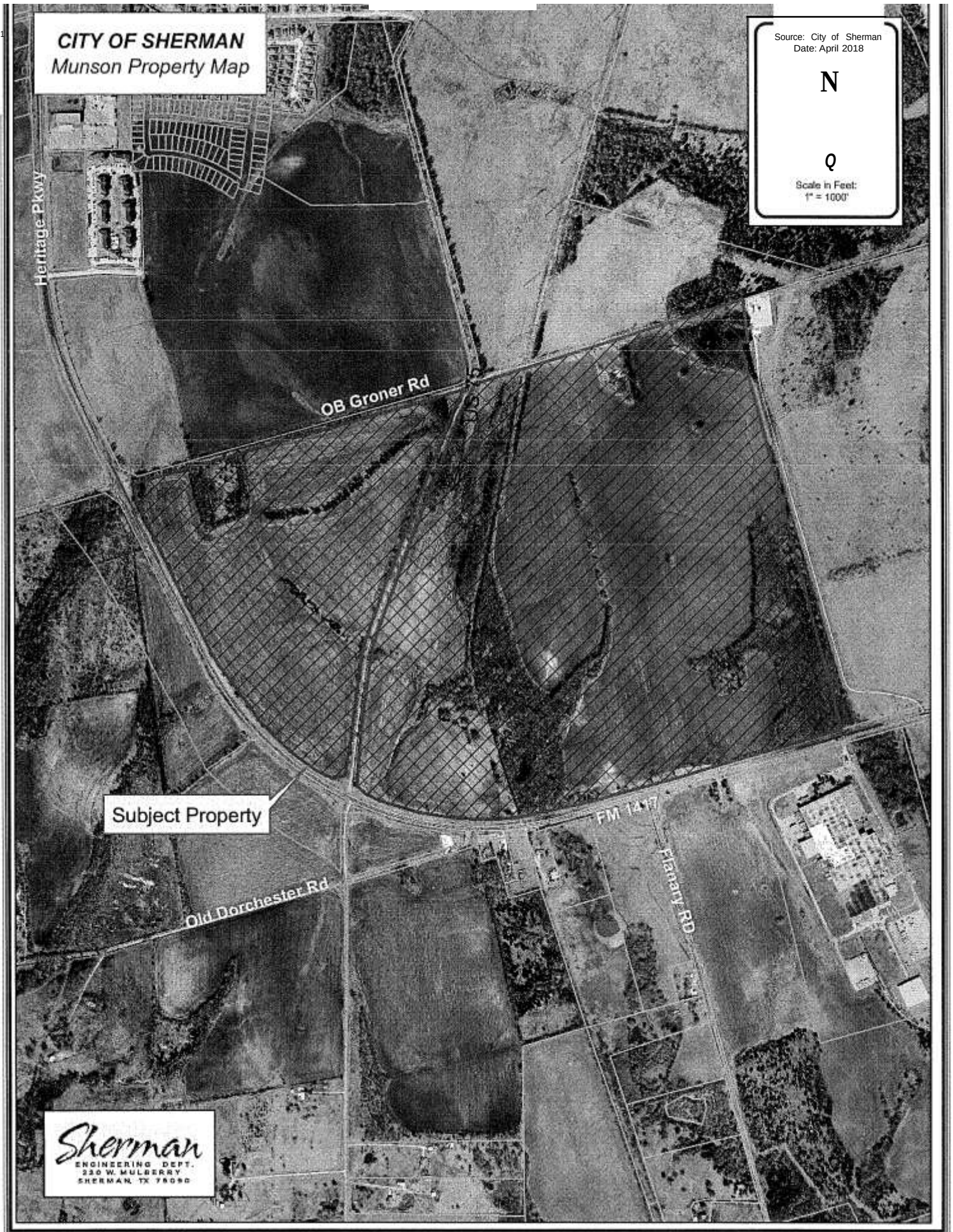
EXHIBIT 'B'

tnp
teague nall & perkins
3233 N. W. 10th St., Suite 100
Fort Worth, TX 76117
817.334.5773 ph 817.334.2813 fx
T&E Registration No. F-230
www.tnp-inc.com

SCALE: 1" = 300'

BOUNDARY & TOPO SURVEY

EXHIBIT "C"



EXHIBITC

PROJECT: Sherman I.S.D.
Proposed High School - Detention Pond Costs

[illegible]



1 inch = 2,000 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.2.

Meeting Date: 05/07/2018

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6367

Authorizing Execution of a Professional Services Agreement with Vilbig & Associates, Inc. for the Engineering Design of a Four-Lane Divided Thoroughfare off of the US 75 Service Road, South of Heritage Parkway (FM 1417), known as "Legacy Boulevard"

Issue:

To consider a contract for professional services with Vilbig & Associates, Inc. of Denison, Texas, for the engineering design of a four-lane divided thoroughfare off of the US 75 Service Road, south of Heritage Parkway (FM 1417), known as "Legacy Boulevard"

Background:

City staff has been in discussions with a developer regarding developing the property at the southeast corner of Hwy 75 and FM 1417. The proposed development includes a mixed-use development that will significantly enhance the commercial and retail offerings in south Sherman. This development will complement the continued development occurring in this area.

During the discussion and planning process, it became apparent that creating a minor arterial ("Legacy Boulevard") parallel to and south of FM 1417 would enhance future development within the area.

It is City policy that the City of Sherman is responsible for arterial roadways and developers are responsible for local and collector roadways. Since this extension of Legacy Boulevard is a minor arterial, the City of Sherman would be responsible for the design and construction of the roadway. This engineering contract is the first step in that process. The engineering contract includes the design of the minor arterial roadway from US 75 east to the east property line on the current development. Regardless of what portion of the roadways are constructed, the plans are needed in order to adequately determine where right-of-way is needed for the roadways. Preserving the right-of-way for these roadways, as well as similar roadways in the City of Sherman Thoroughfare Plan, is critical to allow for the efficient expansion and improvement of the thoroughfare system in the City of Sherman.

The infrastructure development is expected to begin in 3Q 2018 and continue into 2019. This 23-acre development is expected to ultimately grow the property tax base by up to \$40 million over its lifetime.

Origination:

Engineering Department

Financial Consideration:

The fee for the engineering design of a four-lane divided thoroughfare off of the US 75 Service Road, south of Heritage Parkway (FM 1417), will be \$52,700.00.

Staff Recommendation:

It is recommended that the contract for professional services with Vilbig & Associates, Inc. of Denison, Texas, for the engineering design of this thoroughfare be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6367

Professional Services Agreement

Exhibit "A" as noted in Agreement

Scope of Services

Aerial Location Map

RESOLUTION NO. 6367

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH VILBIG & ASSOCIATES, INC. FOR THE ENGINEERING DESIGN OF A FOUR-LANE DIVIDED THOROUGHFARE OFF OF THE US 75 SERVICE ROAD, SOUTH OF HERITAGE PARKWAY (FM 1417), KNOWN AS “LEGACY BOULEVARD”; 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 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 Professional Services Agreement with Vilbig & Associates, Inc. of Denison, Texas, for the engineering design of a four-lane divided thoroughfare off of the US 75 Service Road, south of Heritage Parkway (FM 1417), known as “Legacy Boulevard”, in accordance with all contract documents attached hereto and made a part here 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 _____, 2018.

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**

AGREEMENT FOR PROFESSIONAL SERVICES

THIS Agreement for Professional Services ("Agreement") is entered into _____ (date) by and between the CITY OF SHERMAN, TEXAS, hereinafter referred to as the "City", and Vilbig & Associates, PLLC, hereinafter referred to as "Company".

WHEREAS, the City desires the Company to perform certain work and services set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein (the "Scope of Services") (the work and services to be provided by the Company under this Agreement, including all plans, drawings, specifications, designs, reports, records, and other work product, and estimates, set forth in the Scope of Services and otherwise described or referred to herein are referred to in this Agreement as the "Services"); and

WHEREAS, the Company has expressed a willingness and desires to perform the Services as set forth in this Agreement.

NOW, THEREFORE, the City of Sherman, Texas and Vilbig & Associates, PLLC. in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby contract and agree as follows:

ARTICLE I

GENERAL

The Company shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all Services set forth in Article II hereof for the City in accordance with the terms, conditions and provisions of the Scope of Services, attached hereto as Exhibit "A" and incorporated herein for all purposes, and all of the terms, conditions, and provisions of this Agreement. The City may, at any time, stop any Services by the Company upon

giving the Company written notice. Company shall be bound to City by the terms, conditions and responsibilities toward the City for Company's services set forth in this Agreement.

Company shall serve as City's design professional and engineering representative for the project for which the Services are being provided by Company, providing professional engineering services, consultation and advice with respect thereto. Company's work and services consist of that work and services performed by Company and its owners, directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants.

Company shall perform all work hereunder in a manner satisfactory and acceptable to City in accordance with the terms and conditions of this Agreement, including (without limitation) the standard of care set forth in this Agreement. Company shall perform all of its services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such services. No less than monthly, Company shall keep City informed, orally or in writing (as requested by City), as to the status of all services of Company in process. All oral information shall be subsequently confirmed in writing.

Company shall not begin work on any Services described herein or other work until City directs Company in writing to proceed.

Company will use its professional skill, judgment and abilities in the performance of its work and Services hereunder, and all work and Services performed under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the engineering profession currently practicing in the same locality in which the work and Services hereunder are being provided under similar conditions. Company shall re-perform

and otherwise remedy any work or Services provided by or for Company not meeting or satisfying this standard of care without additional compensation. Further, Company shall perform all services in accordance with, and Company's work product shall comply with, any applicable law, rule, statute, ordinance, regulation, standard, policy or order of any federal, state or local governmental entity or agency having jurisdiction over any matter related to this Agreement or the project for which the Services are being provided by the Company. Company shall be wholly and solely responsible for any work or Services provided by any officer, employee, agent, representative, contractor or subcontractor of Company.

Company represents that it is authorized to practice civil engineering in the State of Texas and that any necessary licenses, permits or other authorization to practice civil engineering and professional surveying and to provide the Services set forth herein have been heretofore acquired as required by law, rule or regulation. Company agrees and acknowledges that City is entering into this Agreement in reliance on Company's professional abilities with respect to performing the Services set forth herein.

Notwithstanding anything to the contrary in this Agreement, the Company is and shall be construed to be an independent contractor exercising control over its work and services and the manner in which it is performed. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture, a joint enterprise relationship, or to allow the City to exercise discretion or control over the professional manner in which the Company performs the work and Services which are the subject matter of this Agreement; provided always however that the work and Services to be provided by Company shall be provided in a manner consistent with all applicable laws, standards, rules and regulations governing such work and Services. The method and manner in which Company's work and Services hereunder shall be

performed shall be determined by Company in its sole discretion. The officers, employees, agents, and representatives of, and the methods, equipment and facilities used by, the Company shall at all times be under the Company's exclusive direction and control.

ARTICLE II

SERVICES

A. The following services, when authorized in writing by a Notice to Proceed, shall be performed by the Company in accordance with the City's requirements:

PREPARATION OF ALL PLANS, SPECIFICATIONS, DRAWINGS, DESIGNS, DOCUMENTS, REPORTS, RECORDS, OTHER WORK PRODUCT, AND ESTIMATES NECESSARY FOR THE DEVELOPMENT OF APROXIMATELY 1,370 LINEAR FEET OF ROADWAY TO BE KNOWN AS LEGACY BOULEVARD FROM THE INTERESECTION OF STATE HIGHWAY 75 EASTWARD DESCRIBED IN THE SCOPE OF SERVICES ATTACHED AND FUTURE LEGACY BOULEVARD EXHIBIT.

B. Company shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other work and Services furnished by for, or on behalf of Company under this Agreement. Company shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other work and Services.

C. Neither City's review, approval or acceptance of, nor payment for any of the Services required or provided under this Agreement, shall be construed to operate as a waiver of

any rights under this Agreement or of any cause of action arising out of the performance of this Agreement or a release of the responsibility and liability of Company, its owners, officers, employees, subcontractors, agents and consultants for the accuracy and competency of the same, and Company shall be and remain liable to City in accordance with applicable law for all damages to City caused by Company's negligent performance of or willful misconduct in connection with any of the Services or any other services or work furnished by or on behalf of Company under or in connection with this Agreement, nor shall such review, approval, acceptance, or payment be deemed to be an assumption of or an indemnification for such responsibility or liability by City for any defect, error or omission in the same, and shall not constitute nor be deemed a release of the responsibility and liability of Company, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other Services, documents and work, it being understood that City at all times is relying on Company's skill and knowledge in preparing and providing the Services.

D. The rights and remedies of City and Company under this Agreement are as provided by law.

E. Notwithstanding City's review, approval, or acceptance of, or payment for, any plans, drawings, specifications, or any other work product or Services of Company, Company represents that (i) such plans, drawings, specifications, and other work product or Services (and including, without limitation, as the same may be amended or supplemented by Company), (i) shall be sufficient and adequate for the project and fit for the purposes for which they are intended, and (ii) shall, to the best of Company's knowledge, information and belief as a civil engineer performing the practice of civil engineering in accordance with the standards, duties, and obligations set forth herein, be free from material error, and shall be satisfactory to City.

ARTICLE III

PAYMENT

A. City shall pay Company for all Services authorized in writing and properly performed by Company on the basis herein described, subject to additions or deletions for changes or extras agreed upon in writing, and subject to the City's right to withhold payment pursuant to the terms of this Agreement.

(30) Partial payment shall be paid based upon a percentage of work completed. Company shall submit to City monthly invoices for its Services under this Agreement. Each invoice shall be accompanied by such documentation as the City may require to verify the accuracy of the invoice, including an itemized statement of reimbursable costs incurred (if any), and the sum of all prior payments under this Agreement. Each approved invoice will be paid within thirty days from receipt thereof. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or work by the City.

Any provision hereof to the contrary notwithstanding, City shall not be obligated to make payment to Company hereunder if:

1. Company is in default of any of its obligations under this Agreement or any other documents in connection with the Services or the project (and payment may be withheld to the extent of any such default);
2. Any part of such payment is attributable to any work or Services of Company which are not performed in accordance with this Agreement;
3. Company has failed to make payment promptly to subcontractors or consultants or

other third parties used by Company in connection with Company's Services or other work hereunder for which the City has made payment to Company; or

4. If City, in its good faith judgment and after consultation with Company, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Company's Services or other work under this Agreement, no additional payments will be due Company hereunder unless and until Company performs a sufficient portion of its Services so that such portion of the compensation remaining unpaid is determined by City to be sufficient to complete the Company's Services or other work.

B. Upon complete performance of this Agreement by Company and final approval and acceptance of Company's Services by City, City will make final payment to Company of the balance due under this Agreement within thirty (30) days of the following month after final payment for such Services has been billed by Company.

C. City may deduct from any amounts due or to become due to Company any sum or sums owing by Company to City. In the event of any breach by Company of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or the City's premises or property, arising out of Company's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Company an amount sufficient to completely protect the City from any and all loss, damage or expense there from, until the breach, claim or lien has been satisfactorily remedied or adjusted by the Company.

D. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or other work by the City.

ARTICLE IV

TIME FOR PERFORMANCE

A. Company shall perform all Services and any other work as provided for under this Agreement in a proper, efficient and professional manner. Subject to the terms and provisions of this Agreement, both parties have agreed to the provisions of this Agreement in anticipation of the orderly and continuous progress of the Services through completion of the Scope of Services specified in Exhibit "A", attached hereto.

B. In the event Company's performance of this Agreement is delayed or interfered with by acts of the City or others, Company may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatsoever, shall be claimed by or made to the Company, unless Company shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Company have agreed in writing upon the allowance of additional time to be made.

ARTICLE V

DOCUMENTS

A. All instruments of service (including all plans, specifications, drawings, reports, information, designs, documents, computations, computer programs, estimates, surveys, other data or work items, etc., in whatever form or format (whether electronic or otherwise)) prepared by or

for Company under or in connection with this Agreement shall be submitted for approval of the City. All instruments of service shall be professionally sealed as may be required by law or by City.

B. All such instruments of service, together with necessary supporting documents, shall be delivered to City, and shall be, belong to, and remain the sole property of the City for the City's exclusive reuse at any time, and the City shall have unlimited rights, for the benefit of City, in all instruments of service, including the right to use same on any other work of City without additional cost to City. The City shall have the right to use such instruments of service for the purpose of completing the project for which the instruments of service were prepared or for such other purposes as the City may deem appropriate; provided, however, that should the City use the same for a purpose not in connection with the project, the City does so at its own risk.

C. Company agrees to and does hereby grant and assign to City all intellectual property rights (whether copyright or otherwise) in and to all such instruments of service in which Company may have a copyright or other intellectual property interest, and to all designs as to which Company may assert any rights or establish any claim under patent, copyright, or other intellectual property laws. Company, after completion of the Services and final payment, agrees to furnish the originals of all such instruments of service to the City (or, if this Agreement is terminated or the project for which the Services are being provided is abandoned prior to such completion, Company shall provide the originals of all such instruments of service (whether finished or unfinished) to the City upon such termination or abandonment and the payment of any amounts then due the Company pursuant to this Agreement).

D. All documents or other instruments of service supplied by or on behalf of Company to City as provided herein shall be in Microsoft Word 2007 or compatible with Microsoft Word 2007.

ARTICLE VI

TERMINATION

A. City may suspend or terminate this Agreement at any time and for any reason (or for no reason), in its sole discretion, by giving written notice to the Company. In the event of such suspension or termination by City, Company shall have no recourse against City, except for payment for the Services of Company, in accordance with the terms of this Agreement, reasonably determined by the City to have been properly performed hereunder prior to the suspension or termination and for which Company has not been paid. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

B. Either City or Company may suspend or terminate this Agreement because of a breach of this Agreement by the other party, such suspension or termination to be effective ten (10) days after receipt by the breaching party of a written notice specifying such breach, unless the breaching party corrects such breach or presents a mutually agreeable plan to cure such breach within such time. In the event of such suspension or termination, payment to the Company, in accordance with the terms of this Agreement, will be made on the basis of Services reasonably determined by City to be satisfactorily performed prior to the date of suspension or termination. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

In the event of such termination, City may proceed to complete the Services in any manner deemed proper by City, either by the use of its own forces or by resubmitting to others.

In the event of such termination, City may, without terminating this Agreement or taking over the Services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of the Company.

C. Should the City require a modification of this Agreement, and in the event City and Company fail to agree upon such modification, either City or Company shall have the option in their respective sole discretion of terminating this Agreement. In the event of such termination, payment to Company shall be made by the City in accordance with the terms of this Agreement, for the Services mutually agreed upon by the City and the Company to be properly performed by the Company prior to such termination date. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

D. In the event of termination of this Agreement for cause or breach of this Agreement, Company shall promptly deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

ARTICLE VII

INSURANCE

A. In connection with this Agreement, Company shall provide and maintain the minimum insurance coverages set forth below:

1. Company shall provide and maintain Workers Compensation at statutory limits, including Employers Liability coverage a minimum limits of \$500,000 each-occurrence each accident/\$500,000 by disease each-occurrence/\$500,000 by disease aggregate.

2. Company shall provide and maintain in full force and effect during the time of this Agreement, commercial automobile liability insurance (including, but not limited to, insurance covering the operation of owned, non-owned, and hired automobiles, trucks and other vehicles) protecting Company and City as an additional Insured at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage.

3. Company shall provide Commercial General Liability Insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate) and contractual liability. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each- project aggregate limit of insurance.

4. Company shall also provide and maintain Professional Liability coverage at minimum limits of \$1,000,000.00 covering claims resulting from engineering errors and omissions. Such

insurance shall be kept in effect for at least four (4) years after the completion of the Services and this Agreement. If Company fails to maintain the insurance covered during that time, City may pay the premiums to keep the insurance in effect and recover the cost from the Company. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and for the four year period thereafter.

B. With reference to the foregoing insurance, Company shall specifically endorse applicable insurance policies as follows:

1. The City of Sherman, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies with the exception of professional liability shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Sherman, Texas shall be contained in the Workers Compensation and all liability policies.

4. All insurance policies shall be endorsed to the effect that the City of Sherman, Texas will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.

5. All insurance policies, which name the City of Sherman, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

6. Required limits may be satisfied by any combination of primary and umbrella

liability insurances.

7. Company may maintain reasonable and customary deductibles, subject to approval by the City of Sherman, Texas

8. Insurance must be purchased from insurers that are financially acceptable to the City of Sherman, Texas.

C. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to the City simultaneously with the execution of this Agreement, and shall contain provisions representing and warranting the following:

1. Set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to the City of Sherman, Texas,

3. Upon request, Company shall furnish the City of Sherman, Texas with certified copies of all insurance policies.

D. City reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by City.

ARTICLE VIII

COMPANY'S INDEMNIFICATION OBLIGATION

Company covenants and agrees to FULLY INDEMNIFY AND HOLD HARMLESS the City of Sherman, Texas and the elected officials, the officers, employees, representatives, and volunteers of the City of Sherman, Texas, individually or collectively, in both their official and private capacities (the City of Sherman, Texas, and the elected officials, the officers, employees, representatives, and volunteers of the City of Sherman, Texas each being a "Sherman Person" and collectively the "Sherman Persons"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability and suits, of any kind and nature whatsoever, made upon or incurred by any Sherman Person, whether directly or indirectly, (collectively, the "Claims"), that arise out of, result from, or relate to an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Company or the Company's agent, consultant under contract, or another entity over which the Company exercises control (such agent, consultant under contract, or another entity being "Company Persons"). SUCH INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS FOUND TO HAVE BEEN CAUSED IN PART BY THE NEGLIGENCE OF A SHERMAN PERSON. However when Claims arise out of the co-negligence of a Sherman Person and the Company or any Company Persons, Company's liability under this clause shall be reduced by that portion of the total amount of the Claims equal to the Sherman Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence. Likewise, Company's liability for Sherman Person's defense costs and attorneys' fees shall be reduced by that portion of the defense

costs and attorneys' fees equal to Sherman Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence.

Company shall promptly advise the City in writing of any claim or demand against any Sherman Person or Company or Company Person related to or arising out of Company's activities under this Agreement. The Sherman Persons shall have the right, at the Sherman Persons' option and at own expense, to participate in such defense without relieving Company of any of its obligations hereunder. The provisions of any indemnity, and hold harmless obligation set forth in this Agreement shall survive the termination or expiration of this Agreement.

ARTICLE IX

COMPANY INDEMNIFICATION FOR EMPLOYEES

Company agrees that it is an independent contractor and not an agent of the City, and that Company is subject, as an employer, to all applicable unemployment compensation statutes, laws, rules, and regulations, so as to relieve City of any responsibility or liability from treating Company's employees as employees of City for the purpose of keeping records, making reports or payments of unemployment compensation taxes or contributions. WITHOUT LIMITING THE INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN ARTICLE VIII AND ANY OTHER INDEMNITY, AND HOLD HARMLESS PROVISION INCLUDED IN THIS AGREEMENT, COMPANY FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF SHERMAN, TEXAS AND ALL OTHER SHERMAN PERSONS (AS DEFINED IN ARTICLE VIII) FROM AND AGAINST AND REIMBURSE THE SAME FOR ANY CLAIMS, COSTS, LIENS, HARM, DAMAGES, LOSSES, FEES, PROCEEDINGS,

ACTIONS, CAUSES OF ACTION, DEMANDS, PENALTIES, FINES, JUDGMENTS, SUITS, EXPENSES OR LIABILITY OF ANY KIND OR NATURE INCURRED UNDER OR RELATED TO SAID STATUTES OR IN CONNECTION WITH EMPLOYEES OF COMPANY.

ARTICLE X

ASSIGNMENT

Company shall not and has no power or authority to sell, assign, transfer, or otherwise convey (by any means, including by operation of law or otherwise), or subcontract, this Agreement or any right, duty, obligation or part thereof, without the prior written consent of City. Sale of more than 50% ownership of Company shall be construed as an assignment, transfer, or other conveyance, and any such sale, assignment, transfer, or other conveyance, or subcontract, without the City's prior written consent shall be null and void *ab initio*.

ARTICLE XI

APPLICABLE LAWS; GOVERNING LAW; VENUE

Company shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and codes (including, without limitation, building and related codes), including but not limited to the Americans With Disabilities Act and Chapter 469 of the Texas Government Code (relating to elimination of architectural barriers), relating or applicable to the work and Services to be performed under this Agreement.

This Agreement is performable in Grayson County, State of Texas and shall be governed by the laws of the State of Texas; and, with respect to any conflict of law provisions, the parties

agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement. Venue on any suit or matter hereunder shall be exclusively in Grayson County, Texas.

ARTICLE XII

ADJUSTMENTS IN SERVICES

No claims for extra services, additional services or changes in the services will be made by Company without a written agreement with City prior to the performance of such services.

ARTICLE XIII

EXECUTION BECOMES EFFECTIVE

This Agreement will be effective upon the last of the representatives of the parties to execute this Agreement, as set forth below.

ARTICLE XIV

AGREEMENT AMENDMENTS

This Agreement contains the entire and integrated understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by duly authorized representatives of the parties, except as may be otherwise provided therein.

ARTICLE XV

GENDER AND NUMBER; HEADINGS

The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement.

ARTICLE XVI

NOTICES AND AUTHORITY

A. The Company agrees to send all notices required under this Agreement to the City Manager of the City of Sherman at 220 W. Mulberry St., Sherman, TX 75090.

B. The City agrees to send all notices required under this Agreement to the Company at 517 W. Woodard, Denison, TX 75020.

C. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received. From time to time either party may designate another address within the 48 contiguous states of the United States for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof. The undersigned officers and/or agents of each of the parties hereto are the properly

authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties.

ARTICLE XVII

MISCELLANEOUS

A. No Third Party Benefits. This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

B. Rights and Remedies Cumulative; No Waiver; Survival of Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or authority given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

C. Severability. The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such

illegal, invalid or unenforceable term or provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable term or provision herein, the parties agree to seek to negotiate the insertion of a term or provision as similar in its terms to such illegal, invalid or unenforceable term or provision as may be possible, with the intent that such added term or provision is legal, valid and enforceable.

D. Release of Information. Company shall not divulge or release any information concerning the project or this Agreement to the public, including any the media representative, without City's prior written consent.

E. Force Majeure. Neither party is liable to the other for any damages for delay in performance caused by acts of God, strikes, lockouts, accidents, fire, casualty, labor trouble, failure of power, governmental authority, riots, insurrections, war, acts or threats of terrorism, or other events or reasons of a like nature which are beyond the control of the party obligated to perform and not avoidable by the diligence of that party ("Event of Force Majeure"); in such event, the party obligated to perform give the other party prompt notice of such delay and the performance of this Agreement shall be excused for the period of such delay. If such an event necessitates a change in the time required for performance of any act or services hereunder, subject to the other terms and provisions of this Agreement, the parties shall make an equitable adjustment of the schedule and price; provided, however, that the party obligated to perform shall continue to promptly perform all of its obligations under this Agreement while the parties are determining the nature and extent of any such adjustments.

F. Authorized Signatories. The undersigned officers and/or agents of the parties hereto are the properly authorized officials or representatives and have the necessary authority to

execute this Agreement on behalf of each of the respective parties, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this _____ day of _____ 2018, with an original to each party.

COMPANY: **Vilbig & Associates, PLLC**

BY: _____

NAME: _____
517 W. Woodard St. Denson, TX 75020

TITLE: Managing Member

ATTEST: BY: _____

NAME: _____

TITLE: _____

CITY: CITY OF SHERMAN

BY: _____

NAME: Robby Hefton TITLE: City

Manager

ATTEST: BY: _____

NAME: Linda Ashby TITLE: City

Clerk

APPROVAL RECOMMENDED:

Clint Philpott, P.E. / Director of Public Works & Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney



April 19, 2018

*City of Sherman
220 W Mulberry Street
Sherman, TX 75090*

*Project: Legacy ROW Paving
Movie Bowl Grille
VA No. 1077-01 S
City of Sherman TIRZ #7*

RE: Agreement for Professional Services

ATTN: Mr. Clint Philpott, PE

We are pleased to submit the following agreement for Surveying and Civil Engineering Services for the above referenced project.

*We agree to provide the services on a **Fixed Fee basis**. Attached is a breakdown of the Scope of Work.*

Payment terms:

- The invoice for services will be due and payable at the office of the Engineer/ Surveyor within ten (10) days of the date on the invoice.*
- Without exception, final construction plans will not be released from the Engineer's office until full payment has been received.*

We look forward to working with you on this project. If this agreement is acceptable to you, please sign a copy and return it to our office. We must receive a signed agreement before beginning work.

Please call if you have any questions.

Vilbig & Associates, P.L.L.C.

*Barbara J. Vilbig, P.E.
Chief Executive Manager*

Accepted / Title *Date* _____

Continuing the Tradition of the Vilbigs in Texas Business since 1886

517 W. Woodard | Denison, Texas 75020 | 214-352-7333

vilbig.com | Texas Engineer Firm F-5614 | Texas Survey Firm 10033000



FEE SCHEDULE:

The Professional anticipates the following Surveying and Civil Engineering Services for the project. Fees in the Fee Schedule are Fixed Fee unless noted as hourly fees. Hourly fees are an estimate of services and will be billed on an hourly basis. Sub consultant or sub contract fees are subject to a 10% handling charge for all services.

SURVEYING SERVICES

by Helvey Wagner, Inc

FEE BASIS

<i>Topographic Survey</i>	<i>Fixed Fee</i>	<i>\$4,500.00</i>
<i>Right of Way Dedication Metes and Bounds (includes City exhibits for adjacent property acquisition)</i>	<i>Fixed Fee</i>	<i><u>\$6,500.00</u></i>
<i>TOTAL SURVEYING SERVICES</i>		<i>\$11,000.00</i>

CIVIL SERVICES

<i>Paving Plan & Profile</i>	<i>Fixed Fee</i>	<i>\$9,500.00</i>
<i>TxDOT Driveway Plan</i>	<i>Fixed Fee</i>	<i>\$6,500.00</i>
<i>Storm Sewer Plan & Profile (Includes Box Culvert)</i>	<i>Fixed Fee</i>	<i>\$15,000.00</i>
<i>Drainage Area Map</i>	<i>Fixed Fee</i>	<i>\$2,250.00</i>
<i>Bid Quantities and Opinion of Probable Cost</i>	<i>Fixed Fee</i>	<i>\$3,500.00</i>
<i>Erosion Control Plan</i>	<i>Fixed Fee</i>	<i>\$2,450.00</i>
<i>Record Drawings</i>	<i>Fixed Fee</i>	<i>\$2,500.00</i>
<i>TOTAL CIVIL SERVICES</i>		<i>\$41,700.00</i>

<i>TOTAL SERVICES</i>		<i>\$52,700.00</i>
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Excludes Right Turn Decel Lanes and Detention

Sketch Attached for the limits of design.

Specifications will consist as general notes and refer to NCTCOG specifications.

THIS AGREEMENT EXCLUDES THE FOLLOWING:

- 1. Soils Report, Borings, Environmental Reports, etc.*
- 2. Design of any retaining walls or foundations (structural).*
- 3. Construction layout or As-Built survey*
- 4. Bid proposals and bid tabulations.*
- 5. Boundary or Tree Survey.*
- 6. Construction Administration or Shop Drawing Review.*
- 7. Construction inspection, testing, or structural testing.*
- 8. Onsite or Offsite Utility Design (gas, electric, telephone and cable).*
- 9. Offsite Grading & Paving Plan.*
- 10. Landscape Plan.*
- 11. Detention Pond / Storm Water Detention / or calculations.*
- 12. Traffic Control Plans, Traffic Studies or Traffic Impact Analysis. (Being provided by developer).*
- 13. Site Plan for submittal and/or approval as an SUP.*
- 14. National Pollution Discharge Elimination System (NPDES) storm water pollution prevention plan as required by the EPA. This is required for sites over 1 acre.*
- 15. Texas Department of Licensing and Regulation Architectural Barriers compliance submission.*
- 16. Filing fees, cost of printing, and/or any other direct expenses incurred in the production and completion of the Final Plat is not included in the surveying services fee.*
- 17. Printing or any other direct expense incurred during the bidding phase. No more than 5 total sets of plans will be provided to the City. Additional printed sets will be an additional charge.*

The above services are not included in this agreement and scope of work but can be provided to the Owner upon written request and implementation of a written contract for the specific services needed.

NOTICE TO OUR CLIENTS
EROSION CONTROL PLAN
Vilbig & Associates does NOT prepare SWPPP.

IT IS NOT PART OF THIS AGREEMENT!

Based on the Regulations, there are penalties for non-compliance that we are not willing to accept. Vilbig recommends that the Client engage a specialist in the area

As part of the Water Quality Act of 1987, storm water discharges associated with industrial activity from a point source to waters of the United States is unlawful, unless authorized by a National Pollutant Discharge Elimination System (NPDES) permit. Construction activities which disturb an area greater than 1 acre by grading, clearing, grubbing or other construction activity is defined as an industrial activity, subject to the requirement of an NPDES permit. In order to effectively manage the permit process, the EPA has produced a general permit for construction activities which defines specific conditions and requirements to be met as part of the permit. The general permit establishes the procedures required for proper coverage, the requirement for a Storm Water Pollution Prevention Plan (SWPPP) and requirements for termination of permit coverage.

The operator of the site is required to submit the Notice of Intent (NOI) 48 hours prior to beginning of construction activities on the site. The operator of the site is ultimately responsible for the effective reduction of pollution and sediment loss from the site. The operator can be the owner (or owner's representative), the general contractor for the project or specific subcontractors for the project. The operator is loosely defined in the general permit as the entity with 'day to day operational control' of the site along with control over construction specifications. The EPA provides for multiple NOIs for the site, creating a co-permittee condition in which responsibilities are shared between owner and / or contractor(s).

SCOPE OF WORK

TOPOGRAPHIC SURVEY

The Engineer will prepare a base map from the field work provided by the Surveyor which will indicate location and type of all buildings and other improvements on the subject property. The use of the topographic base map will be for internal use and design only.

- 1. The Survey will indicate the location of all fences (both perimeter and cross) and all walls and other improvements along the property lines with dimensions. All party walls of buildings, or other structures, on the property line indicating the thickness of the portions on each side of the property line and the type of the walls.*
- 2. The Survey will indicate the location of all power poles.*
- 3. The Survey will indicate the location of the parking areas on the subject property.*
- 4. The Survey will indicate the location and size of all utilities and drainage systems on and affecting subject property (including the nearest fire hydrant). Underground utility and storm sewer locations may be taken from City records and field verified by valve locations, or manhole locations, and other surface evidence. The Client will provide as-built information if available.*
- 5. The Surveyor will prepare a topographic survey at one foot intervals of the subject property. Top of curb elevation generally at 50 foot intervals and a grid as required to adequately depict the site topography. The Surveyor will survey 200 feet up and downstream of the proposed crossing.*
- 6. The Survey will indicate the scale, the north direction, the distance to the nearest intersecting street and point of reference from which the subject property is measured.*
- 7. The Surveyor will set or establish a minimum of 2(two) bench marks.*
- 8. The Surveyor will establish horizontal (NAD33) and vertical (NAD88) control points. City will provide established monuments.*
- 9. Final topographic map will include all existing features within the proposed street showing contours including tabulated points.*

BOUNDARY SURVEY WILL NOT BE PERFORMED AND ONLY BOUNDARY VERIFICATION AS TO FIELD CORNERS FOR CONTROL.

METES AND BOUNDS DESCRIPTION

The Surveyor will provide a metes and bounds description and exhibit sketch for the ROW. The Surveyor will prepare exhibits for the City's use in property owner negotiations. The Surveyor will set new property corners.

PAVING PLANS

- 1. The Engineer will prepare plans and profiles with all necessary pavement lines and grades as required at a minimum 1' = 20' on 24" x 36" size D plan sheet.*
- 2. The Engineer will design the proposed pavement and prepare details for pavement connections, dimension control, and pavement joint details per City standards.*

TXDOT DRIVEWAY

- 1. Our office will coordinate correspondence with TXDOT and any necessary telephone calls, and attend meetings needed to complete the construction plans.*
- 2. Our office will file necessary letters, submittals, and applications to TXDOT needed approval.*

STORM SEWER PLAN & PROFILE

The Engineer will provide applicable storm sewer construction plans to conform to local design criteria and specifications. The proposed construction plans will include the following:

- 1. Area drainage map and location map.*
- 2. Existing drainage features which will affect the design of facilities on site.*
- 3. Design the required storm sewer facilities to most economically discharge rainfall for the designated storm frequency.*
- 4. The plans will be developed on size "D" plans (24" x 36") at no greater than 1"=20' scale, or to a plan and profile scale to conform to the Client or reviewing authorities requirements.*
- 5. Design inlets and laterals to handle the designated rainfall storm frequency as required by the City.*
- 6. Provide sufficient benchmarks, elevations horizontal stationing, and vertical control, as well as references to existing and proposed utilities to minimize conflicts during construction.*
- 7. Provide details, sections, and references to successfully complete the proposed storm sewer construction.*
- 8. Design tributary crossing based on hydraulic analysis of the stream by detailed exhibit in plan and profile.*

DRAINAGE AREA MAP

The Engineer will provide applicable storm sewer construction plans to conform to local design criteria and specifications. The proposed plans will include:

- 1. Area drainage map and location map.*
- 2. Existing drainage features which will affect the design of facilities onsite.*
- 3. The Engineer will prepare a drainage area map which will delineate the surface drainage areas, runoff coefficients, rainfall intensities and design runoffs for review by the City.*
- 4. Design will accommodate 100 year stream flows and cause no-rise conditions within floodway.*

BID PROPOSAL

The Engineer upon completion of the construction plans will prepare a detailed construction quantity take off on an item by item basis. This bid proposal will detail paving quantities, excavation quantities, storm sewer quantities and utility quantities for preparation of bid schedule. The Engineer will prepare an Opinion of Probable Construction Cost for the project.

Such services shall represent the Engineer's judgment as a design professional familiar with the construction industry. It is recognized, however, that the Engineer does not have control over the cost of labor, material or equipment, over methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Project or from the Engineer's opinion of the Cost of the Work for the Engineer's Portion of the Project or evaluation thereof.

EROSION CONTROL PLAN

The Engineer will prepare an erosion control plan to be used during the construction phase, which will conform to city requirements. The consultant will locate on a plan a best managed practice (BMP) to the outfall locations as required to limit runoff sedimentation from the construction site.

Vilbig will NOT provide services during the construction phase.

As part of the Water Quality Act of 1987, storm water discharges associated with industrial activity from a point source to waters of the United States is unlawful, unless authorized by a National Pollutant Discharge Elimination System (NPDES) permit. Construction activities, which disturb an area greater than one (1) acre by grading, clearing, grubbing or other construction activity is defined as an industrial activity, subject to the requirement of an NPDES permit. In order to effectively manage the permit process, the EPA has produced a general permit for construction activities, which defines specific conditions and requirements to be met as part of the permit. The general permit establishes the procedures required for proper coverage, the requirement for a Storm Water Pollution Prevention Plan (SWPPP) and requirements for termination of permit coverage.

The operator of the site is required to submit the Notice of Intent (NOI) 48 hours prior to beginning of construction activities on the site. The operator of the site is ultimately responsible for the effective reduction of pollution and sediment loss from the site. The operator can be the owner (or owner's representative), the general contractor for the project or specific subcontractors for the project. The operator is loosely defined in the general permit as the entity with 'day to day operational control' of the site along with control over construction specifications. The EPA provides for multiple NOIs for the site, creating a co-permittee condition in which responsibilities are shared between owner and / or contractor(s).

The Owner, Developer or Operator will be responsible for the weekly or bi-weekly inspections as required. If the Owner/Developer/Operator does not perform inspections, Vilbig & Associates will not be liable for any inspection activities or liability.

Vilbig & Associates, P.L.L.C.

Standard Provisions

The firm shall perform the services outlined in this agreement for the stated fee arrangement.

Fee: *The total fee, if stated, is valid for a period of 60 days and shall be understood to be an estimate. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.*

Principal	\$180 per Hour	Registered Surveyor	\$120 per Hour
Project Manager	\$140 per Hour	Design Engineer	\$100 per Hour
Project Engineer	\$120 per Hour	Technician	\$65 per Hour
Sr. Technician	\$90 per Hour	Jr. Technician	\$40 per Hour
Field Crew	\$200 per Hour (\$250 per Hour for construction layout)		
Principal	\$260 per Hour (Expert Witness Testimony)		

Direct Expense:

A. **PRINTING:** *All printing, including plots and blueines, will be billed as Direct Expense. This includes printing deemed necessary for the production of work, intermediate progress, coordination, and final completion of the project. In house printing will be charged at rates comparable to current commercial rates.*

B. **DELIVERIES:** *Deliveries necessary for production, coordination, and general project expediency. The determination of required deliveries will be made solely by the Engineer/Surveyor.*

C. **DEEDS/FEES/PLANS:** *Any and all research of deed records for easements, etc. will be billed as Direct Expense. Fees: All filing fees, review fees, etc. will be paid by the Client. The Engineer/Surveyor will notify Client when fees are required. Plans: All as-built plans and existing plans required to perform services will be obtained from the City or State entities and invoiced as Direct Expense. Deeds, fees, and plans will be billed at cost plus 10% as Direct Expense.*

D. **TRAVEL AND MILEAGE:** *Travel and Mileage necessary for expedient production and performance of work will be invoiced to the Client as Direct Expense at the current rate set as an allowable deduction by the I.R.S. plus 10%.*

Billings/Payments:

Invoices for the firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 10 days after invoice date, unless agreed upon differently in contract. If the invoice is not paid within 10 days, the Firm may without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Any changes in the site plan by the Architect or Client, after preliminary Engineering Design has been completed and verbally accepted by the City, which causes changes to the Engineering Design or drawings, will be treated as additional services to the original scope of work and will be billed on an hourly basis.

Any changes or additional services after Engineering Design has been submitted to the city for review which causes changes to the Engineering Design or drawings, will be treated as additional services to the original scope of work and will be billed on an hourly basis, regardless whether the changes or additional services are due to owner/architectural changes or city review or compliance comments.

Retainers will be applied as a credit on the final invoices. Reimbursables will be billed with a 10% handling charge.

Late Payments:

In the unlikely event of an account being unpaid 30 days after the invoice date may be subject to a monthly services charge of 1.5% on the then unpaid balance (18% true and annual rate), at the sole election of the Firm. In the event any portion or all of an account remains unpaid after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

If Client for any reason fails to pay the undisputed portion of Engineer's invoices within 30 days of presentation, Engineer shall cease work on the project and Client shall waive any claim against Engineer and shall defend and indemnify Engineer from and against any claims for injury or loss stemming from Engineer's cessation of service. Client shall also pay Engineer the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule, or scope of services.

In the event any bill or portion thereof is disputed by Client, Client shall notify Engineer within ten days of receipt of bill in question, and Client and Engineer shall work together to resolve the matter within 60 days of its being called to the Engineer's attention. If resolution of the matter is not attained within 60 days, either party may terminate this agreement in accordance with conditions indicated in "Termination of Services".

Indemnification:

The Client shall indemnify and hold harmless the firm and all of its personnel from any and all claims, damages losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts they may be liable.

To the fullest extent permitted by law, the Client shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the client or the client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the client with respect to this Agreement or to the Project.

The client shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer.

Risk Allocations:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses,

damages or claim except for those from Firm Employee expenses arising out of this agreement from any cause or causes, shall not exceed our fee. Such causes include, but are not limited to, the Firm's negligence, errors, omission, and strict liability, breach of contract or breach of warranty.

Construction Cost Opinions:

When included in Consultant's scope of services, opinions of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or the actual construction cost will not vary from Consultant's opinions of probable construction cost.

Standard of Care:

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Compliance:

The Consultant shall review laws, regulations, codes and standards in effect as of the date of the plans are issued that are applicable to the Consultant's services and shall exercise professional care and judgment to design in compliance with requirements imposed by governmental authorities having jurisdiction over the project. Any additional changes, design review or requests for additional information required by a governmental authority or other official after the plans have been issued for construction the client must assume the risk and costs associated with the changes. In addition, any changes or modifications required to be made to the plans by the Consultant will be billed on an hourly basis.

Construction Change Orders:

The use of change orders is a basic element of the design and construction process. While it is desirable to prepare plans and specifications to be perfect and unambiguous, the reality of the situation is that it is not cost-effective for a client to pay a design professional for the levels of service necessary to achieve a 'perfect' set of instruments of services; and no matter how extensive design services may be, certain aspects of the design will require modification to reflect conditions at the construction site. Reasonable practices involve a certain level of flexibility in the development of a project as it moves from the final design through the construction process. Costs and expenses for change orders and or modifications during the construction process are the responsibility of the client. In addition, any changes or modifications required to be made to the plans by the Consultant will be billed to the client on an hourly basis as Project Administration.

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses. In the event that no work has been performed on the contract services as a result of action by other than the Firm, for a period of 90 days, the contract may be considered to be terminated at the discretion of the Firm.

This agreement may be terminated by the Firm upon seven days written notice if the Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional. Engineer shall have no liability to the Client on account of such termination.

Ownership of Documents:

All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm. Upon request, a reproducible copy will be provided to client for their record and use on this project. The original in the Firm's office remains the official copy.

Deed Research:

The Owner or Client will, upon execution of this agreement, provide the Surveyor with all deeds and easements. These may be obtained by the Owner/Client through the title company providing the title commitment.

If these instruments are not received upon execution of this agreement, the Surveyor is herein authorized to engage a records research firm independent from the title company to provide the needed research. The fee for these instruments will be charged to the Owner/Client at actual cost of the service plus 10%.

There will be an additional fee of \$500.00 if we receive the title commitment package after our field work is completed. The title commitment package should include copies of all recorded deeds, easements, plats, etc...

Access to the Site:

Unless otherwise stated, the firm will have access to the site for activities necessary for the performance of the services. The firm will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.

Sub Consultants or Contract Services:

The firm will retain the right to hire sub consultants or contract services as necessary to complete the project in a timely manner. Services may include but not be limited to contract survey field crew, landscape architect services or specialty services. Contract fees may be subject to a 10% handling charge for fixed fee services.

Applicable Laws:

Unless otherwise specified, the laws of the State of Texas shall govern this agreement.

Legacy Boulevard



1 inch = 600 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.3.

Meeting Date: 05/07/2018

Prepared By: Theresa Hutchinson, Parks & Recreation Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6368

Awarding a Bid to and Authorizing Execution of an Agreement with Dean Electric, Inc. dba Dean Construction, as Construction Manager-at-Risk (CMAR), for Construction of the Pecan Grove West Athletic Complex

Issue:

Awarding of services for Construction Manager-at-Risk for Construction of the Pecan Grove West Athletic Complex

Background:

The Sherman Parks and Recreation Department worked with Dunkin, Sims, Stoffels, Inc. to create the 2017 Parks, Recreation, and Open Space Master Plan for the City of Sherman, which was approved and adopted by the City Council at the May 4, 2017 meeting. The purpose of this plan was to establish short and long-term priorities for maintenance, operation and future development of Sherman's parks, trails, recreation programs and facilities. Included in this Master Plan is the design and construction of an athletic complex at Pecan Grove West Park.

At the March 19, 2018 meeting, the City Council approved a request to advertise for a Construction Manager-at-Risk (CMAR), which resulted in seven (7) responses. Based upon specific scoring criteria included in the bid solicitation, City staff recommends awarding to Dean Electric, Inc. dba Dean Construction of Cedar Hill, Texas. A CMAR assumes the risk of the construction of facilities at a guaranteed maximum price.

Origination:

Parks and Recreation Department

Financial Consideration:

The fee for professional CMAR services will be three percent (3%) of the Construction Phase total cost, which is estimated at about \$287,500 and is included in funding available in the Capital Improvement Program Fund for this project.

Staff Recommendation:

It is recommended that the contract with Dean Electric, Inc. dba Dean Construction of Cedar Hill, Texas, for professional CMAR services relating to Pecan Grove West Athletic Complex construction be approved.

Alternatives:

Those as may be directed by the City Council.

Attachments

Resolution No. 6368

Standard Form of Agreement

Bid Tabulation

Aerial Location Map - Pecan Grove West Athletic Complex

RESOLUTION NO. 6368

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH DEAN ELECTRIC, INC. DBA DEAN CONSTRUCTION, AS CONSTRUCTION MANAGER-AT-RISK (CMAR), FOR CONSTRUCTION OF THE PECAN GROVE WEST ATHLETIC COMPLEX; 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 Dean Electric, Inc. dba Dean Construction of Cedar Hill, Texas, is hereby awarded an agreement to serve as Construction Manager-at-Risk (CMAR) for construction of the Pecan Grove West Athletic Complex, 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 an agreement with Dean Electric, Inc. dba Dean Construction of Cedar Hill, Texas, as Construction Manager-at-Risk (CMAR), for construction of the Pecan Grove West Athletic Complex, in accordance with all contract documents attached hereto and made a part here 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 _____, 2018.

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**



AIA[®] Document A133[™] – 2009

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

AGREEMENT made as of the 1st day of May
in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

City of Sherman
405 North Rusk
Sherman, TX 75090

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

Dean Electric, Inc. dba Dean Construction
701 Hall Street
Cedar Hill, TX 75104

for the following Project:
(Name and address or location)
Pecan Grove West Athletic Complex
Canyon Creek Drive

The Architect:
(Name, legal status and address)

Duncan, Sims, Stoffels, Inc
622 W State Street
Garland, TX 75040

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

Theresa Hutchinson - Parks and Recreation Manager
903-892-7344
TheresaH@ci.sherman.tx.us

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

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

Init.

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

Gregory Firebaugh - President

214-212-6328

Greg@Dean-Construction.com

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

Dennis Sims - PLA

214-553-5778

DSims@Dssland.com

The Owner and Construction Manager agree as follows.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	OWNER'S RESPONSIBILITIES
4	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6	COST OF THE WORK FOR CONSTRUCTION PHASE
7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8	INSURANCE AND BONDS
9	DISPUTE RESOLUTION
10	TERMINATION OR SUSPENSION
11	MISCELLANEOUS PROVISIONS
12	SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

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

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

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

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of

the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

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

§ 2.1.2 Consultation

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

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

§ 2.1.4 Phased Construction

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

§ 2.1.5 Preliminary Cost Estimates

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

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

§ 2.1.6 Subcontractors and Suppliers

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

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

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

§ 2.1.9 Notices and Compliance with Laws

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

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

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

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

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

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

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

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

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

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

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

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

§ 2.3 Construction Phase

§ 2.3.1 General

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

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

§ 2.3.2 Administration

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

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

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

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

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

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

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the

Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

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

§ 2.4 Professional Services

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

§ 2.5 Hazardous Materials

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

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

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

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

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

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

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

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

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations

of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 3.2 Owner's Designated Representative

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

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

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

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

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)
No cost for pre-construction services

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

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

§ 4.2 Payments

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

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

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

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

§ 5.1.1 The Construction Manager's Fee:

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

Cost of the work plus 3%

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

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

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

§ 5.1.5 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 5.2 Guaranteed Maximum Price

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

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

Any savings will be returned to the City.

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

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

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

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

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

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

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

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

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

§ 6.2 Labor Costs

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

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

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

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

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary

benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

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

§ 6.3 Subcontract Costs

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

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

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

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

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

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

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

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

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

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

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

§ 6.6 Miscellaneous Costs

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

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

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

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

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

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

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

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

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

§ 6.7 Other Costs and Emergencies

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

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

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

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

§ 6.8 Costs Not To Be Reimbursed

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

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

§ 6.9 Discounts, Rebates and Refunds

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

received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

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

§ 6.10 Related Party Transactions

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

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

§ 6.11 Accounting Records

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

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

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

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

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

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

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

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall

be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

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

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Performance Bond	100%
Payment Bond	100%
Maintenance Bond	100%

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

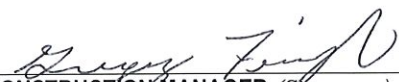
§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201™–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)
General conditions based on \$2,500,000.00 budget to be fixed 8.5% of the cost of work.

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Gregory Firebaugh - President
(Printed name and title)

Init.

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**CITY OF SHERMAN
RFP EVALUATION SUMMARY**

Date: April 13, 2018
Bid Title: CMAR Pecan Grove Athletic Complex

SCORING SUMMARY

Evaluation Criteria	W.B. Kibler Construction	Schmoldt Construction	Mycon	Piazza Construction	The Fain Group	IWC Texas, LLC	Dean Construction
Theresa Hutchinson, Parks and Recreation Manager	50	64	54	74	56	41	96
Clint Philpot, Director of Engineering	69	74	70	79	59	35	100
Jimmy Mrozinski, Parks Maintenance Superintendent	43	53	45	57	52	40	100
Total Points Distributed	54	64	56	70	56	39	99
Pre-Construction Fee	\$ 5,000	\$ 5,700	\$ 3,500	\$ 2,000	\$ 9,500	\$ 10,000	\$ -
Percentage	4%	3%	7%	4%	6%	3%	3%
Total Cost	\$ 422,282	\$ 358,150	\$ 428,581	\$ 356,520	\$ 578,833	\$ 328,450	\$ 287,500

NOTES:





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.4.

Meeting Date: 05/07/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6369**

Authorizing Execution of an Agreement with Habitat For Humanity of Grayson County for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 320 West Jones Street

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 320 West Jones Street.

Background:

Several years ago, the City Council began a residential tax abatement program to encourage the redevelopment of older sections of town. This application is for the construction of a new single-family residence at this location. This lot is in the current designated zone for residential tax abatement.

Origination:

Habitat For Humanity of Grayson County, Owner

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$427.30 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 6369

Residential Tax Abatement Agreement

Application

Warranty Deed

Building Permit

Site Plan

Photo

Location Map

Residential Reinvestment Zone Map

RESOLUTION NO. 6369

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH HABITAT FOR HUMANITY OF GRAYSON COUNTY FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 320 WEST JONES STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Habitat For Humanity of Grayson County and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Habitat For Humanity of Grayson County for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 320 West Jones Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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 _____, 2018.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **HABITAT FOR HUMANITY OF GRAYSON COUNTY**, hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2011, the City Council of Sherman, Texas, passed Ordinance No. 5692 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 6210) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2011;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2017, and continuing for tax years 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025,

2026 and 2027, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2018, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2018	100%
2019	100%
2020	100%
2021	100%
2022	100%
2023	100%
2024	80%
2025	60%
2026	40%
2027	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026 and 2027, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

Construction of one (1) new single-family residence at 320 West Jones Street, Sherman, Texas, and as more particularly described by the following:

SITUATED in the County of Grayson, State of Texas, being a part of the Samuel Blagg Survey, Abstract No. 56, being a part of the J. P. Loving's Addition to the City of Sherman, Texas as shown by plat of record in Volume 43, Page 421, Deed Records, Grayson County, Texas, being the same 50.00 x 115.00 foot tract of land conveyed by Clyde Ray Hemby, and Betty June Hipple, Individually and in their capacity as Co.-Independent Executors of the Estate of Clarence Rayburn Hemby, Deceased to Rodney J. Reichelt, et ux by a deed dated February 14, 1986, recorded in Volume 1806, Page 421, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a found ½ inch rebar on the North line of said J. P. Loving's Addition, the South line of Jones Street, said rebar maintaining the Northeast corner of said 50.00 x 115.00 foot tract, the Northwest corner of a 55.5 x 115 foot tract of land conveyed by The Merchants and Planters National Bank, Trustee to W. A. Bell, et ux by deed dated October 14, 1976, recorded in Volume 1361, Page 800, Deed Records, Grayson County, Texas, said rebar also being South 74 deg. 00 min. 00 sec. West, a distance of 213.56 feet from a set ½ inch rebar at the intersection of the South line of said Jones Street with the West line of Elm Street:

THENCE South 15 deg. 43 min. 32 sec. East, with the West line of said Bell tract, a distance of 114.20 feet to a set ½ inch rebar for its southwest corner on the North line of an alley;

THENCE South 74 deg. 00 min. 00 sec. West, with the North line of said alley a distance of 50.00 feet to a set ½ inch rebar:

THENCE North 15 deg. 43 min. 32 sec. West, a distance of 114.20 feet to a set ½ inch rebar on the North line of said J. P. Loving's Addition, the South line of said Jones Street:

THENCE North 74 deg. 00 min. 00 sec. East, with the North line of said J. P. Loving's Addition, the south line of said Jones Street, a distance of 50.00 feet to the **PLACE OF BEGINNING AND CONTAINING 0.13 ACRES OF LARD MORE OR LESS.....**

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this

Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Habitat for Humanity of Grayson County
PO Box 2725
Sherman, TX 75091
(903) 893-0009

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2018.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
HABITAT FOR HUMANITY OF
GRAYSON COUNTY

BY: _____
ROBBY HEFTON
CITY MANAGER

BY: _____
DEAN HAMBRECHT
REPRESENTATIVE,
HABITAT FOR HUMANITY

ATTEST:

BY: _____

**LINDA ASHBY
CITY CLERK**

**APPROVED AS TO FORM
AND CONTENT:**

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

**THE STATE OF TEXAS §
COUNTY OF GRAYSON §**

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

GIVEN UNDER MY HAND and seal of office this ____day of _____, 2018 A.D.

**_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS**

**CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT**

Property Owner:

Name: Habitat for Humanity of Grayson Co
Mailing Address: PO Box 2725 Sherman TX 75091
Telephone Number: 903 893 0009

Contact (if different than owner):

Name: _____
Mailing Address: _____
Telephone Number: _____

Property:

Physical Address: 320 W Jones St
Summary Legal Description: Lot: _____ Block: _____ Addition: _____

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: X Remodeling: _____
Estimated Value of Improvements: \$100,000
Estimated Date of Start of Construction: 5/1/18
Estimated Date of Completion of Project: 7/31/18
Description of Project: New 3bed 2 bath home

Applicant(s): Dennis Lambert Date: 4/19/18

Date: _____

Grayson County
Wilma Bush
Grayson County Clerk
Sherman, Texas 75090



70 2015 00009555

Instrument Number: 2015-00009555

Recorded On: May 26, 2015

As
Recordings

Parties: BROWN JOHNNY RAY

To HABITAT FOR HUMANITY

Billable Pages: 2

Number of Pages: 4

Comment: WD

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	20.00
Total Recording:	20.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

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

File Information:

Document Number: 2015-00009555

Receipt Number: 426506

Recorded Date/Time: May 26, 2015 09:46:02A

Book-Vol/Pg: BK-OR VL-5629 PG-404

User / Station: G WHITE - Cashiering Station 1

Record and Return To:

GILLESPIE AND GILLESPIE

200 N. TRAVIS

SHERMAN TX 75090



THE 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 Public Records of Grayson County, Texas.

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

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

WARRANTY DEED

Date: April 20, 2015

Grantor: Johnny Ray Brown

Grantor's Mailing Address (including county):

303 W. Cherry
Sherman, Grayson County, Texas 75092

Grantee: Habitat for Humanity

Grantee's Mailing Address (including county):

P.O. Box 2725
Sherman, Grayson County, Texas 75091

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

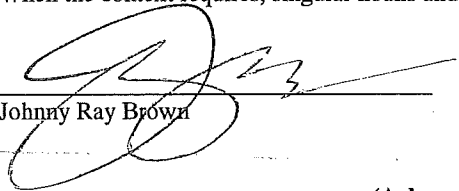
SITUATED in the County of Grayson, State of Texas, being a part of the SAMUEL BLAGG SURVEY, Abstract No. 56, being a part of the J.P. LOVING'S ADDITION to the City of Sherman, Texas as shown by plat of records in Volume 43, Page 421, Deed Records, Grayson County, Texas, and being more particularly on the attached Exhibit "A".

Reservations from and Exceptions to Conveyance and Warranty:

All otherwise valid reservations and conveyances of the mineral estate, oil, gas, and other mineral leases, easements, rights-of-way, and restrictions of record in the office of the County Clerk of Grayson County, Texas.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

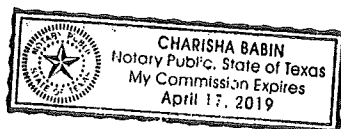
When the context requires, singular nouns and pronouns include the plural.


Johnny Ray Brown

(Acknowledgment)

STATE OF TEXAS
COUNTY OF GRAYSON

This instrument was acknowledged before me on the 27 day of April, 2015, by JOHNNY RAY BROWN.



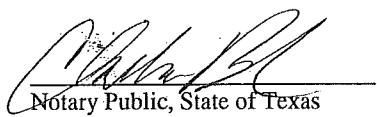

Notary Public, State of Texas

EXHIBIT "A"

SITUATED in the County of Grayson, State of Texas, being a part of the SAMUEL BLAGG SURVEY, Abstract No. 56, being a part of the J. P. LOVING'S ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 43, Page 421, Deed Records, Grayson County, Texas, being the same 50.00 x 115.00 foot tract of land conveyed by Clyde Ray Hemby, and Betty June Hipple, Individually and in their capacity as Co-Independent Executors of the Estate of Clarence Rayburn Hemby, Deceased to Rodney J. Reichelt, et ux by deed dated February 14, 1986, recorded in Volume 1806, Page 421, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a found 1/2 inch rebar on the North line of said J. P. Lovings Addition, the South line of Jones Street, said rebar maintaining the Northeast corner of said 50.00 x 115.00 foot tract, the Northwest corner of a 55.5 x 115 foot tract of land conveyed by The Merchants and Planters National Bank, Trustee to W. A. Bell, et ux by deed dated October 14, 1976, recorded in Volume 1361, Page 800, Deed Records, Grayson County, Texas, said rebar also being South 74 deg. 00 min. 00 sec. West, a distance of 213.56 feet from a set 1/2 inch rebar at the intersection of the South line of said Jones Street with the West line of Elm Street;

THENCE South 15 deg. 43 min. 32 sec. East, with the West line of said Bell tract, a distance of 114.20 feet to a set 1/2 inch rebar for its Southwest corner on the North line of an alley;

THENCE South 74 deg. 00 min. 00 sec. West, with the North line of said alley, a distance of 50.00 feet to a set 1/2 inch rebar;

THENCE North 15 deg. 43 min. 32 sec. West, a distance of 114.20 feet to a set 1/2 inch rebar on the North line of said J. P. Loving's Addition, the South line of said Jones Street;

THENCE North 74 deg. 00 min. 00 sec. East, with the North line of said J. P. Loving's Addition, the South line of said Jones Street, a distance of 50.00 feet to the place of beginning and containing 0.13 ACRES OF LAND more or less.....

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property legally described hereon was made on the ground on the 8 th day of July, 1998 that the improvements on said property are known as 320 W. JONES STREET, SHERMAN, TEXAS and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying.


Marshall Sartin, R.P.L.S. # 36941

Bk Vol Pg
00009555 OR 5629 407

Filed for Record in:
Grayson County

On: May 26, 2015 at 09:46A

As a
Recording

Document Number: 00009555

Amount: 20.00

Receipt Number: 426506

By:
GAIL WHITE

STATE OF TEXAS COUNTY OF GRAYSON
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:
Grayson County
as stamped hereon by me.

May 26, 2015

Wilma Bush, Grayson County Clerk
Grayson County

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 180815 SUBCONTRACTOR: HABITAT FOR HUMANITY DATE ISSUED: 4/19/2018

PROJECT ADDRESS:	320 W JONES ST	LOT #:	
PARCEL ID:	163600	BLK #:	1
SUBDIVISION:	LOVING J P ADDN	ZONE ORD:	
ISSUED TO:	HABITAT FOR HUMANITY	CONTRACTOR:	HABITAT FOR HUMANITY
ADDRESS:	PO BOX 2725	ADDRESS:	PO BOX 2725
CITY, ST ZIP:	SHERMAN TX 75091-2725	CITY, ST ZIP:	SHERMAN TX 75091-2725
PHONE:	903-893-0009	PHONE:	
PROP. USE:	SINGLE FAMILY RESIDENTIAL	SQ FT:	1,176.00
WORK:	NEW RESIDENTIAL CONSTRUCTION	BEDROOMS:	3
VALUATION:	\$ 100,000.00	BATHROOMS:	2
OCCP TYPE:	SINGLE FAMILY RESIDENTIAL	STORIES:	1
CNST TYPE:	WOOD FRAME		

FEE CODE	DESCRIPTION	AMOUNT
BLD10	RESIDENTIAL STORMWATER MGMT	\$ 25.00
	TOTAL	\$ 25.00

NOTES:

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

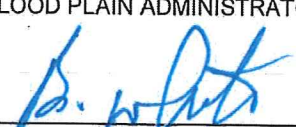
I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.


(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

4/19/18
DATE


(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

4/19/2018
DATE


(APPROVED BY) BUILDING & ZONING

4/27/18
DATE



ALL DISTANCES SHOWN ARE BASED ON THE GROUND SURVEY OF THE TEXAS COORDINATE SYSTEM OF 1983, NORTH-CENTRAL ZONE (4202), NORTH AMERICA DATUM OF 1983.

LAND DESCRIPTION:

BEING all of that certain tract or parcel of land situated in the Samuel Blagg Survey, Abstract No. 56, City of Sherman, Grayson County, Texas, and being a re-tracement survey of a called 0.13 acre tract of land described in the deed to Habitat for Humanity, recorded in Volume 5629, Page 404, Official Records of Grayson County, Texas, same being a part of Block 1 of J.P. Loving's First Addition, according to the plat thereof recorded in Volume 43, Page 447, Deed Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at 1/2-inch iron rod found for the northeast corner of said 0.13 acre tract, common to the northeast corner of a called 54-foot by 115-foot tract of land described in the deed to J.D. Loyd and Frances Jean Loyd, recorded in Volume 537, Page 485, said Deed Records, and on the southerly right-of-way line of West Jones Street and on the northerly line of said Block 1;

THENCE North 74°38'18" East, with the northerly line of said 0.13 acre tract, and with the southerly right-of-way line of said West Jones Street, a distance of 50.00 feet to a 1/2-inch iron rod found for the northeast corner of said 0.13 acre tract, common to the northeast corner of a called 55.5-foot by 115-foot tract of land described in the deed to John Markl and Debra K. Markl, recorded in Volume 4229, Page 469, said Official Records;

THENCE South 15°03'48" East, with the southerly line of said 0.13 acre tract, and with the westerly line of said Markl tract, a distance of 113.76 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" (hereinafter referred to as Capped Iron Rod) set for the southeast corner of said 0.13 acre tract, common to the southeast corner of said Markl tract and on the northerly line of a 10-foot wide alley according to aforesaid plat of J.P. Loving's First Addition;

THENCE South 74°41'56" West, with the southerly line of said 0.13 acre tract, and with the northerly line of said 10-foot alley, a distance of 50.00 feet to a Capped Iron Rod set for the southwest corner of said 0.13 acre tract, common to the southeast corner of aforesaid Loyd tract;

THENCE North 15°03'48" West, with the westerly line of said 0.13 acre tract, and with the easterly line of said Loyd tract, a distance of 113.76 feet to the POINT OF BEGINNING and enclosing 0.131 of an acre (5,886 square feet) of land, more or less.

GENERAL NOTES:

This survey was completed without the benefit of a title commitment. Easements and/or other matters of record may affect the surveyed property. The Surveyor did not perform an Abstract of Title.

FLOOD STATEMENT:

I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 485599, effective date 09/28/2010 and that map indicates that this property is within "Non-shaded Zone X" as defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0290 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

TITLE SURVEY
0.131 OF AN ACRE
SAMUEL BLAGO SURVEY, ABSTRACT NO. 56
J.P. LOVING'S ADDITION
PART OF BLOCK 1
320 West Jones Street, Sherman
Grayson County, Texas

Preston Trail
LAND SURVEYING
43493 N. State Hwy 289, Suite 5
Pellham, TX 75706
www.prestontrailandsurveying.com
903-786-6029
TRPLS File No. 1019405
Drawn by: BKH
Checked by: CHN
Scale: 1"=20'
Date: 01/09/2018
Project No. 190092
Sheet No. 1 of 1

LEGEND

● FOUND MONUMENT	D.R.G.C.T. OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
○ SET MONUMENT	R.O.W. RIGHT-OF-WAY
RFC 1/2" IRON ROD IN PRESTON TRAIL LAND SURVEYING RPLS 6585 CAP SET	VOL. PG. VOLUME, PAGE
IRF IRON ROD FOUND	U UTILITY POWER POLE
IRFC IRON ROD FOUND IN PLASTIC CAP	T TELEPHONE BO C
IRFP IRON PIPE FOUND	W WATER METER
BLS BEARS	BOUNDARY LINE
CM CONTROLLING MONUMENT	ADJACENT LINE
E L DEED OR PLAT CHL	ASPHALT
D.R.G.C.T. DEED RECORDS, GRAYSON COUNTY, TEXAS	OVERHEAD ELECTRIC UTILITY

Certify to: Habitat for Humanity;

I, Chris R. Noah, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey has been prepared from an actual on-the-ground survey of the premises depicted hereon and described in the land description attached hereto, conducted under my direction and supervision on 03/06/2018, and there are no discrepancies, conflicts, shortages in area or boundary line conflicts, or any intrusions of visible improvements from adjoining tracts, or protrusions of visible improvements onto adjoining tracts, to the best of my knowledge and belief, except as shown. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying.



Chris R. Noah
Chris R. Noah, R.P.L.S. No. 6585

320 W. Jones Street

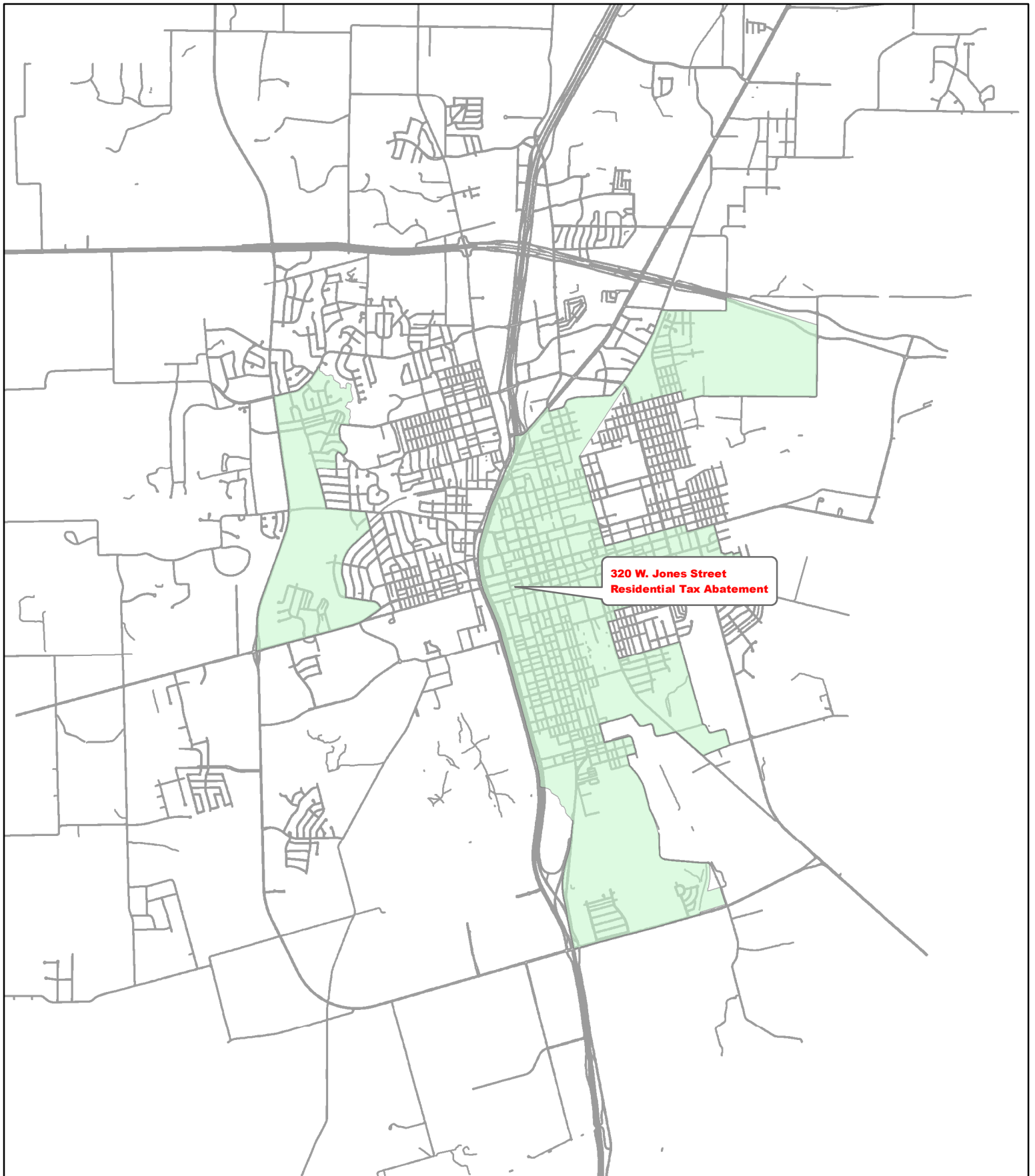




320 West Jones Street



1 in = 400 ft



320 West Jones Street Residential Tax Abatement



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE
1 inch = 5,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.5.

Meeting Date: 05/07/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6370**

Authorizing Execution of an Agreement with Tobar's Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1321 South Montgomery Street

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 1321 South Montgomery Street.

Background:

Several years ago, the City Council began a residential tax abatement program to encourage the redevelopment of older sections of town. This application is for the construction of a new single-family residence at this location. This lot is in the current designated zone for residential tax abatement.

Origination:

Tobar's Properties, LLC, Owner

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$299.11 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 6370

Residential Tax Abatement Agreement

Application

Warranty Deed

Building Permit

Site Plan

Photo

Location Map

Residential Reinvestment Zone Map

RESOLUTION NO. 6370

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH TOBAR'S PROPERTIES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1321 SOUTH MONTGOMERY STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Tobar's Properties, LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Tobar's Properties, LLC for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 1321 South Montgomery Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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 _____, 2018.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **TOBAR’S PROPERTIES, LLC**, hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2011, the City Council of Sherman, Texas, passed Ordinance No. 5692 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 6210) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY’S guidelines and criteria enacted the 18th day of April, 2011;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2017, and continuing for tax years 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025,

2026 and 2027, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2018, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2018	100%
2019	100%
2020	100%
2021	100%
2022	100%
2023	100%
2024	80%
2025	60%
2026	40%
2027	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026 and 2027, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

Construction of one (1) new single-family residence at 1321 South Montgomery Street, Sherman, Texas, and as more particularly described by the following:

BEING Lot 4, Block 5, Jones & Wainright's Addition

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no

event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Tobar's Properties, LLC
635 Preston Meadows Rd.
Sherman, TX 75092
(903) 816-0410

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2018.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
TOBAR'S PROPERTIES, LLC

BY: _____
ROBBY HEFTON
CITY MANAGER

BY: _____
MARIO TOBAR

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

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

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2018 A.D.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

**CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT**

Property Owner:

Name: Tobias Properties LLC
Mailing Address: 635 Preston Meadows Rd. Sherman 75092
Telephone Number: (903) 816-0416

Contact (if different than owner):

Name: _____
Mailing Address: Same.
Telephone Number: _____

Property:

Physical Address: 1321 S. Montgomery
Summary Legal Description: Lot: 4 Block: 5 Addition: Jones & Wainright
Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: _____ Remodeling: _____

Estimated Value of Improvements: _____ \$70,000

Estimated Date of Start of Construction: 04/20/18

Estimated Date of Completion of Project: 12/20/18

Description of Project: _____

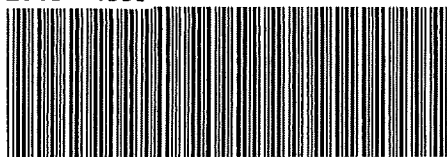
New House.

Applicant(s): _____

Date: 04/20/18.

Date: _____

2018 - 4538



VG-286-2018-4538

**Grayson County
Wilma Bush
County Clerk**

Instrument Number: 2018 - 4538

Real Property Recordings

Recorded On: March 06, 2018 10:17 AM

Number of Pages: 3

Parties: LOREDO ANTONIO

" Examined and Charged as Follows: "

Total Recording: \$30.00

******* 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: 4538

Receipt Number: 20180306000040

Recorded Date/Time: March 06, 2018 10:17 AM

User: Misty G

Station: CLERK05

Record and Return To:

RED RIVER TITLE CO

421 N CROCKETT ST

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

0126703

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.

GENERAL WARRANTY DEED

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS: THAT
COUNTY OF GRAYSON	§	

ANTONIO LOREDO, a single man ("Grantor"), whose mailing address is 1025 S Montgomery St, Sherman, Texas 75090, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to Grantor in hand paid by **TOBAR'S PROPERTIES, L.L.C., a Texas limited liability company** ("Grantee"), whose mailing address is 1308 Pintail Drive, Sherman, Texas 75092, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, the following real property, together with all improvements thereon (the "**Property**"):

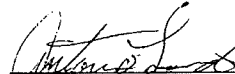
**BEING LOT FOUR (4), BLOCK FIVE (5) OF JONES AND WAINRIGHT
ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY
PLAT OF RECORD IN VOLUME 35, PAGE 96 OF THE DEED RECORDS
OF GRAYSON COUNTY, TEXAS.**

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any way belonging to have and to hold unto Grantee, and Grantee's heirs, successors and assigns, forever; and Grantor does hereby bind itself and its heirs and successors to **WARRANT AND FOREVER DEFEND** all and singular the Property unto Grantee, Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to (i) the liens securing payment of ad valorem taxes for the current and all subsequent years and (ii) easements, liens, reservations, covenants, conditions, and restrictions of record in **Grayson County, Texas**, or visible or apparent on the ground to the extent the foregoing affect the Property. By acceptance of this deed, Grantee assumes and agrees to perform all of the obligations of Grantor under said easements, reservations, covenants, conditions and restrictions, and agrees to pay and indemnifies and agrees to hold Grantor harmless from and against all ad valorem taxes relating to the Property, for the current and all subsequent years.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED AS OF AND EFFECTIVE the 5th day of March, 2018.

GRANTOR:



ANTONIO LOREDO

ACKNOWLEDGEMENT

STATE OF TEXAS

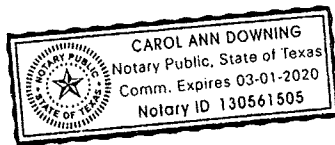
§

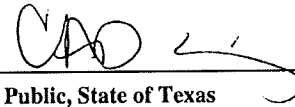
§

COUNTY OF Grayson

§

Before me, a Notary Public, on the 5 day of March, 2018,
personally appeared **ANTONIO LOREDO**, who acknowledged that he did sign the foregoing
instrument, and acknowledged to me that he executed the same for the uses and purposes and
consideration therein expressed.





Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

THE HAY LEGAL GROUP PLLC
611 W. 5th Street, Suite 300
Austin, Texas 78701

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 180823 SUBCONTRACTOR: TOBAR PROPERTIES LLC DATE ISSUED: 4/20/2018

PROJECT ADDRESS:	1321 S MONTGOMERY ST	LOT #:	
PARCEL ID:		BLK #:	
SUBDIVISION:		ZONE ORD:	R-1 ONE FAMILY RESIDENTIAL
ISSUED TO:	TOBAR PROPERTIES LLC	CONTRACTOR:	TOBAR PROPERTIES LLC
ADDRESS:		ADDRESS:	
CITY, ST ZIP:	SHERMAN TX 75092	CITY, ST ZIP:	SHERMAN TX 75092
PHONE:	903-816-0416	PHONE:	
PROP. USE:	ONE FAMILY RESIDENTIAL	SQ FT:	1,742.00
WORK:	NEW RESIDENTIAL CONSTRUCTION	BEDROOMS:	3
VALUATION:	\$ 70,000.00	BATHROOMS:	2
OCCP TYPE:	ONE FAMILY RESIDENTIAL	STORIES:	1
CNST TYPE:	WOOD FRAME		

FEE CODE	DESCRIPTION	AMOUNT
BLD10	RESIDENTIAL STORMWATER MGMT	\$ 25.00
	TOTAL	\$ 25.00

NOTES:

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

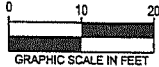
04/20/18
DATE

(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

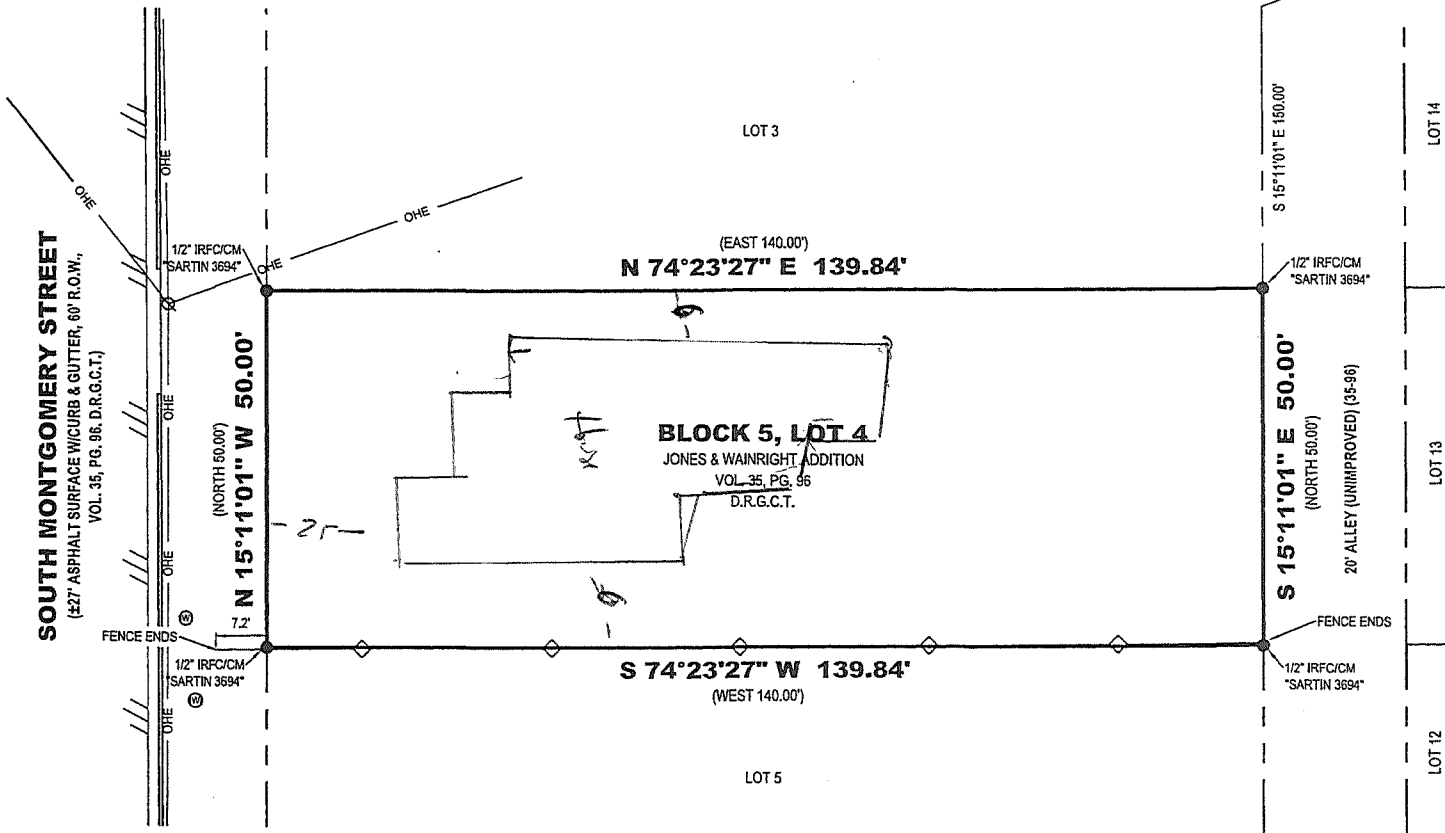
4/20/18
DATE

(APPROVED BY) BUILDING & ZONING

4/23/18
DATE



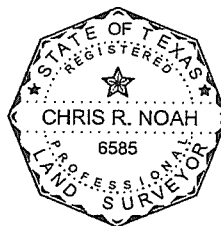
All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.



Certify to: Tobar's Properties LLC, a Texas Limited Liability Company; Antonio Lored, Title Resources Guaranty Company, Red River Title Company;

I, Chris R. Noah, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey has been prepared from an actual on-the-ground survey of the premises depicted hereon and described in the land description attached hereto, conducted under my direction and supervision on 03/02/2018, and there are no discrepancies, conflicts, shortages in area or boundary line conflicts, or any intrusions of visible improvements from adjoining tracts, or protrusions of visible improvements onto adjoining tracts, to the best of my knowledge and belief, except as shown. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying.

Chris R. Noah
Chris R. Noah, R.P.L.S. No. 6585



LEGEND

●	FOUND MONUMENT	⊗	UTILITY/POWER POLE
IRFC	IRON ROD FOUND W/PLASTIC CAP	⊙	WATER METER
CM	CONTROLLING MONUMENT	—	BOUNDARY LINE
()	DEED OR PLAT CALL	- - -	ADJOINER LINE
R.O.W.	RIGHT-OF-WAY	—○—	CHAIN LINK FENCE
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS	///	ASPHALT
VOL., PG.	VOLUME, PAGE	—x—	OVERHEAD ELECTRIC/UTILITY

LAND DESCRIPTION:

BEING Lot FOUR (4), Block FIVE (5) of JONES AND Sherman, Texas, as shown by plat of record in Volur Grayson County, Texas.

NOTES ADDRESSING SCHEDULE 'B' EXCEPTION:

Only those easements and/or other matters of re 0126703, issued by Title Resources Guaranty C Company, with an effective date of January 29, 2018, relisted below were considered for this Survey. The s

- 10a. The surveyed property is subject to any m: Roadways and/or Building Set Back Lines Wainright to the City of Sherman, Texas, f Deed Records of Grayson County, Texas.

FLOOD STATEMENT:

I have examined the F.E.M.A. Flood Insurance F County, Texas, Community Number 485509, effective this property is within "Non-shaded Zone X" defined annual chance flood" as shown on Panel 0405 F of that the property and/or structures thereon will be occasions, greater floods can and will occur and flo natural causes. This flood statement shall not create

TI
JONES & W
BL
1321 South Mon
Grayso

Preston Tra
LAND SURVEYIN

TBPLS Firm No.
1019475

Drawn by: BNH
Checked by: CRN

1321 S. Montgomery





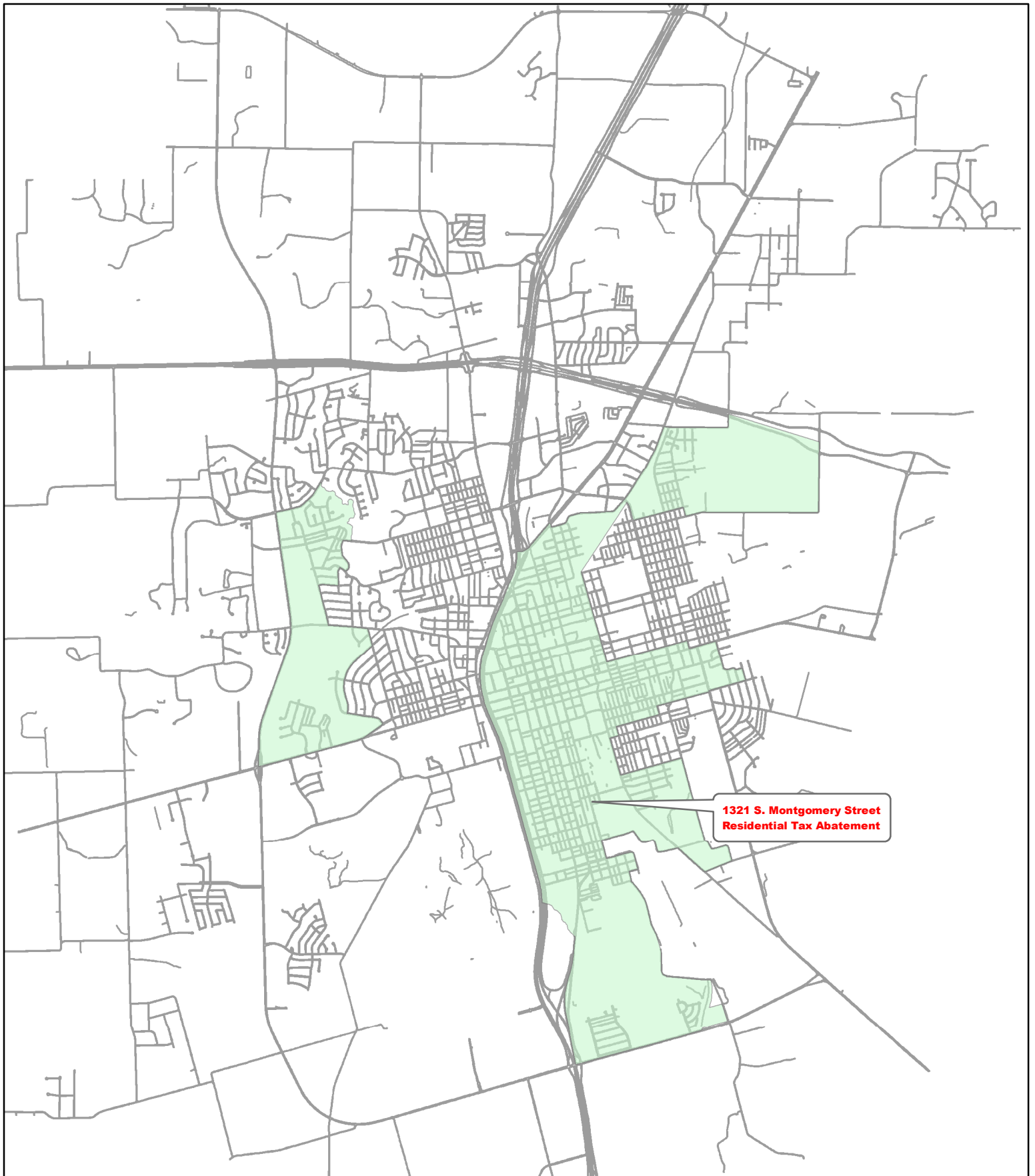
1321 South Montgomery



NOT TO SCALE

1 in = 300 ft

City of Sherman, Texas
Developmental Services Department



1321 South Montgomery Street Residential Tax Abatement



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE
1 inch = 5,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.6.

Meeting Date: 05/07/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6371**

Authorizing Execution of an Agreement with Tobar's Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 516 South Vaden Street

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 516 South Vaden Street.

Background:

Several years ago, the City Council began a residential tax abatement program to encourage the redevelopment of older sections of town. This application is for the construction of a new single-family residence at this location. This lot is in the current designated zone for residential tax abatement.

Origination:

Tobar's Properties, LLC, Owner

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$299.11 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 6371

Residential Tax Abatement Agreement

Application

Warranty Deed

Building Permit

Site Plan

Photo

Location Map

Residential Reinvestment Zone Map

RESOLUTION NO. 6371

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH TOBAR'S PROPERTIES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 516 SOUTH VADEN STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Tobar's Properties, LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Tobar's Properties, LLC for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 516 South Vaden Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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 _____, 2018.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **TOBAR’S PROPERTIES, LLC**, hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2011, the City Council of Sherman, Texas, passed Ordinance No. 5692 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 6210) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY’S guidelines and criteria enacted the 18th day of April, 2011;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2017, and continuing for tax years 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025,

2026 and 2027, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2018, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2018	100%
2019	100%
2020	100%
2021	100%
2022	100%
2023	100%
2024	80%
2025	60%
2026	40%
2027	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026 and 2027, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

Construction of one (1) new single-family residence at 516 South Vaden Street, Sherman, Texas, and as more particularly described by the following:

BEING Lot 11, Block 5, Hazelwood and Vaden Addition

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no

event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Tobar's Properties, LLC
635 Preston Meadows Rd.
Sherman, TX 75092
(903) 816-0410

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2018.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
TOBAR'S PROPERTIES, LLC

BY: _____
ROBBY HEFTON
CITY MANAGER

BY: _____
MARIO TOBAR

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

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

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2018 A.D.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: Tobar's Properties LLC
Mailing Address: 635 Preston Meadows Rd. Sherman TX 75092
Telephone Number: (903) 816-0416

Contact (if different than owner):

Name: _____
Mailing Address: Same.
Telephone Number: _____

Property:

Physical Address: 516 Jaden St.
Summary Legal Description: Lot: 11 Block: 5 Addition: Hazelwood and Jaden Addition
Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one) ☒ New Construction: _____ ☐ Remodeling: _____

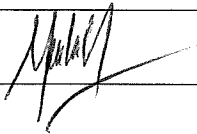
Estimated Value of Improvements: \$70,000.-

Estimated Date of Start of Construction: 04/23/18

Estimated Date of Completion of Project: 12/23/18

Description of Project: _____

New House

Applicant(s): 

Date: 04/23/18.

Date: _____

2018 - 5773



VG-286-2018-5773

**Grayson County
Wilma Bush
County Clerk**

Instrument Number: 2018 - 5773

Real Property Recordings

Recorded On: March 16, 2018 02:24 PM

Number of Pages: 3

Parties: BARTON CAPITAL LTD

" Examined and Charged as Follows: "

Total Recording: \$30.00

******* 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: 5773
Receipt Number: 20180316000183
Recorded Date/Time: March 16, 2018 02:24 PM
User: Regina F
Station: CLERK07

Record and Return To:

RED RIVER TITLE CO
421 N CROCKETT ST

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

0126905

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.

GENERAL WARRANTY DEED

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

BARTON CAPITAL, LTD., a Texas limited partnership ("Grantor"), whose mailing address is 715 S Sam Rayburn Fwy, Sherman, Texas 75090, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to Grantor in hand paid by **TOBAR'S PROPERTIES, L.L.C., a Texas limited liability company ("Grantee"),** whose mailing address is 635 Preston Meadows Rd, Sherman, Texas 75092, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, the following real property, together with all improvements thereon (the "Property"):

**BEING LOT ELEVEN (11) IN BLOCK FIVE (5) OF HAZELWOOD AND
VADEN'S ADDITION TO THE CITY OF SHERMAN, TEXAS AS
SHOWN BY PLAT OF RECORD IN VOLUME 103, PAGE 74, DEED
RECORDS, GRAYSON COUNTY, TEXAS.**

Reservations from Conveyance:

Grantor hereby reserves unto Grantor and Grantor's heirs, successors, and assigns forever all of Grantor's present and reversionary rights, titles and interests in and to all of the oil, gas and other minerals in, on and under or that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it. Grantor does not reserve and retain implied rights of ingress and egress and of reasonable use of the Property (including surface materials) for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any way belonging to have and to hold unto Grantee, and Grantee's heirs, successors and assigns, forever; and Grantor does hereby bind itself and its heirs and successors to **WARRANT AND FOREVER DEFEND** all and singular the Property unto Grantee, Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to (i) to the liens securing payment of ad valorem taxes for the current and all subsequent years and (ii) easements, liens, reservations, covenants, conditions, and restrictions of record in **Grayson County, Texas**, or visible or apparent on the ground to the extent the foregoing affect the Property. By acceptance of this Deed, Grantee assumes and agrees to perform all of the obligations of Grantor under said easements, reservations, covenants, conditions and restrictions, and agrees to pay and indemnifies and agrees to hold Grantor harmless from and against all ad valorem taxes relating to the Property, for the current and all subsequent years.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED AS OF AND EFFECTIVE the 16 day of March, 2018.

GRANTOR:

BARTON CAPITAL, LTD.

By: RB VENTURE MANAGEMENT, L.L.C.,
General Partner

By: [Signature]
RON C. BARTON, Member

ACKNOWLEDGEMENT

STATE OF TEXAS

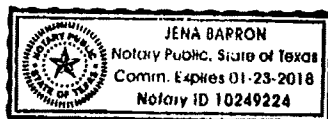
§

COUNTY OF Grayson

§

§

Before me, a Notary Public, on the 16 day of March, 2018, personally appeared **RON C. BARTON**, as Member of **RB VENTURE MANAGEMENT, L.L.C.**, a Texas limited liability company, the General Partner of **BARTON CAPITAL, LTD.**, a Texas limited partnership, on behalf of such entities, who acknowledged that he did sign the foregoing instrument, and acknowledged to me that he executed the same for the uses and purposes and consideration therein expressed.



[Signature]
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

THE HAY LEGAL GROUP PLLC
611 W. 5th Street, Suite 300
Austin, Texas 78701

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 180833 SUBCONTRACTOR: TOBAR PROPERTIES LLC DATE ISSUED: 4/23/2018

PROJECT ADDRESS: 516 S VADEN ST
PARCEL ID:
SUBDIVISION:

LOT #:
BLK #:
ZONE ORD:

ISSUED TO: TOBAR PROPERTIES LLC
ADDRESS:
CITY, ST ZIP: SHERMAN TX 75092
PHONE: 903-816-0416

CONTRACTOR: TOBAR PROPERTIES LLC
ADDRESS:
CITY, ST ZIP: SHERMAN TX 75092
PHONE:

PROP. USE: ONE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL
CONSTRUCTION
VALUATION: \$ 70,000.00
OCCP TYPE: ONE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME

SQ FT: 1,742.00
BEDROOMS: 3
BATHROOMS: 2
STORIES: 1

FEE CODE	DESCRIPTION	AMOUNT
BLD10	RESIDENTIAL STORMWATER MGMT	\$ 25.00
TOTAL		\$ 25.00

NOTES:

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

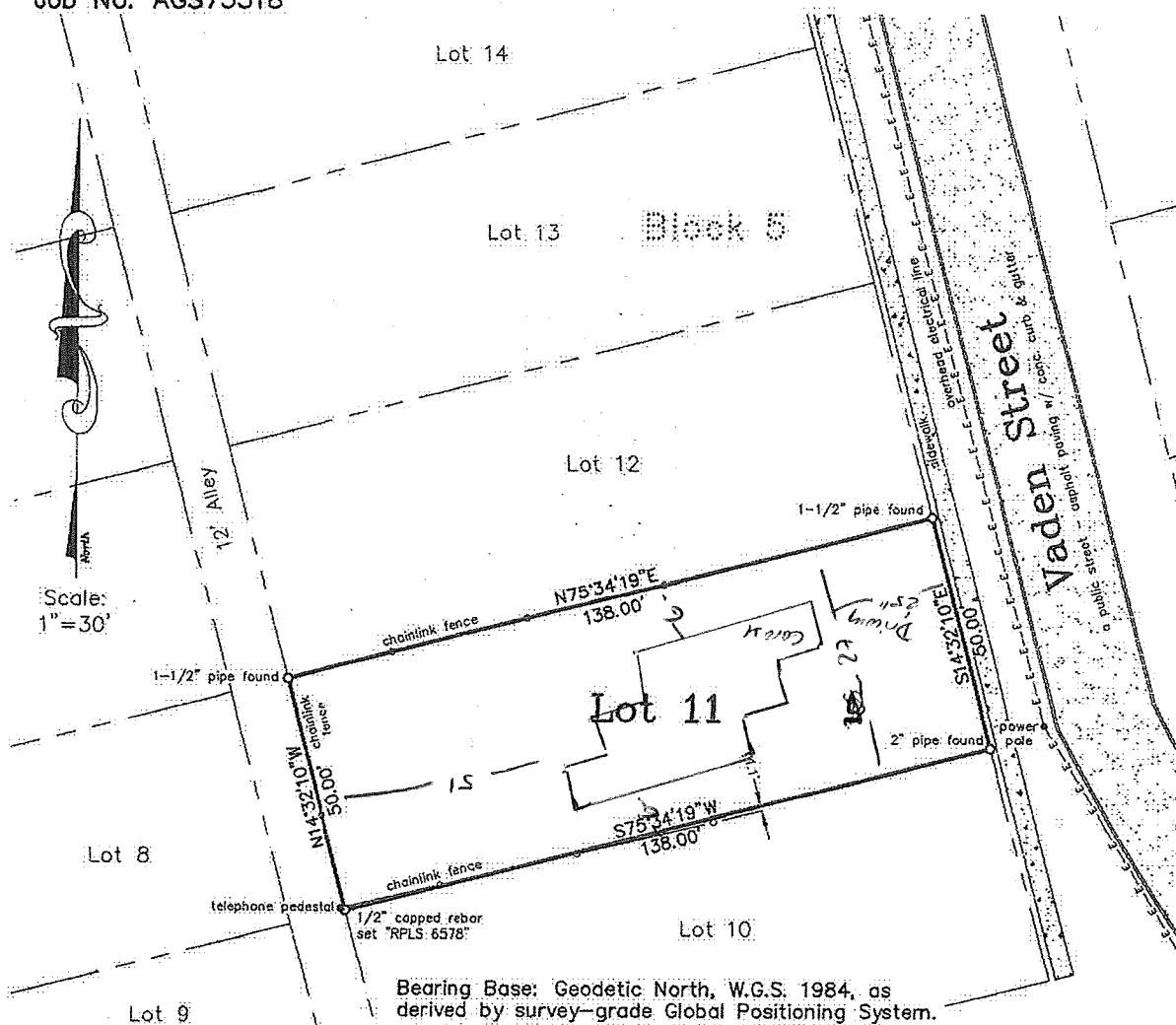
04/23/18
DATE

(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

4/23/18
DATE

(APPROVED BY) BUILDING & ZONING

4/24/18
DATE



Owner: Barton Capital, LTD
 Address: 516 S. Vaden Street
 Sherman, Texas

This survey is for the sole benefit of the Owner. Stated hereon and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

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

Legal Description is as follows: Lot 11, Block 5, Hazlewood and Vaden's Addition to the City of Sherman, Texas, as per plat of record in Volume 103, Page 74, Deed Records, Grayson County, Texas.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0290 F, Revised Date: September 29, 2010.

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



Kate A. Wagner, R. P. L. S. / No. 6578
 Copyright Date: March 26, 2018

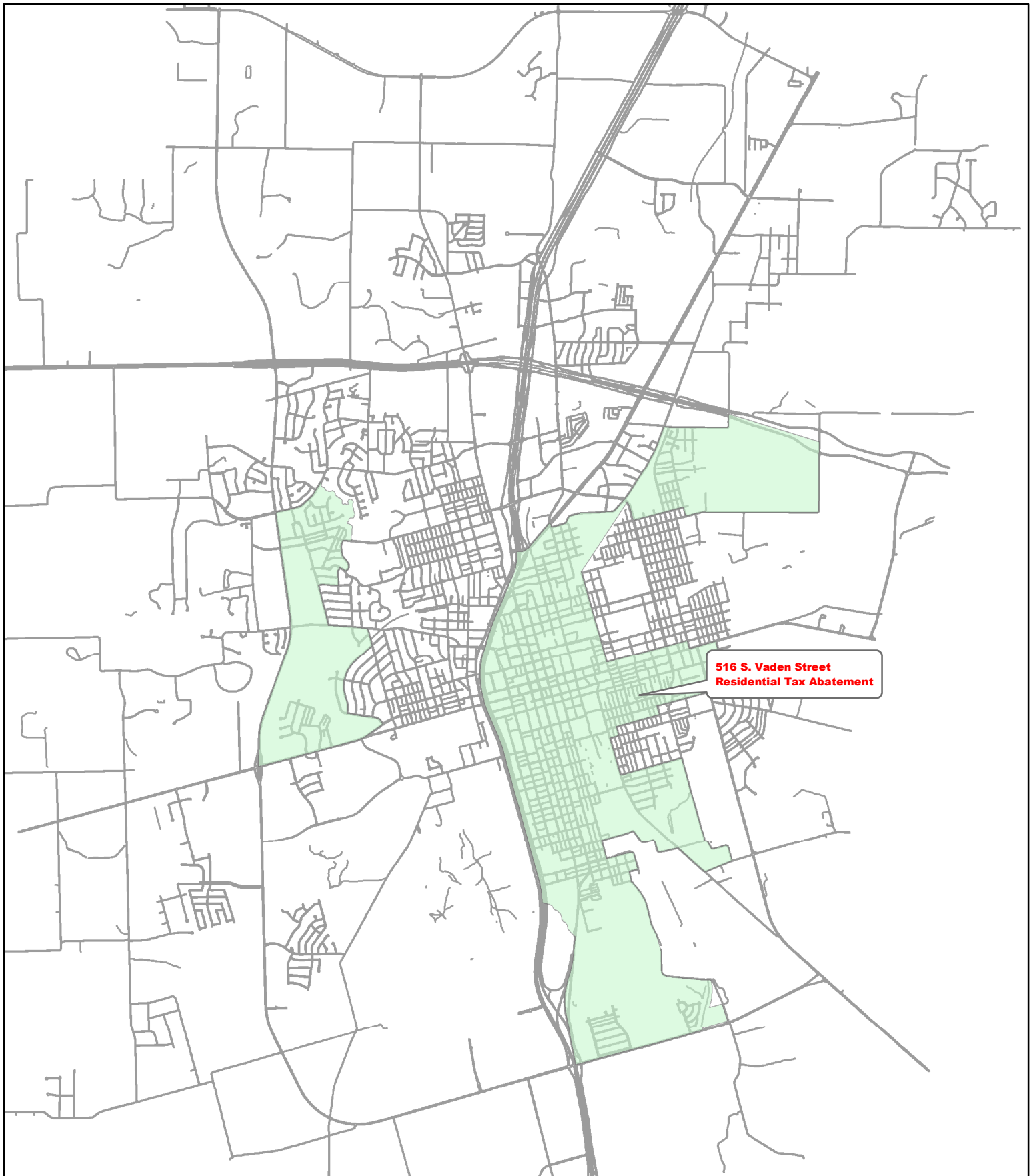
516 S. Vaden Street





NOT TO SCALE

City of Sherman, Texas
Developmental Services Department



516 South Vaden Street Residential Tax Abatement



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE
1 inch = 5,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.1.

Meeting Date: 05/07/2018

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** CHANGE ORDER NO. 3**

Gallagher Elevated Tank Repair and Paint Project; American Suncraft Company, Inc.; \$8,400.00 Increase

Issue:

To consider approval of Change Order No. 3 for the Gallagher Elevated Tank Repair and Paint Project

Background:

The Sherman Independent School District has requested that a "BEARCATS" logo be placed in two locations on the Gallagher elevated storage tank. The logos will be placed on the north and south sides of the tank. The \$8,400.00 in additional costs will be paid by the School District.

Origination:

Utility Administration

Financial Consideration:

Change Order No. 3 increases the total contract price by \$8,400.00, yielding a total contract amount of \$1,358,923.00. The additional cost is being paid by the Sherman Independent School District.

Staff Recommendation:

It is recommended that Change Order No. 3 be approved.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No. 3

Aerial Location Map

CHANGE ORDER NO. 3

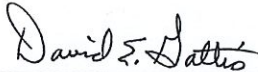
PROJECT: GALLAGHER ELEVATED TANK REPAIR AND REPAINT
OWNER: City of Sherman, Texas
CONTRACTOR: American Suncraft Company, Inc.
ENGINEER: Freeman - Millican, Inc.
Dallas, Texas
DATE: April 18, 2018

TO THE CONTRACTOR: The contract schedule and amount is hereby changed, subject to the Contract provisions. The contractor shall begin work on November 21, 2017 with performance and payment bonds in place and substantially complete all work and place the tank back in service no later than May 25, 2018 with the following increase in contract price.

- 1) Increase in price for adding two "BEARCATS" logos on the elevated tank for the Sherman School District. \$8,400.00

CURRENT CONTRACT AMOUNT	\$1,350,523.00
REVISED CONTRACT AMOUNT	\$1,358,923.00

RECOMMENDED:



David E. Gattis, P.E. Freeman-Millican, Inc.,
Engineer.

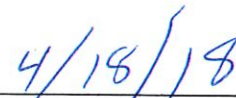
April 18, 2018

Date

APPROVED:



Ron Boling, President - Contractor



Date

Robby Hefton, City Manager, Owner

Date





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.1.

Meeting Date: 05/07/2018

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider the Abatement of Substandard Structures at the Following Locations:

- 525 East Carter Street (G-0763 MCANAI R J B, 70 X 160), Vanessa C. Wynn Estate, Owner
- 1108 East Lamar [GEREN J P ADDN (REPLT FITCH), LOT 6 & E/2 OF 7], Jamie C. Dunlap et ux Pamela G. Dunlap, Owners

Issue:

To consider the demolition of substandard structures at 525 East Carter Street and 1108 East Lamar

Background:

The City's Substandard Structure Code provisions encourage property owner maintenance in order to reduce blight throughout the city. While the program has seen some success, there have been challenges with absentee ownership. In an effort to streamline the process and allow the City to more effectively manage the program, at the April 4, 2016 meeting, the City Council adopted Ordinance No. 5945 to delete the code provisions relating to a Substandard Structure Commission and to place direction for the abatement of substandard structures in the hands of the City Council.

The properties at 525 East Carter Street and 1108 East Lamar are the third group of substandard structures to be presented to the City Council under the revised program. It has been determined through a detailed inspection process that the above structures are dilapidated and/or unsafe and a nuisance to the neighborhood. We have followed the procedures to post, notify and publish notice of this public hearing to receive input from persons who have a legal interest in the properties.

Origination:

Mayor and City Council
City staff

Financial Consideration:

Approximate Abatement Costs:

- 525 East Carter Street: \$5,000 to \$7,000
- 1108 East Lamar: \$7,000 to \$9,000

Funds are available in the current budget for these demolitions.

Staff Recommendation:

It is recommended that the Council direct staff to declare the structures a nuisance and unsafe and authorize staff to proceed with the demolition process.

Alternatives:

As directed by the Council

Attachments

Ordinance No. 5945

Overall Location Map

525 E Carter - Aerial Location Map

1108 E Lamar - Aerial Location Map

Summary of Substandard Structures

525 E Carter - Backup Information

1108 E Lamar - Backup Information

525 E Carter - Photo taken April 17, 2018

1108 E Lamar - Photo taken April 17, 2018

ORDINANCE NO. 5945

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES, ENTITLED "BUILDING REGULATIONS", AT ARTICLE 3.06, ENTITLED "HOUSING CODE", DIVISION 2, ENTITLED "DANGEROUS BUILDINGS", SECTIONS 3.06.010, 3.06.012, 3.06.014, 3.06.015, 3.06.016, 3.06.017, AND 3.06.018, AND DELETING IN ITS ENTIRETY SECTION 3.06.011; 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 3, Article 3.06, Division 2, Section 3.06.010 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 3.06.010 Definitions

The words and phrases contained herein shall have the following meaning ascribed to them unless the context states otherwise:

~~(a) — Board. The Standard Unsafe Building Code Board of Adjustments and Appeals.~~

~~(b)~~ (a) Building. Includes, but is not limited to, any building, fence, awning, canopy, sign, shed, garage, house, tent, trailer or other structure whatsoever.

~~(c)~~ (b) Dangerous building. Any building that does not comply with the minimum standards, as defined herein.

~~(d)~~ (c) Minimum standard. The minimum standards for continued use and occupancy of a building as set forth in section 3.06.003 herein.

~~(e)~~ (d) Owner of record. Any person, agent, firm, corporation or governmental agency shown to be the owner or owners of a building in:

- (1) The real property, assumed name, or appraisal district record of the county;
- (2) The tax or utility records of the city; or
- (3) The records of the secretary of state.

(f) (e) Public nuisance.

- (1) Whatever is dangerous to human life or health; whatever renders the ground, water, air or food hazardous to human life, or health, or that is offensive to the senses; or that is or threatens to become detrimental to the public health; or
- (2) Any building that creates a hazard to health, safety, comfort or welfare is a public nuisance.

SECTION 2. That Chapter 3, Article 3.06, Division 2, Section 3.06.011 of the Code of Ordinances of the City of Sherman, Texas be and is hereby deleted in its entirety:

~~Sec. 3.06.011 Substandard structure commission~~

~~(a) — A substandard structure commission (“commission”) is hereby created and established for the express purpose of providing for the final interpretation and implementation of the provisions of this article. The commission shall consist of three (3) members and two (2) alternates who are not employees of the jurisdiction having authority and shall be appointed by the council. The composition of the board [commission] shall be architects, engineers, real property owners, or members at large from the electrical, plumbing, air conditioning, construction or housing industry.~~

~~(b) — Two (2) members of the commission shall constitute a quorum. In the application of any provisions of this code, affirmative votes of the majority present, but not less than two affirmative votes, shall be required. A board [commission] member shall not act in a case in which he has a personal interest.~~

SECTION 3. That Chapter 3, Article 3.06, Division 2, Section 3.06.012 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 3.06.012 Abatement of substandard structures

- (a) It shall be unlawful for any owner or other person in control of a building to allow that building to be in a condition that does not conform to the minimum standards.
- (b) Any building that does not conform to the minimum standards is hereby declared to be a public nuisance and shall be subject to abatement by repair, demolition, or removal as necessary upon the issuance of an order to abate issued by the ~~commission~~ *City Council* in accordance with the procedures specified in this article.

SECTION 4. That Chapter 3, Article 3.06, Division 2, Section 3.06.014 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 3.06.014 Inspection and notice of abatement

- (a) The city manager shall designate an appropriate official ("building official") of the city to inspect or cause to be inspected any building that he has probable cause to believe does not meet the minimum standards. If the inspecting official is unable to obtain permission to search the building from the owner or a person in control of the premises, the city shall apply for an administrative search warrant pursuant to Texas Code of Criminal Procedure section 18.05, as amended, unless an exception to the warrant requirement exists.
- (b) After completing the inspection, the inspecting official shall determine if the building is a substandard structure.
- (c) After an initial determination that a building is a substandard structure, the inspecting official will notify the owner of record of the building, by certified mail, return receipt requested, of the nature of the violation(s) of the minimum standards.
- (d) The inspecting official shall also notify the owner of record of the building, by certified mail, return receipt requested, that the building is a substandard structure and that the owner must repair, demolish, or remove the building for the good of the public health, safety and welfare.
- (e) The inspecting official shall also notify the owner of record of the building, by certified mail, return receipt requested, that if said violations have not been cured after a period of thirty (30) days the inspection official ~~will~~ *may* cause a hearing to be held ~~with the substandard structure commission before the City Council~~ in accordance with this article.
- (f) A notice shall be posted on the dangerous building as follows:

"THIS BUILDING IS A SUBSTANDARD STRUCTURE ACCORDING TO THE MINIMUM STANDARDS SET FORTH IN THE OFFICIAL CODE OF THE CITY OF SHERMAN, CHAPTER 3, ARTICLE 3.06 AND THE OWNER MUST REPAIR, DEMOLISH OR REMOVE IT.

CONTACT _____ AT _____ FURTHER INFORMATION.

DATE: _____"

SECTION 5. That Chapter 3, Article 3.06, Division 2, Section 3.06.015 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 3.06.015 ~~Commission's~~ Order to Abate

- (a) General. Whenever the building official has inspected or caused to be inspected any structure or lot and has found and determined that such structure or lot is substandard, he may commence proceedings to cause repair, rehabilitation, or demolition of the structure or lot.

(b) Notice and administrative order to abate. The building official shall issue a notice and administrative order to abate a substandard structure or lot. The notice and administrative order shall contain:

- (1) The street address and a legal description sufficient for identification of the premises upon which the structure is located.
- (2) A statement that the building official has found the structure or lot to be substandard with a brief and concise description of the conditions found to render the structure or lot substandard under the provisions of this chapter.
- (3) A statement of the action recommended to be taken as determined by the building official as follows:
 - (A) If the building official has determined that the structure or lot must be repaired or remediated, the administrative order shall require that all required permits be secured and work physically commenced within thirty (30) days from the date of the administrative order.
 - (B) If the building official has determined that the structure must be demolished, the administrative order shall require that all required permits be secured and work physically commenced within thirty (30) days from the date of the administrative order.
- (4) A statement advising that a notice of hearing is forthcoming and a description of the hearing. The hearing shall provide the ~~commission~~ *City Council* the means to consider or determine whether a structure or lot complies with the standards set forth herein and to consider or determine whether a structure or lot must be repaired or demolished, as recommended by the building official in the notice and administrative order.
- (5) Statements advising that if the owner or owners of record are in full agreement with a demolition order, and that if the owner or owners of record are financially unable to abate such nuisance, then the owner or owners of record may grant the city written permission to abate said nuisance, and, in doing so shall grant the city a lien against the real property as described in this article.

(c) Notice of hearing. The building official shall give notice of a public hearing to all known owners; lienholders, or mortgagees for the ~~commission~~ *City Council* to consider or determine whether a structure or lot complies with this code and to consider or determine whether a structure or lot must be repaired, secured or demolished. The notice shall be mailed and posted as provided herein, and published in the official newspaper of the city on one occasion, on or before the tenth (10th) day before the date of the hearing. The notice of hearing shall contain:

- (1) The name and address of the owner of the affected property, if known;

- (2) A legal description of the property, as well as the physical address;
- (3) A description of the hearing;
- (4) The date, time, and place of the public hearing. This date shall be established not less than ten (10) days from the date of the administrative order;
- (5) A statement advising that securing the required permits and physically commencing the required action shall be considered as intent to comply with the administrative order to abate, and that the hearing shall be temporarily postponed. Should abatement halt, or not progress at a rate determined to be reasonable by the building official, the hearing shall be recalled; and
- (6) Statement that the owner; lienholder; or mortgagee will be required to submit at the hearing proof of the scope of any work that may be required to comply with this article and the time it will take to reasonably perform the work.

(d) Service of notice and administrative order to abate and notice of hearing. The notice of the administrative order to abate, the notice of hearing and any supplemental notices or orders shall be served upon the owner; lessor, lienholder; and mortgagees of record and occupant, if different than the owner of the structure or lot. Service of these notices and orders shall be made upon all persons entitled thereto either personally or by mailing a copy of such notice by certified mail, return receipt requested, and an optional second copy by regular mail, to each such person at his address as it appears on the county tax rolls, or as discovered by due diligence, as defined by subsections (d)(1)–(d)(6) of this section, and the notice shall be posted on the front door of each improvement situated on the affected property or as close to the front door as practical. The following of these procedures shall be prima facie evidence of notification. If a certified notice is returned as refused or unclaimed, the validity of the notice is not affected, and the notice shall be deemed delivered. The city has satisfied the requirements of this section to make a diligent effort to determine the identity and address of an owner, a lienholder, or a mortgagee if the city searches the following records:

- (1) County real property records of the county in which the building is located;
- (2) Appraisal district records of the appraisal district in which the building is located;
- (3) Records of the secretary of state;
- (4) Assumed name records of the county in which the building is located;
- (5) City tax records; and
- (6) City utility records.

(e) Filing of notice and administrative order at the county. A copy of the notice and any administrative orders, or such orders as may be issued pursuant to these provisions, shall be filed

with the county deed records in the county where the property is located. The notice must contain the name and address of the owner of the affected property if that information can be determined from a reasonable search of the instruments on file in the office of the county clerk, or upon a due diligence search as set forth herein, a legal description of the affected property, and a description of the proceeding. The filing of said notice and any said orders, is binding on subsequent grantees, lienholders, or other transferees of an interest in the property who acquire such interest after the filing of said notice or any said orders, and constitutes notice of said hearing and notice of any said orders, on any subsequent recipient of any interest in the property who acquires such interest after the filing of said notice or filing of any said orders.

(f) Meeting/public hearing. During an officially convened meeting, the ~~commission~~ *City Council* shall hold a public hearing on each case and shall hear such testimony as may be presented by any department of the city, the housing inspector, or the owner, occupant, mortgagee or any other person having an interest in such building to determine whether a building complies with the standards of this code. The owner, lienholder, or mortgagee has the burden of proof to demonstrate the scope of any work that may be required to comply with this code and the time it will take to perform the work. After all testimony has been received, the public hearing shall be closed and the ~~commission~~ *City Council* shall deliberate on the case in open session. ~~The commission shall make written findings of fact from the testimony offered as to whether the building complies with the standards of this code.~~

~~(1) After the meeting, if~~

~~If a building is found in violation of the standards set forth herein, the~~ *commission City Council* may order that the building be secured, repaired, removed, or demolished by the owner within a reasonable time ~~as provided herein~~. The ~~commission~~ *City Council* reserves the right to determine what is a reasonable amount of time to perform the ordered work.

~~(2) The commission shall require the owner, lienholder, or mortgagee of the building to, within thirty (30) days:~~

~~(A) Secure the building from unauthorized entry or use; or~~

~~(B) Repair, remove, or demolish the building, unless the owner, lienholder, or mortgagee establishes at the hearing that the work cannot reasonably be performed within thirty (30) days.~~

~~If the commission allows the owner, lienholder, or mortgagee more than thirty (30) days to repair, remove, or demolish the building, the commission shall establish specific schedules for the commencement and performance of the work and shall require the owner, lienholder, or mortgagee to secure the property in an approved manner from unauthorized entry while the work is being performed, as determined by the commission.~~

~~(3) The commission may not allow the owner, lienholder, or mortgagee more than ninety (90) days to repair, remove, or demolish the building or fully perform all~~

~~work required to comply with the order unless the owner, lienholder, or mortgagee:~~

- ~~(A) — Submits a detailed plan and time schedule for the work at the hearing; and~~
- ~~(B) — Establishes at the hearing that the work cannot justifiably be completed within ninety (90) days because of the scope and complexity of the work.~~

~~If the commission allows the owner, lienholder, or mortgagee more than ninety (90) days to complete any part of the work required to repair, remove, or demolish the building, the commission shall require the owner, lienholder, or mortgagee to regularly submit progress reports to the building official and to the commission to demonstrate that the owner, lienholder, or mortgagee has complied with the time schedules established, for commencement and performance of work. The order may require that the owner, lienholder, or mortgagee appear before the commission to demonstrate compliance with the time schedule.~~

(g) Post meeting procedure. The ~~secretary for the commission~~ *City Attorney* shall, within ten (10) days after the date the order is issued:

- (1) File a copy of the order in the office of the city clerk;
- (2) Publish in a newspaper of general circulation in the city a notice containing:
 - (A) The street address or legal description of the property;
 - (B) The date of the hearing;
 - (C) A brief statement indicating the results of the order; and
 - (D) Instructions stating where a complete copy of the order may be obtained; and
- (3) Shall promptly mail by certified mail, return receipt requested, and an optional second copy by regular mail, a copy of the order to the owner; any lienholder, and any mortgagee of the building, as determined by due diligence, as defined herein.

SECTION 6. That Chapter 3, Article 3.06, Division 2, Section 3.06.016 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 3.06.016 Enforcement

- (a) Criminal.

(1) A person who violates a provision of this code, or who fails to perform an act required of him by this code, or who, fails to adhere to an order issued by the ~~commission~~ *City Council* under this code, commits a class C misdemeanor offense. A person commits a separate offense each day or portion of a day during which a violation is committed, permitted, or continued.

(2) An offense under this code is punishable by a fine of \$500.00 per day per violation.

(3) Allegation and evidence of a culpable mental state is not required for the commission of an offense under this code.

(b) Civil.

(1) The city may, in accordance with sections 54.012 et seq. of the Texas Local Government Code, as amended, bring a civil action against a person violating a provision of this code relating to dangerously damaged or deteriorated structures or improvements or for conditions caused by accumulations of trash, garbage, refuse, vegetation, or other matter that creates breeding and living places for insects and rodents.

(2) The civil action may include, but is not limited to, a suit to recover a civil penalty not to exceed \$1,000.00 for each day or portion of a day during which the violation is committed, continued, or permitted by the owner or occupant of the property, as provided below.

(3) The city, by ~~order~~ *Resolution* of the ~~commission~~ *City Council*, may assess and recover a civil penalty against a property owner, if the owner fails to take the requisite action as ordered by the ~~commission~~ *City Council*, after an administrative hearing on the matter. The civil penalty may not exceed \$1,000.00 a day for each violation if the city proves:

(A) The property owner was notified of the requirements of this code and the owner's need to comply with the requirements; and

(B) After notification, the property owner committed an act in violation of this code or failed to take an action necessary, for compliance with this code.

(4) A determination by the ~~commission~~ *City Council* which involves the establishment of an amount and duration of a civil penalty shall be final and binding and constitute prima facie evidence of the penalty in any court of competent jurisdiction in a civil suit brought by the city for final judgment in accordance with the established penalty.

(5) To enforce any civil penalty under this section, the city must file in the district clerk's office in which the municipality and property is located, a certified copy of the ~~order~~ *Resolution* of the ~~commission~~ *City Council* establishing the amount and duration of the penalty. No other proof is required for a district court to enter final judgment on the penalty.

- (c) Other available remedies. The city shall have all other available remedies at law and in equity to enforce the provisions of this article.

SECTION 7. That Chapter 3, Article 3.06, Division 2, Section 3.06.017 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 3.06.017 Authority to secure unoccupied, unsecured, substandard, open buildings and structures

- (a) **Purpose.** The owner or person in control of an unoccupied structure shall ensure that the building is in such condition that an unauthorized person cannot enter the structure through missing or unlocked doors or windows or through other openings into the building. The city may secure unoccupied, unsecured structures, or structures occupied by persons who do not have the right of possession to the building. A lien may be filed on real property to ensure the cost of securing the structure as set forth in this article.

- (b) **Definitions.**

Unoccupied structure. Any structure or building that appears vacant or abandoned as evidenced by: no active utility accounts, absence of personalty, general conditions of neglect and any other substantiated evidence of vacancy or abandonment that may be presented by the building official.

Unsecured structure. Any structure or building that currently has no occupant with the right of possession of the building and which has missing or unlocked doors or windows, or other unsecured openings into the building through which unauthorized persons can enter. Any unoccupied, unsecured structure or building is hereby declared to be a danger to public health and safety and is hereby declared to be a public nuisance.

- (c) **City may secure.**

- (1) The building official may secure a building that:

- (A) Violates the standards of this code; and
(B) Is an unsecured structure.

- (2) This authority is in addition to that regarding substandard structures.

- (d) **Notice.**

- (1) Before the eleventh (11th) day after the date the building is secured, the building official shall give notice to the owner of record by:
(A) Personally serving the owner with written notice;

- (B) Sending a copy of the notice certified mail, return receipt requested, and an optional copy by regular mail, at the owner's post office or physical address;
 - (C) Publishing the notice at least twice within a ten (10) day period in the city's official newspaper if personal service cannot be obtained and the owner's post office or physical address is unknown; or
 - (D) Posting the notice on or near the front door of the building if personal service cannot be obtained or the owner's post office or physical address is unknown.
- (2) The notice must contain the following:
- (A) An identification, which is not required to be a legal description, of the building and the property on which it is located;
 - (B) A description of the violation of this code that is present at the building;
 - (C) A statement that the city will secure or has secured, as the case may be, the building; and
 - (D) A statement that the owner may request a hearing about any matter related to the city's securing of the building, and that if such a hearing is requested, it shall be held pursuant to Texas Local Government Code section 214.0011(e), as amended.
- (3) The city shall conduct a hearing before the ~~commission~~ *City Council* at which the owner may testify or present witnesses or written information about any matter relating to the city's securing of the building if within thirty (30) days after the date the city secures the building, the owner files with the ~~secretary for the commission, or the~~ city secretary, a written request for the hearing. The city shall conduct the hearing within ~~twenty (20)~~ *thirty (30)* days after the date the request is filed.

SECTION 8. That Chapter 3, Article 3.06, Division 2, Section 3.06.018 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 3.06.018 Appeals

Any owner, lienholder or mortgagee of record of a property jointly or severally aggrieved by an order ~~of the commission~~ under this article shall be entitled to judicial review of said order pursuant to Texas Local Government Code section 214.0012, as amended.

SECTION 9. 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 10. 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 11. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 12. 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 4th day of April, 2016.

ADOPTED on this the 4th day of April, 2016.

EFFECTIVE DATE on this the 4th day of April, 2016.

CITY OF SHERMAN, TEXAS

BY: 

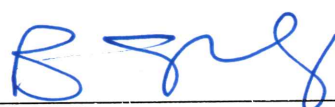
DAVID PLYLER, MAYOR

ATTEST:

BY: 

LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: 

**BRANDON S SHELBY,
CITY ATTORNEY**

CHAPTER 3

BUILDING REGULATIONS

ARTICLE 3.06 - HOUSING CODE

Division 2. Dangerous Buildings

Sec. 3.06.010 Definitions

The words and phrases contained herein shall have the following meaning ascribed to them unless the context states otherwise:

~~(a) — Board. The Standard Unsafe Building Code Board of Adjustments and Appeals.~~

~~(b)~~ (a) Building. Includes, but is not limited to, any building, fence, awning, canopy, sign, shed, garage, house, tent, trailer or other structure whatsoever.

~~(c)~~ (b) Dangerous building. Any building that does not comply with the minimum standards, as defined herein.

~~(d)~~ (c) Minimum standard. The minimum standards for continued use and occupancy of a building as set forth in section 3.06.003 herein.

~~(e)~~ (d) Owner of record. Any person, agent, firm, corporation or governmental agency shown to be the owner or owners of a building in:

- (1) The real property, assumed name, or appraisal district record of the county;
- (2) The tax or utility records of the city; or
- (3) The records of the secretary of state.

~~(f)~~ (e) Public nuisance.

- (1) Whatever is dangerous to human life or health; whatever renders the ground, water, air or food hazardous to human life, or health, or that is offensive to the senses; or that is or threatens to become detrimental to the public health; or
- (2) Any building that creates a hazard to health, safety, comfort or welfare is a public nuisance.

(Ordinance 5508 adopted 1/7/08)

~~Sec. 3.06.011 — Substandard structure commission~~

~~(a) — A substandard structure commission (“commission”) is hereby created and established for the express purpose of providing for the final interpretation and implementation of the provisions of this~~

article. The commission shall consist of three (3) members and two (2) alternates who are not employees of the jurisdiction having authority and shall be appointed by the council. The composition of the board [commission] shall be architects, engineers, real property owners, or members at-large from the electrical, plumbing, air-conditioning, construction or housing industry.

(b) Two (2) members of the commission shall constitute a quorum. In the application of any provisions of this code, affirmative votes of the majority present, but not less than two affirmative votes, shall be required. A board [commission] member shall not act in a case in which he has a personal interest.

Sec. 3.06.012 Abatement of substandard structures

(a) It shall be unlawful for any owner or other person in control of a building to allow that building to be in a condition that does not conform to the minimum standards.

(b) Any building that does not conform to the minimum standards is hereby declared to be a public nuisance and shall be subject to abatement by repair, demolition, or removal as necessary upon the issuance of an order to abate issued by the **commission City Council** in accordance with the procedures specified in this article.

Sec. 3.06.013 Minimum standards

A building is considered not to meet the minimum standards of the city regardless of its date of construction, under any of the following conditions:

(1) Any building that is dilapidated, substandard, or unfit for human habitation and a hazard to public health, safety and welfare; including, but not limited to:

- (A) Any building with roof, ceiling, floors, walls, sills, windows, or foundation or any combination thereof rotted or decayed, and falling apart; or that is uninhabitable due to obsolescence and deterioration caused by neglect, vandalism, fire damage, or the elements;
- (B) Any structure or building that is in a state of dilapidation, deterioration or decay, faulty construction, open, vacant or abandoned, damaged by fire to the extent as not to provide shelter in danger of collapse or failure and dangerous to anyone on or near the premises;
- (C) Any building that is a fire hazard because it is in a dilapidated condition, as described in subsections (A) and (B) above or that is likely to become a fire hazard or be set on fire;
- (D) Any building that is in an unsanitary condition and is likely to create disease because of the presence of insects, rodents or vermin;
- (E) Any building that is damp and in an unsanitary condition and is likely to create disease and sickness because of being in the condition in subsections (A), (B), (C) or (D) above, or for other reasons;
- (F) Any building that because of any physical condition, use or occupancy of any premises or its appurtenances would be considered an attractive nuisance to children, including, but

not limited to, abandoned wells, shafts, basements, excavations, swimming pools and unsafe fences or structures;

- (G) Any building that because of the state of disrepair is such that it could reasonably cause injury, damage, or harm to a considerable portion of the community in the use and enjoyment of property, materially interfering with the proper use or comfort and enjoyment of surrounding property, taking into consideration the nature and use of the properties in the area and the character of the community in which they are situated, which condition would be substantially offensive and annoying to persons of ordinary sensibilities living in the community.
- (2) Any building that is not occupied by its owners, lessees or other invitees and is not secure from unauthorized entry so that it could be entered or used by vagrants, other uninvited persons or children regardless of its structural condition.
- (3) Any building that is boarded up, fenced or secured if:
 - (A) The building constitutes a danger to the public even though secured from entry; or
 - (B) The means used to secure the building are inadequate to prevent unauthorized entry or use of the building.

Sec. 3.06.014 Inspection and notice of abatement

- (a) The city manager shall designate an appropriate official ("building official") of the city to inspect or cause to be inspected any building that he has probable cause to believe does not meet the minimum standards. If the inspecting official is unable to obtain permission to search the building from the owner or a person in control of the premises, the city shall apply for an administrative search warrant pursuant to Texas Code of Criminal Procedure section 18.05, as amended, unless an exception to the warrant requirement exists.
- (b) After completing the inspection, the inspecting official shall determine if the building is a substandard structure.
- (c) After an initial determination that a building is a substandard structure, the inspecting official will notify the owner of record of the building, by certified mail, return receipt requested, of the nature of the violation(s) of the minimum standards.
- (d) The inspecting official shall also notify the owner of record of the building, by certified mail, return receipt requested, that the building is a substandard structure and that the owner must repair, demolish, or remove the building for the good of the public health, safety and welfare.
- (e) The inspecting official shall also notify the owner of record of the building, by certified mail, return receipt requested, that if said violations have not been cured after a period of thirty (30) days the inspection official will *may* cause a hearing to be held ~~with the substandard structure commission before~~ *the City Council* in accordance with this article.
- (f) A notice shall be posted on the dangerous building as follows:

“THIS BUILDING IS A SUBSTANDARD STRUCTURE ACCORDING TO THE MINIMUM STANDARDS SET FORTH IN THE OFFICIAL CODE OF THE CITY OF SHERMAN, CHAPTER 3, ARTICLE 3.06 AND THE OWNER MUST REPAIR, DEMOLISH OR REMOVE IT.

CONTACT _____ AT _____ FURTHER INFORMATION.

DATE: _____”

Sec. 3.06.015 ~~Commission's~~ Order to Abate

(a) General. Whenever the building official has inspected or caused to be inspected any structure or lot and has found and determined that such structure or lot is substandard, he may commence proceedings to cause repair, rehabilitation, or demolition of the structure or lot.

(b) Notice and administrative order to abate. The building official shall issue a notice and administrative order to abate a substandard structure or lot. The notice and administrative order shall contain:

- (1) The street address and a legal description sufficient for identification of the premises upon which the structure is located.
- (2) A statement that the building official has found the structure or lot to be substandard with a brief and concise description of the conditions found to render the structure or lot substandard under the provisions of this chapter.
- (3) A statement of the action recommended to be taken as determined by the building official as follows:
 - (A) If the building official has determined that the structure or lot must be repaired or remediated, the administrative order shall require that all required permits be secured and work physically commenced within thirty (30) days from the date of the administrative order.
 - (B) If the building official has determined that the structure must be demolished, the administrative order shall require that all required permits be secured and work physically commenced within thirty (30) days from the date of the administrative order.
- (4) A statement advising that a notice of hearing is forthcoming and a description of the hearing. The hearing shall provide the ~~commission~~ **City Council** the means to consider or determine whether a structure or lot complies with the standards set forth herein and to consider or determine whether a structure or lot must be repaired or demolished, as recommended by the building official in the notice and administrative order.
- (5) Statements advising that if the owner or owners of record are in full agreement with a demolition order, and that if the owner or owners of record are financially unable to abate

such nuisance, then the owner or owners of record may grant the city written permission to abate said nuisance, and, in doing so shall grant the city a lien against the real property as described in this article.

(c) Notice of hearing. The building official shall give notice of a public hearing to all known owners; lienholders, or mortgagees for the ~~commission~~ *City Council* to consider or determine whether a structure or lot complies with this code and to consider or determine whether a structure or lot must be repaired, secured or demolished. The notice shall be mailed and posted as provided herein, and published in the official newspaper of the city on one occasion, on or before the tenth (10th) day before the date of the hearing. The notice of hearing shall contain:

- (1) The name and address of the owner of the affected property, if known;
- (2) A legal description of the property, as well as the physical address;
- (3) A description of the hearing;
- (4) The date, time, and place of the public hearing. This date shall be established not less than ten (10) days from the date of the administrative order;
- (5) A statement advising that securing the required permits and physically commencing the required action shall be considered as intent to comply with the administrative order to abate, and that the hearing shall be temporarily postponed. Should abatement halt, or not progress at a rate determined to be reasonable by the building official, the hearing shall be recalled; and
- (6) Statement that the owner; lienholder; or mortgagee will be required to submit at the hearing proof of the scope of any work that may be required to comply with this article and the time it will take to reasonably perform the work.

(d) Service of notice and administrative order to abate and notice of hearing. The notice of the administrative order to abate, the notice of hearing and any supplemental notices or orders shall be served upon the owner; lessor, lienholder; and mortgagees of record and occupant, if different than the owner of the structure or lot. Service of these notices and orders shall be made upon all persons entitled thereto either personally or by mailing a copy of such notice by certified mail, return receipt requested, and an optional second copy by regular mail, to each such person at his address as it appears on the county tax rolls, or as discovered by due diligence, as defined by subsections (d)(1)–(d)(6) of this section, and the notice shall be posted on the front door of each improvement situated on the affected property or as close to the front door as practical. The following of these procedures shall be prima facie evidence of notification. If a certified notice is returned as refused or unclaimed, the validity of the notice is not affected, and the notice shall be deemed delivered. The city has satisfied the requirements of this section to make a diligent effort to determine the identity and address of an owner, a lienholder, or a mortgagee if the city searches the following records:

- (1) County real property records of the county in which the building is located;

- (2) Appraisal district records of the appraisal district in which the building is located;
- (3) Records of the secretary of state;
- (4) Assumed name records of the county in which the building is located;
- (5) City tax records; and
- (6) City utility records.

(e) Filing of notice and administrative order at the county. A copy of the notice and any administrative orders, or such orders as may be issued pursuant to these provisions, shall be filed with the county deed records in the county where the property is located. The notice must contain the name and address of the owner of the affected property if that information can be determined from a reasonable search of the instruments on file in the office of the county clerk, or upon a due diligence search as set forth herein, a legal description of the affected property, and a description of the proceeding. The filing of said notice and any said orders, is binding on subsequent grantees, lienholders, or other transferees of an interest in the property who acquire such interest after the filing of said notice or any said orders, and constitutes notice of said hearing and notice of any said orders, on any subsequent recipient of any interest in the property who acquires such interest after the filing of said notice or filing of any said orders.

(f) Meeting/public hearing. During an officially convened meeting, the ~~commission~~ *City Council* shall hold a public hearing on each case and shall hear such testimony as may be presented by any department of the city, the housing inspector, or the owner, occupant, mortgagee or any other person having an interest in such building to determine whether a building complies with the standards of this code. The owner, lienholder, or mortgagee has the burden of proof to demonstrate the scope of any work that may be required to comply with this code and the time it will take to perform the work. After all testimony has been received, the public hearing shall be closed and the ~~commission~~ *City Council* shall deliberate on the case in open session. ~~The commission shall make written findings of fact from the testimony offered as to whether the building complies with the standards of this code.~~

~~(1) — After the meeting, if~~

~~If~~ a building is found in violation of the standards set forth herein, the ~~commission~~ *City Council* may order that the building be secured, repaired, removed, or demolished by the owner within a reasonable time ~~as provided herein~~. The ~~commission~~ *City Council* reserves the right to determine what is a reasonable amount of time to perform the ordered work.

~~(2) — The commission shall require the owner, lienholder, or mortgagee of the building to, within thirty (30) days:~~

~~(A) — Secure the building from unauthorized entry or use; or~~

~~(B) — Repair, remove, or demolish the building, unless the owner, lienholder, or mortgagee establishes at the hearing that the work cannot reasonably be performed within thirty (30) days.~~

If the commission allows the owner, lienholder, or mortgagee more than thirty (30) days to repair, remove, or demolish the building, the commission shall establish specific schedules for the commencement and performance of the work and shall require the owner, lienholder, or mortgagee to secure the property in an approved manner from unauthorized entry while the work is being performed, as determined by the commission.

(3) The commission may not allow the owner, lienholder, or mortgagee more than ninety (90) days to repair, remove, or demolish the building or fully perform all work required to comply with the order unless the owner, lienholder, or mortgagee:

(A) Submits a detailed plan and time schedule for the work at the hearing; and

(B) Establishes at the hearing that the work cannot justifiably be completed within ninety (90) days because of the scope and complexity of the work.

If the commission allows the owner, lienholder, or mortgagee more than ninety (90) days to complete any part of the work required to repair, remove, or demolish the building, the commission shall require the owner, lienholder, or mortgagee to regularly submit progress reports to the building official and to the commission to demonstrate that the owner, lienholder, or mortgagee has complied with the time schedules established, for commencement and performance of work. The order may require that the owner, lienholder, or mortgagee appear before the commission to demonstrate compliance with the time schedule.

(g) Post meeting procedure. The secretary for the commission *City Attorney* shall, within ten (10) days after the date the order is issued:

- (1) File a copy of the order in the office of the city clerk;
- (2) Publish in a newspaper of general circulation in the city a notice containing:
 - (A) The street address or legal description of the property;
 - (B) The date of the hearing;
 - (C) A brief statement indicating the results of the order; and
 - (D) Instructions stating where a complete copy of the order may be obtained; and
- (3) Shall promptly mail by certified mail, return receipt requested, and an optional second copy by regular mail, a copy of the order to the owner; any lienholder, and any mortgagee of the building, as determined by due diligence, as defined herein.

Sec. 3.06.016 Enforcement

(a) Criminal.

(1) A person who violates a provision of this code, or who fails to perform an act required of him by this code, or who, fails to adhere to an order issued by the ~~commission~~ *City Council* under this code, commits a class C misdemeanor offense. A person commits a separate offense each day or portion of a day during which a violation is committed, permitted, or continued.

(2) An offense under this code is punishable by a fine of \$500.00 per day per violation.

(3) Allegation and evidence of a culpable mental state is not required for the commission of an offense under this code.

(b) Civil.

(1) The city may, in accordance with sections 54.012 et seq. of the Texas Local Government Code, as amended, bring a civil action against a person violating a provision of this code relating to dangerously damaged or deteriorated structures or improvements or for conditions caused by accumulations of trash, garbage, refuse, vegetation, or other matter that creates breeding and living places for insects and rodents.

(2) The civil action may include, but is not limited to, a suit to recover a civil penalty not to exceed \$1,000.00 for each day or portion of a day during which the violation is committed, continued, or permitted by the owner or occupant of the property, as provided below.

(3) The city, by ~~order~~ *Resolution* of the ~~commission~~ *City Council*, may assess and recover a civil penalty against a property owner, if the owner fails to take the requisite action as ordered by the ~~commission~~ *City Council*, after an administrative hearing on the matter. The civil penalty may not exceed \$1,000.00 a day for each violation if the city proves:

(A) The property owner was notified of the requirements of this code and the owner's need to comply with the requirements; and

(B) After notification, the property owner committed an act in violation of this code or failed to take an action necessary, for compliance with this code.

(4) A determination by the ~~commission~~ *City Council* which involves the establishment of an amount and duration of a civil penalty shall be final and binding and constitute prima facie evidence of the penalty in any court of competent jurisdiction in a civil suit brought by the city for final judgment in accordance with the established penalty.

(5) To enforce any civil penalty under this section, the city must file in the district clerk's office in which the municipality and property is located, a certified copy of the ~~order~~ *Resolution* of the ~~commission~~ *City Council* establishing the amount and duration of the penalty. No other proof is required for a district court to enter final judgment on the penalty.

(c) Other available remedies. The city shall have all other available remedies at law and in equity to enforce the provisions of this article.

Sec. 3.06.017 Authority to secure unoccupied, unsecured, substandard, open buildings and structures

(a) Purpose. The owner or person in control of an unoccupied structure shall ensure that the building is in such condition that an unauthorized person cannot enter the structure through missing or unlocked doors or windows or through other openings into the building. The city may secure unoccupied, unsecured structures, or structures occupied by persons who do not have the right of possession to the building. A lien may be filed on real property to ensure the cost of securing the structure as set forth in this article.

(b) Definitions.

Unoccupied structure. Any structure or building that appears vacant or abandoned as evidenced by: no active utility accounts, absence of personalty, general conditions of neglect and any other substantiated evidence of vacancy or abandonment that may be presented by the building official.

Unsecured structure. Any structure or building that currently has no occupant with the right of possession of the building and which has missing or unlocked doors or windows, or other unsecured openings into the building through which unauthorized persons can enter. Any unoccupied, unsecured structure or building is hereby declared to be a danger to public health and safety and is hereby declared to be a public nuisance.

(c) City may secure.

(1) The building official may secure a building that:

- (A) Violates the standards of this code; and
- (B) Is an unsecured structure.

(2) This authority is in addition to that regarding substandard structures.

(d) Notice.

(1) Before the eleventh (11th) day after the date the building is secured, the building official shall give notice to the owner of record by:

- (A) Personally serving the owner with written notice;
- (B) Sending a copy of the notice certified mail, return receipt requested, and an optional copy by regular mail, at the owner's post office or physical address;
- (C) Publishing the notice at least twice within a ten (10) day period in the city's official newspaper if personal service cannot be obtained and the owner's post office or physical address is unknown; or

- (D) Posting the notice on or near the front door of the building if personal service cannot be obtained or the owner's post office or physical address is unknown.
- (2) The notice must contain the following:
 - (A) An identification, which is not required to be a legal description, of the building and the property on which it is located;
 - (B) A description of the violation of this code that is present at the building;
 - (C) A statement that the city will secure or has secured, as the case may be, the building; and
 - (D) A statement that the owner may request a hearing about any matter related to the city's securing of the building, and that if such a hearing is requested, it shall be held pursuant to Texas Local Government Code section 214.0011(e), as amended.
- (3) The city shall conduct a hearing before the ~~commission~~ *City Council* at which the owner may testify or present witnesses or written information about any matter relating to the city's securing of the building if within thirty (30) days after the date the city secures the building, the owner files with the ~~secretary for the commission, or the~~ city secretary, a written request for the hearing. The city shall conduct the hearing within ~~twenty (20)~~ *thirty (30)* days after the date the request is filed.

Sec. 3.06.018 Appeals

Any owner, lienholder or mortgagee of record of a property jointly or severally aggrieved by an order ~~of the commission~~ under this article shall be entitled to judicial review of said order pursuant to Texas Local Government Code section 214.0012, as amended.

Sec. 3.06.019 Abatement by city and liens

- (a) If an owner or other interested party does not take the action required by an order issued pursuant to this article within the time specified and has not filed a timely appeal in accordance with this article and the Texas Local Government Code section 214.0012 the city may take the appropriate action at its expense at the direction of the city council in accordance with the laws of the state.
- (b) Any expenses incurred by the city pursuant to subsection (a) of this section will be assessed against the property on which the building stands or stood. The city will have a privileged lien upon filing same in the official public records of the county clerk subordinate only to tax liens against the property unless it is a homestead as protected by the Texas Constitution. The lien will be extinguished if the property owner or other interested party reimburses the city for all expenses and penalties.

Sec. 3.06.020 Receiver

The city may bring an action in district court against an owner of residential property that is not in substantial compliance with the minimum standards and request the appointment of a receiver for

proposes of rehabilitating the property in accordance with Texas Local Government Code section 214.003, as amended.

(Ordinance 5790 adopted 8/19/13)

CITY OF SHERMAN
Location Map

Source: City of Sherman
Date: May 2018



1"=200'

525 E Carter Street

Carter St

Brockett St

Mulberry St

Houston St

Lamar St

1108 E Lamar Street

King St

Montgomery St

Willow St

Thickmorton St

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

CITY OF SHERMAN
Location Map

Source: City of Sherman
Date: April 2018



1"=200'

525 E Carter Street



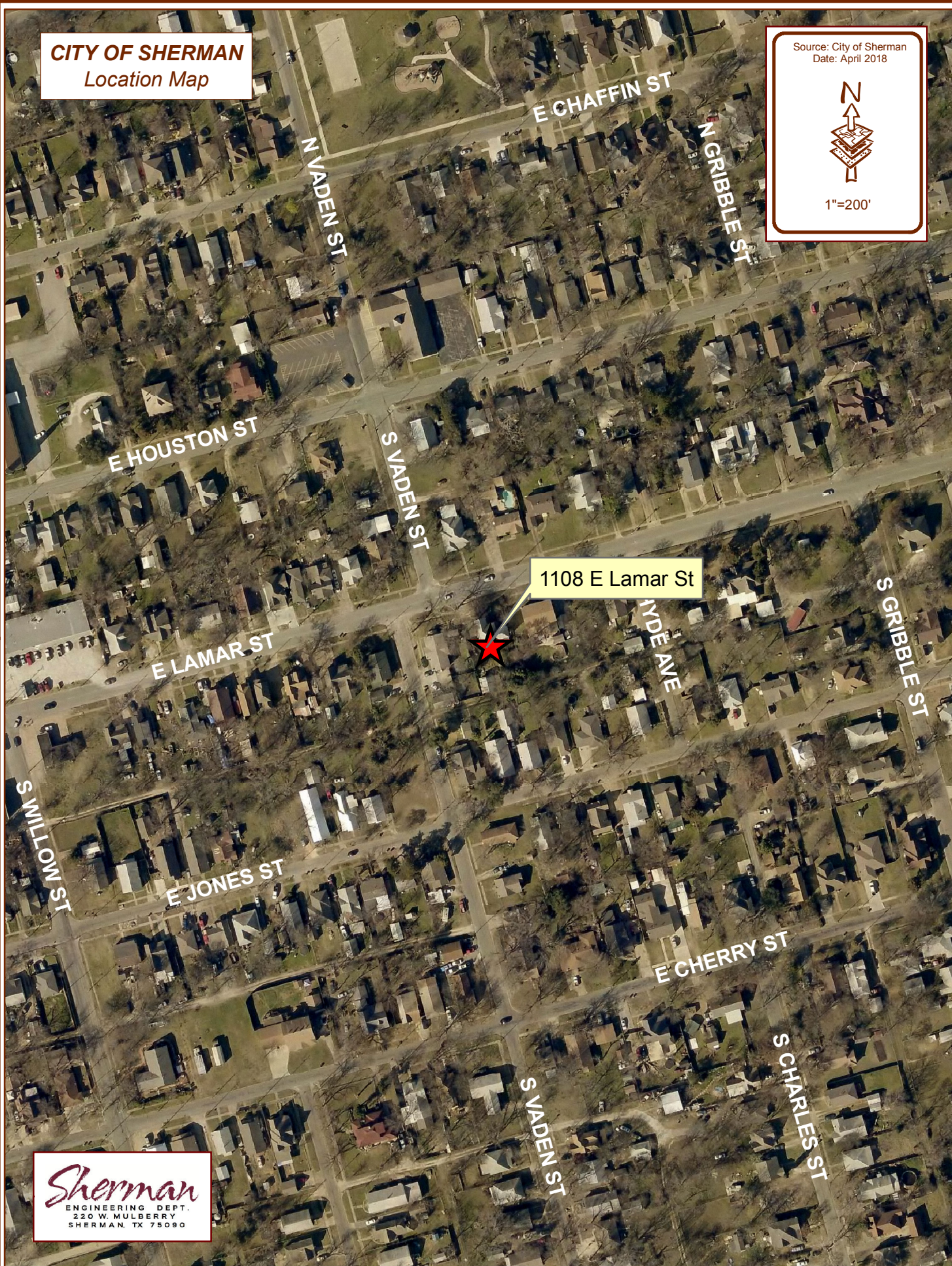
Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090

CITY OF SHERMAN
Location Map

Source: City of Sherman
Date: April 2018



1"=200'



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

Summary for **525 E. Carter St.**

Owner: **Vanessa C. Wynn Estate**

May 6, 2016: Byrle White inspects property and states that the structural integrity is dilapidated and collapsing. Roof is also deteriorated and missing fascia.

Water Inactive since July of 2011. Gas is Inactive. Electrical service is Inactive.

June 07, 2016: Notice that the structure is substandard with an offer for the City to demolish it for free is sent to owner and posted on structure. The Owner is given 30 days to repair or demolish.

July 5, 2016: Letter received from owner of property Vanessa Wynn requesting two additional weeks due to the fact that she was undecided on what to do with the property.

July 18, 2016: Office receives call from Mrs. Wynn. Wanted to confirm letter was received, plans to look at house with the family to help her decide on whether the house should be demolished or repaired.

March 15, 2017: Stephanie, sister of Mrs. Wynn, calls to inform that she has passed away and they are trying to decide how to move forward. They are interested in demolishing structure.

June 24, 2017: Call received at 15:01 to let me know that the daughter of Mrs. Wynn was the owner.

March 13, 2018: Moses went to re-inspect property and there has been no signs of improvement anywhere on the property.

Front



Back



East Side



Summary for **1108 E. Lamar**

Owner: **Jamie C. Dunlap Etux Pamela G.**

June 22, 2016: Property is inspected by Byrle White. The main structure is found to be dilapidated and collapsing. With the roof unlevelled, deteriorated, rotted, decayed, and falling apart.

Water has been Inactive since February 19, 2016. Gas is Inactive. Electric Service is Inactive.

November 11, 2016: At 15:34, Mrs. Fisher, a neighbor, called to complain about movement on the property and people breaking in.

Notes: Letter sent to the owners came back due to it being unclaimed and unable to forward. There has been several complaint calls and even the mention of illegal activities occurring on the property.

Front:



Back:



Trash:



Rear unsecured building:



Vanessa C. Wynn
5916 Wight St.
Plano, TX 75093



CERTIFIED AND REGULAR MAIL
R.R.R. NO.
USPS NO.

NOTICE OF SUBSTANDARD STRUCTURE

Dear Property Owner(s),

The tax records of the Grayson County Appraisal District indicate that you are the owner of a structure located at **525 E. Carter St.** The legal description of said property is: **G-0763 MCANAI R J B, 70 X 160.** A recent inspection of that property indicates that this property is substandard under our Code of Ordinances and creates a public nuisance (SEE ATTACHED INSPECTION REPORT).

This letter serves to notify you that you have thirty (30) days to cure the violations identified in the attached inspection report by repairing, demolishing, or removing this building for the good of the public health, safety and welfare.

This letter also serves to notify you that if said violations have not been cured after a period of thirty (30) days, this may cause a hearing to be held with the City Council in accordance with Sec. 3.06.014(e) of the Substandard Structure Ordinance of the City of Sherman.

Should you have any questions, please contact this office at (903)892-6535.

Sincerely,

Moises Duran,
Community Planning Coordinator

CC: Don Keene, Assistant City Manager
Brandon Shelby, City Attorney
Scott Shadden, C.B.O., Director of Developmental Services
Attachments (AS STATED ABOVE)

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature ☒ Agent ☐ Addressee X <i>[Signature]</i>	
1. Article Addressed to: <i>Vanessa C. Wynn</i> <i>5916 Wight St.</i> <i>Plano, TX 75093</i>		B. Received by (Printed Name) C. Date of Delivery	
2. Article Addressed to: <i>Vanessa C. Wynn</i> <i>5916 Wight St.</i> <i>Plano, TX 75093</i>		D. Is delivery address different from Item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☒ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise		PS Form 3800, April 2015 PSN 7530-02-000-9047	

U.S. Postal Service™	
CERTIFIED MAIL® RECEIPT 112 Domestic Mail Only	
For delivery information, visit our website at www.usps.com®.	
PLANO, TX 75093	
OFFICIAL USE	
Certified Mail Fee \$3.30	Extra Services & Fees (check box, add fee as appropriate) ☐ Return Receipt (hardcopy) \$2.70 ☐ Return Receipt (electronic) \$0.00 ☐ Certified Mail Restricted Delivery \$0.00 ☐ Adult Signature Required \$0.00 ☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.68	0090 SHERMAN, TX Postmark Here JUN 8 2016 06/08/2016
Total Postage and Fees \$6.68	
Sent To <i>Vanessa C. Wynn</i> Street and Apt. No., or PO Box No. <i>5916 Wight St</i> City, State, ZIP+4® <i>Plano, TX 75093</i>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



BUILDING INSPECTION REPORT

Substandard Structure

Date of Inspection 5/6/16 Tax ID # 5030 0763550
Address of Inspection 525 E. CARTER
Owner(s): WYNN, Vanessa C.
Water service terminated: Inactive Occupied Unoccupied ✓

Lot Appearance: HIGH GRASS TRASH DEBRIS JUNK VEHICLE

+ 2 ACCESSORY BUILDINGS

Roof: UNLEVEL DETERIORATED MISSING SHINGLES HOLES
INTERIOR EXPOSED TO ELEMENTS MISSING OR DAMAGED FASCIA
FIRE DAMAGED ROTTED DECAYED FALLING APART

Walls: PEELING PAINT SIDING LOOSE OR MISSING FIRE DAMAGED

Doors/Windows: UNSECURED GLASS BROKEN OR MISSING

Structure Integrity: DILAPIDATED COLLAPSING UNSAFE DANGEROUS
FIRE DAMAGED

Electrical Service: ACTIVE INACTIVE
Substandard: OUTDATED UNSAFE DANGEROUS NOT APPLICABLE

Gas Service: ACTIVE INACTIVE NOT APPLICABLE

B. White
Building Inspector

Tuesday, July 5, 2016

Moises Duran,
Sherman Texas
Community Planning Coordinator

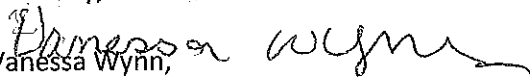
Dear Mr. Duran

This letter is in regards to the letter I received June 8, 2016. The letter was a First Notice of Substandard Structure of my property at 525 E Carter St.

I called and informed your office of my intentions to address the issues. I have been sick with a serious illness which has limited my ability to travel to Sherman and coordinate work on the property. I am now contacting family members to determine if they want the property restored or if they would rather allow it to be demolished.

The letter that I received giving me thirty days did not actually give me 30 days, so I am requesting additional time to resolve this matter. If you can grant me 2 additional weeks it would give me time to arrive at an acceptable resolution of this matter and provide you with either a schedule of the improvements or approval to demolish.

Sincerely,


Vanessa Wynn,

cc: April Tabor, Rickey Wynn, Bennie Smith

Wednesday, October 05, 2016

Jamie C. Dunlap etux Pamela G.
1128 FM 1510
Brookston, TX 75421-2742

CERTIFIED MAIL

R.R.R. No. 7015 0640 0003 1700 7337
USPS No. 9590 9402 1285 5246 9254 25



NOTICE OF SUBSTANDARD STRUCTURE

Dear Property Owner(s),

The tax records of the Grayson County Appraisal District indicate that you are the owner of a structure located at **1108 E LAMAR AVE**. The legal description of said property is: **GEREN J P ADDN(REPLT FITCH), LOT 6 & E/2 OF 7**. A recent inspection of that property indicates that this property is substandard under our Code of Ordinances and creates a public nuisance (**SEE ATTACHED INSPECTION REPORT**).

This letter serves to notify you that you have thirty (30) days to cure the violations identified in the attached inspection report by repairing, demolishing or removing this building for the good of the public health, safety and welfare.

With a signed release, the City of Sherman will demolish this substandard structure for you at no cost (**SEE ATTACHED RELEASE**).

This letter also serves to notify you that if said violations have not been cured after a period of thirty (30) days, this may cause a hearing to be held with the City Council in accordance with Sec. 3.06.014(e) of the Substandard Structure Ordinance of the City of Sherman.

Should you have any questions, please contact this office at (903) 892-7225.

Sincerely,

Moises Duran
Moises Duran
Community Planning Coordinator

cc: Don Keene, Assistant City Manager
Brandon Shelby, City Attorney
Scott Shadden, C.B.O., Director of Developmental Services

attachments (as stated above)

7015 0640 0003 1700 7337

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

Moises
112

For delivery information, visit our website at www.usps.com®.

BROOKSTON, TX 75421

OFFICIAL USE

Certified Mail Fee \$3.30

Extra Services & Fees (check box, add fee as appropriate)	\$2.70
☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.47

Total Postage and Fees \$6.47

Sent To

Jamie C. Dunlap et ux Pamela G.

Street and Apt. No., or PO Box No.

1128 FM 1510

City, State, ZIP+4®

Brookston, TX 75421

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



CERTIFIED MAIL

PO Box 1106 Sherman, TX 75091

Sherman
CLASSIC TOWN. BROAD HORIZON.



7015 0640 0003 1700 7337

TEXAS
DALLAS 750
06 OCT '16
PM 41



U.S. POSTAGE® PITNEY BOWES



ZIP 75090 \$006.46⁵
02 4W
0000333103 OCT. 06. 2016

UNC

Jamie C. Dunlap et ux Pamela G.
1128 FM 1510

NIXIE 750 SE 1 0012/22/16

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

EC: 75091110606 *2434-08976-06-39

UNC
75091110606

DEMOLITION GRANT OF AUTHORITY
AND RELEASE

I (WE), the sole owner(s) of the real property located at **1108 E LAMAR AVE**, and more particularly described as follows:

- **Legal Description:** GEREN J P ADDN(REPLT FITCH), LOT 6 & E/2 OF 7
- **Property ID:** 164045
- **Geographic ID:** S042 2094004

do hereby irrevocably grant to the City of Sherman or its agent an absolute right to enter upon the above described real property and to demolish the structures on the property, which I (we) agree are substandard and pose a health or safety problem, to ground level without any liability whatsoever to me (us), and to clear to ground level and to salvage all appropriate items without remuneration to me (us) and to remove and dispose of to an appropriate landfill all such other demolished materials, debris, trash and rubbish.

I (we) state that there are no lawful occupants of the property and hereby grant unto the City of Sherman the absolute right and authority to act on my (our) behalf, to remove any and all person(s) occupying my (our) real property, together with any personal belongings, as such person(s) have no legal authority to be on the property and is (are) trespassing.

I (we) irrevocably and unconditionally release and discharge the City and its current and former officers, elected officials, current and former employees, agents, and representatives, jointly and individually, in both their official and private capacities, and all persons acting by, through or with any of them (collectively referred to as the "Releasees"), from any and all claims, complaints, demands, liabilities, damages, losses, actions, causes of action, suits, proceedings, rights, costs, fees and expenses (including attorneys' fees) of any nature or kind whatsoever relating to the property referenced herein, known or unknown, which I (we) now has, or which he had at any time prior to the execution of this Agreement, against each, all, or any of the Releasees (collectively "Claims").

(This Space Intentionally Left Blank)

SIGNED this the _____ day of _____ 2016.

GRANTOR:

GRANTOR:

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

ADDRESS

ADDRESS

CITY, STATE, ZIP

CITY, STATE, ZIP

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY
OF _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF _____.

MY COMMISSION EXPIRES: _____



BUILDING INSPECTION REPORT
Substandard Structure

Date of Inspection	<u>6/22/16</u>	Tax ID #	<u>5042-2094004</u>
Address of Inspection	<u>1108 E. LAMAR</u>		
Owner(s):	<u>JAMIE C DUNLAP ETUX PAMELA G</u>		
Water service terminated:	<u>FEB 2016</u>	Occupied	☐ Unoccupied ☒

Lot Appearance: HIGH GRASS TRASH DEBRIS JUNK VEHICLE

REAR PERGOLA COLLAPSING / DETACHED GABLE UNSECURED

Roof: UNLEVEL DETERIORATED MISSING SHINGLES HOLES
INTERIOR EXPOSED TO ELEMENTS MISSING OR DAMAGED FASCIA
FIRE DAMAGED ROTTED DECAYED FALLING APART

Walls: PEELING PAINT SIDING LOOSE OR MISSING FIRE DAMAGED

Doors/Windows: UNSECURED GLASS BROKEN OR MISSING

Structure Integrity: DILAPIDATED COLLAPSING UNSAFE DANGEROUS
FIRE DAMAGED

Electrical Service: ACTIVE INACTIVE
Substandard: OUTDATED UNSAFE DANGEROUS NOT APPLICABLE

Gas Service: ACTIVE INACTIVE NOT APPLICABLE

R. White
Building Inspector







SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.2.

Meeting Date: 05/07/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Final Plat Approval of Hawkins-Ballard Addition, being 0.451 acres in the Samuel Blagg Survey, Abstract No. 56; Jimmy D. Hawkins and Eddie Ballard, Owners/Developers; and Underwood Drafting and Surveying, Surveyor (527 South Rusk Street)

Issue:

To consider Final Plat approval of Hawkins-Ballard Addition, being 0.451 acres in the Samuel Blagg Survey, Abstract No. 56, located at 527 South Rusk Street

Background:

The property is located at 527 South Rusk Street, the northeast corner of Rusk and King Streets. The property is zoned an R-1 (One Family Residential) District. The owners would like to plat this property into two (2) lots for residential development.

Origination:

Jimmy D. Hawkins and Eddie Ballard (Owners/Developers)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 17, 2018 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

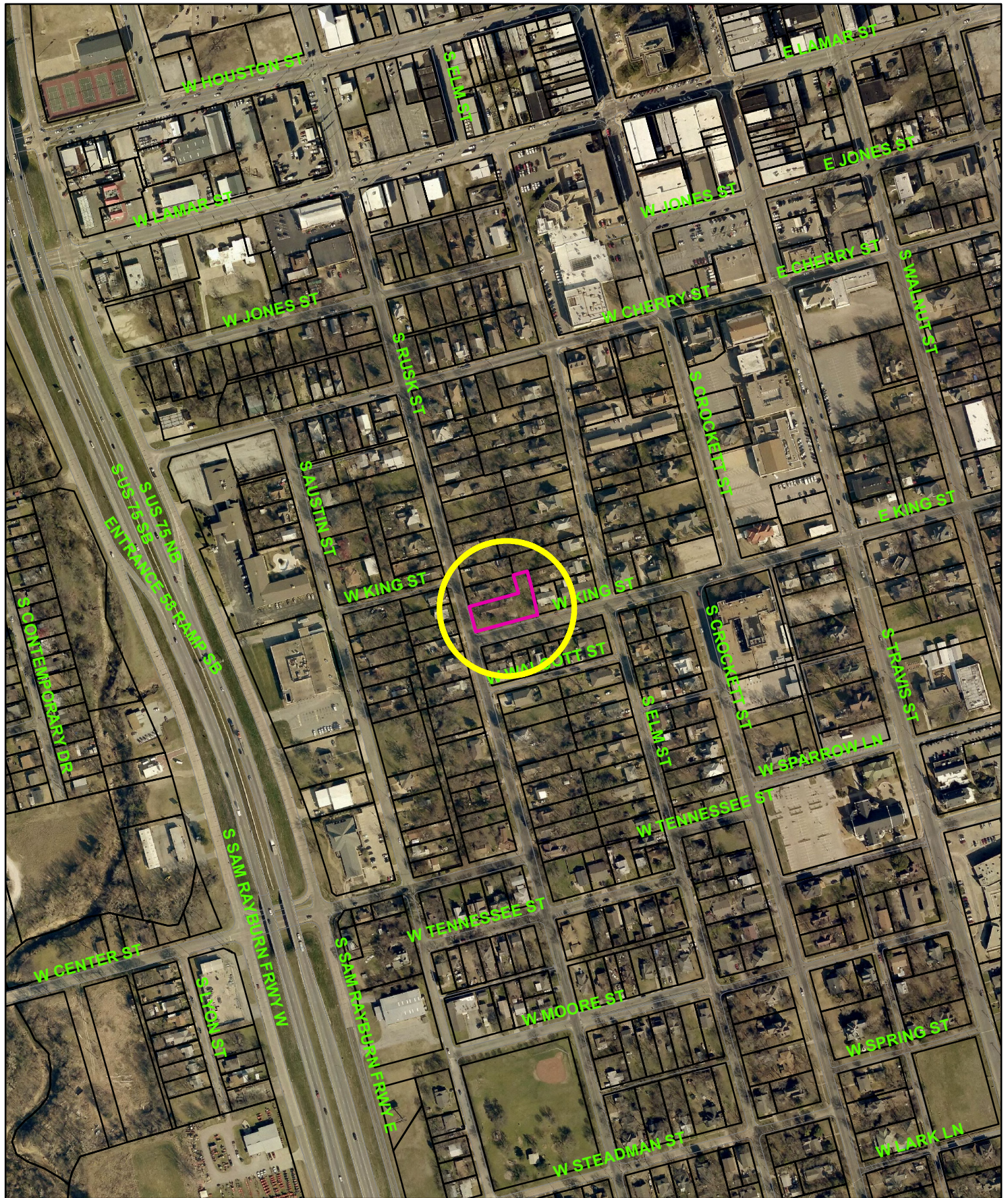
Location Map

Zoning Map

Final Plat

Staff Review Letter

P&Z Communication

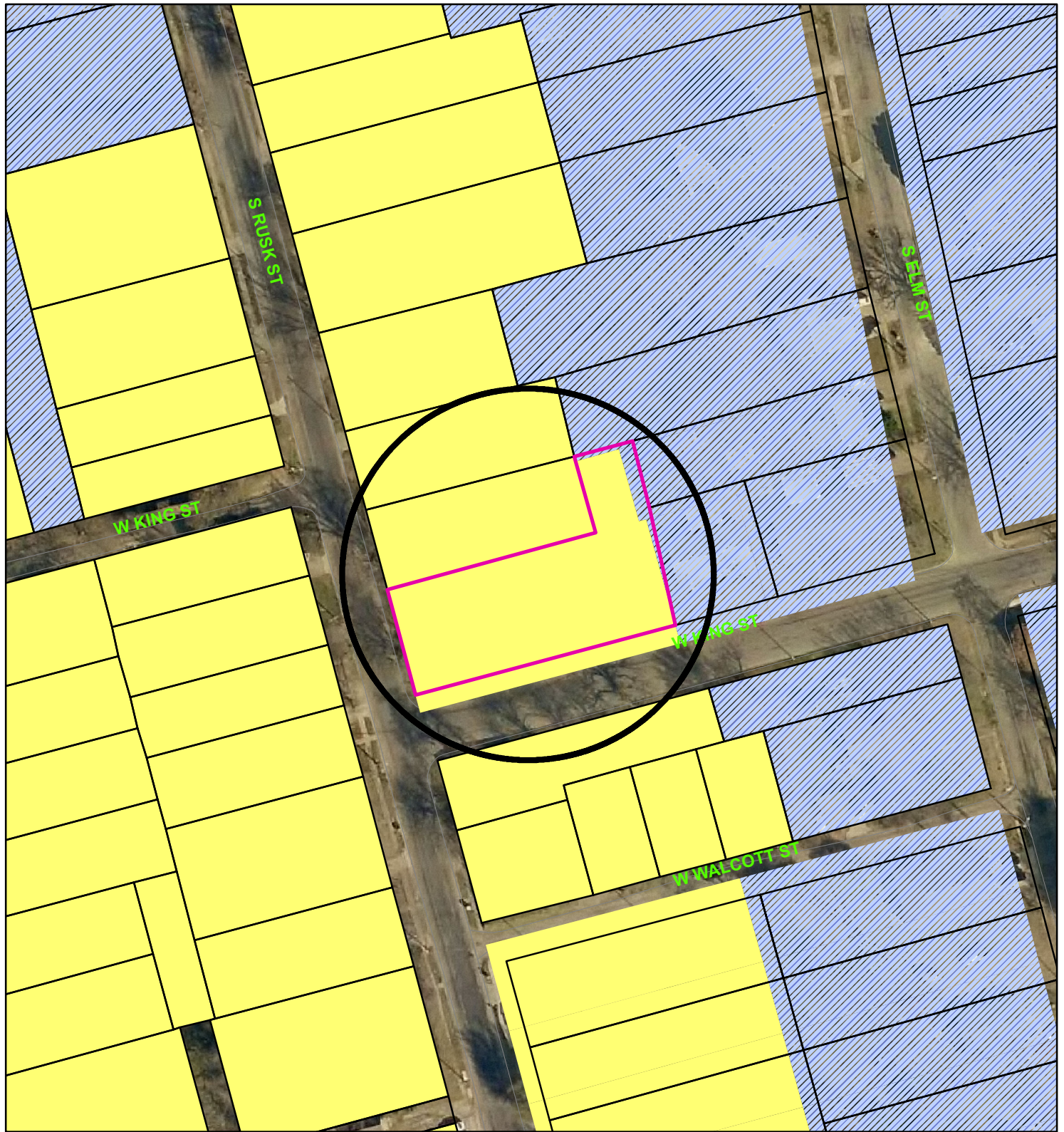


527 South Rusk Street



1 in = 400 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 527 South Rusk Street

Legend

Special Districts Overlay

DISTRICT_NAME

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

Representation: ShermGIS.DBO.TransportationCorridor_Rep

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

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

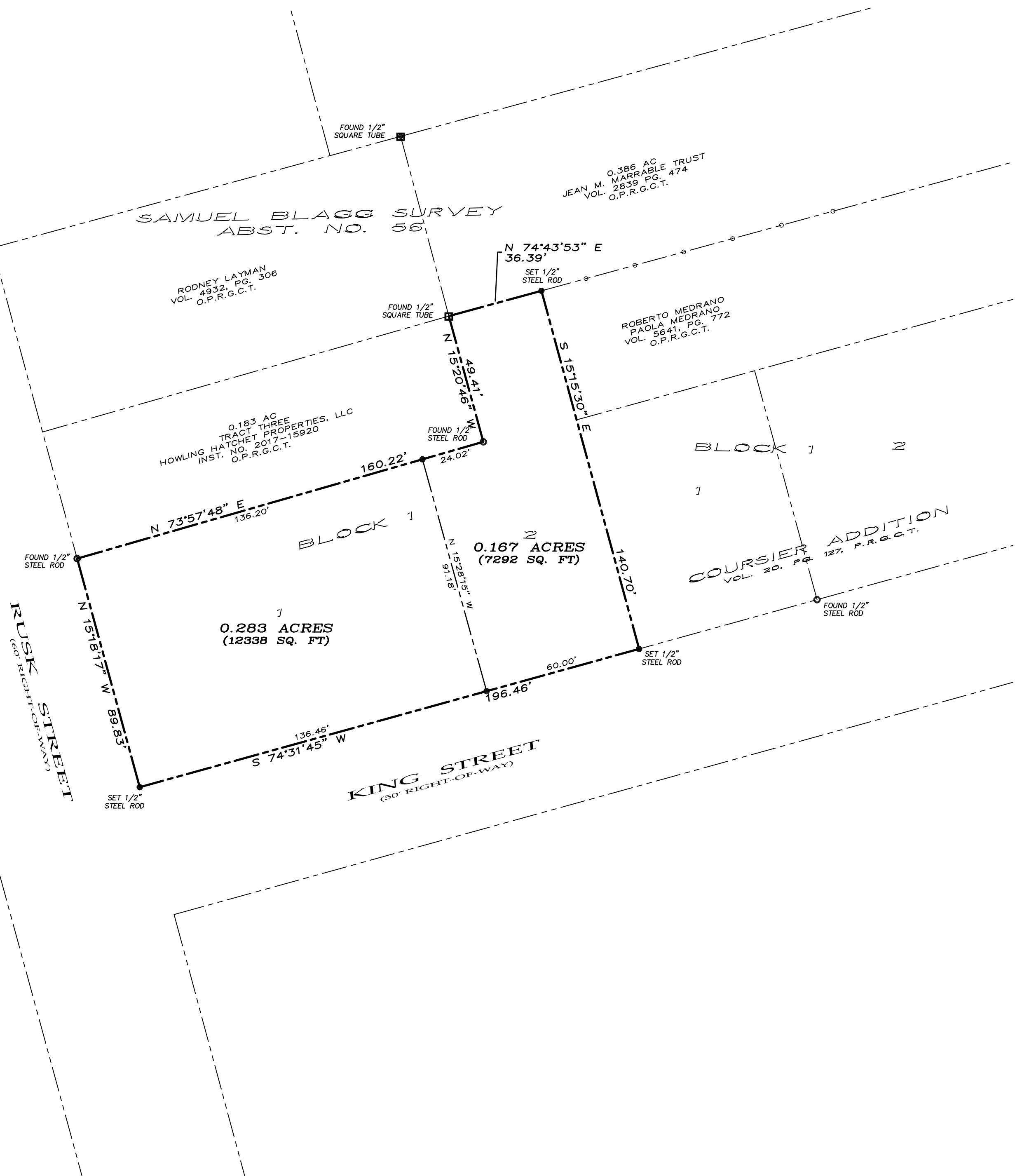


City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

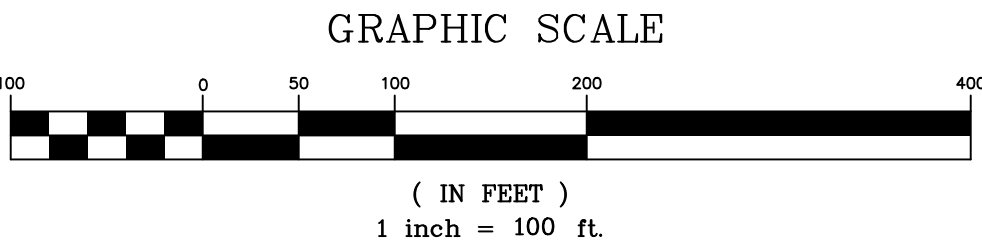
1 in = 100 ft



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

FINAL PLAT
HAWKINS-BALLARD ADDITION
BEING 0.451 ACRES IN THE
SAMUEL BLAGG SURVEY, ABSTRACT NO. 56
AN ADDITION TO THE CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

3-22-18



OWNERS / DEVELOPER
JIMMY D. HAWKINS
EDDIE BALLARD
5213 FISHER DR.
THE COLONY, TX 75056

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS



LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Samuel Blagg Survey, Abstract No. 56, and being the same 0.449 acre tract of land conveyed to Jimmy D. Hawkins et ux by deed of record in Volume 2594, Page 509, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod set at the intersection of the north line of King Street and the east line of Rusk Street said rod being the southwest corner of said 0.449 acre tract;

Thence North 15°18'17" West, along the east line of said Rusk Street, a distance of 89.83 feet to a 1/2" steel rod found maintaining the northwest corner of said 0.449 acre tract and the southwest corner of a 0.183 acre Tract Three of lands conveyed to Howling Hatchet Properties, LLC by deed of record in Instrument No. 2017-15920, of said Official Public Records;

Thence North 73°57'48" East, along the south line of said 0.183 acre tract, a distance of 160.22 feet to a 1/2" steel rod found maintaining the southeast corner of said 0.183 acre tract;

Thence North 15°20'46" West, along the east line of said 0.183 acre tract, a distance of 49.41 feet to a 1/2" square tube found maintaining the northeast corner of said 0.183 acre tract and being the southwest corner of a 0.386 acre tract of land conveyed to Jean M. Marrable Trust by deed of record in Volume 2839, Page 474 of said Official Public Records;

Thence North 74°43'53" East, along the south line of said 0.386 acre tract, a distance of 36.39 feet to a 1/2" steel rod set with a cap marked RPLS 4709 for the northwest corner of a tract of land conveyed to Roberto Medrano and Paola Medrano by deed of record in Volume 5641, Page 772 of said Official Public Records;

Thence South 15°15'30" East, along the west line of said Medrano Tract passing the southwest corner of said Medrano Tract and the northwest corner of Lot 1, Block 1 of Coursier Addition an addition to the City of Sherman as shown by plat of record in Volume 20, Page 127, Plat Records, Grayson County, Texas and continuing along the west line of said Lot 1 for a total distance of 140.70 feet to a 1/2" steel rod set with a cap marked RPLS 4709 in the north line of King Street for the southwest corner of said Lot 1 and the southeast corner of said 0.449 acre tract;

Thence South 74°31'45" West, along the north line of said King Street, a distance of 196.46 feet to the Point-of-Beginning and containing 0.451 acres of land.

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

Date

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT WE, JIMMY D. HAWKINS & EDDIE BALLARD, do hereby adopt this plat designating the hereinabove property as the Final Plat of HAWKINS-BALLARD ADDITION, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this _____ day of _____, 2018.

JIMMY D. HAWKINS

EDDIE BALLARD

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JIMMY D. HAWKINS known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2018.

Notary Public in and for
the State of Texas

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared EDDIE BALLARD known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2018.

Notary Public in and for
the State of Texas

ACCEPTANCE

Approved this _____ day of _____, 2018, by the
City Planning Commission to the City of Sherman, Texas.

Chairman

Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman.

Mayor, City of Sherman, Texas

Date

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing Final Plat of HAWKINS-BALLARD ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the _____ day of _____, 2018, and the City Council, by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this _____ day of _____, 2018.

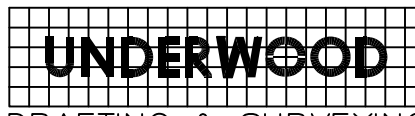
Clerk, City of Sherman, Texas

FINAL PLAT
HAWKINS-BALLARD ADDITION
BEING 0.451 ACRES IN THE
SAMUEL BLAGG SURVEY, ABSTRACT NO. 56
AN ADDITION TO THE CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

3-22-18

OWNERS / DEVELOPER
JIMMY D. HAWKINS
EDDIE BALLARD
5213 FISHER DR.
THE COLONY, TX 75056

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS



STAFF REVIEW LETTER

April 9, 2018

Jimmy D. Hawkins
Eddie Ballard
5213 Fisher Dr.
The Colony, TX 75056

Underwood Drafting & Surveying
3404 Interurban Rd.
Denison, TX 75021

Dear Applicants,

The request for approval of the Final Plat of Hawkins-Ballard Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 17, 2018 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. New drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from the City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on the plat.
5. Show Point of Beginning on plat.
6. Dedicate a 10' Private Waterline Easement via separate instrument from Lot 1, Block 1 to Lot 2, Block 1 for access to water main on Rusk Street and show recording information on plat. Meter to be installed off of Rusk Street.
7. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
8. 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Steve Ayers, Asst. City Manager



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

Agenda Item No. 13.

Meeting Date: 04/17/2018

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

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Joe Gilbert, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

*** 527 S. RUSK STREET**

The request of Jimmy D. Hawkins and Eddie Ballard (Owners/Developers) and Underwood Drafting and Surveying (Surveyor) concerning the property located at 527 South Rusk Street, being 0.451 acres in the Samuel Blagg Survey, Abstract No. 56, as follows:

Planning and Zoning Commission

Final Plat approval of Hawkins-Ballard Addition

Background:

The property is located at 527 South Rusk Street, the northeast corner of Rusk and King Streets and is zoned an R-1 (One Family Residential) District. The owner would like to plat this property into two (2) lots for residential development.

Adjacent Zoning:

R-1 (One Family Residential) District

R-2 (Multi-Family Residential) District

Origination:

Jimmy D. Hawkins and Eddie Ballard (Owners/Developers)

Underwood Drafting and Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map

Zoning Map

Final Plat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.3.

Meeting Date: 05/07/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Final Plat Approval of Bethany Road Estates II in the City of Sherman's Extraterritorial Jurisdiction (ETJ), being 41.858 acres in the Aaron Burleson Survey, Abstract No. 61; Harold Deane Munal, Owner; KRG Civil Engineers, Inc., Engineer; and David Fite Surveying, Surveyor (300-3100 blocks of East Lamar Street and 200-500 blocks of Bethany Road)

Issue:

To consider Final Plat approval of Bethany Road Estates II in the City of Sherman's ETJ, being 41.858 acres in the Aaron Burleson Survey, Abstract No. 61, located in the 3000-3100 blocks of East Lamar Street and the 200-500 blocks of Bethany Road

Background:

The property is located in the 3000-3100 blocks of East Lamar Street and the 200-500 blocks of Bethany Road in east Sherman just outside the City Limits in the City of Sherman's ETJ. The owner would like to plat this property into eleven (11) lots.

Origination:

Harold Deane Munal (Owner)
KRG Civil Engineers, Inc. (Engineer)
David Fite Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 17, 2018 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

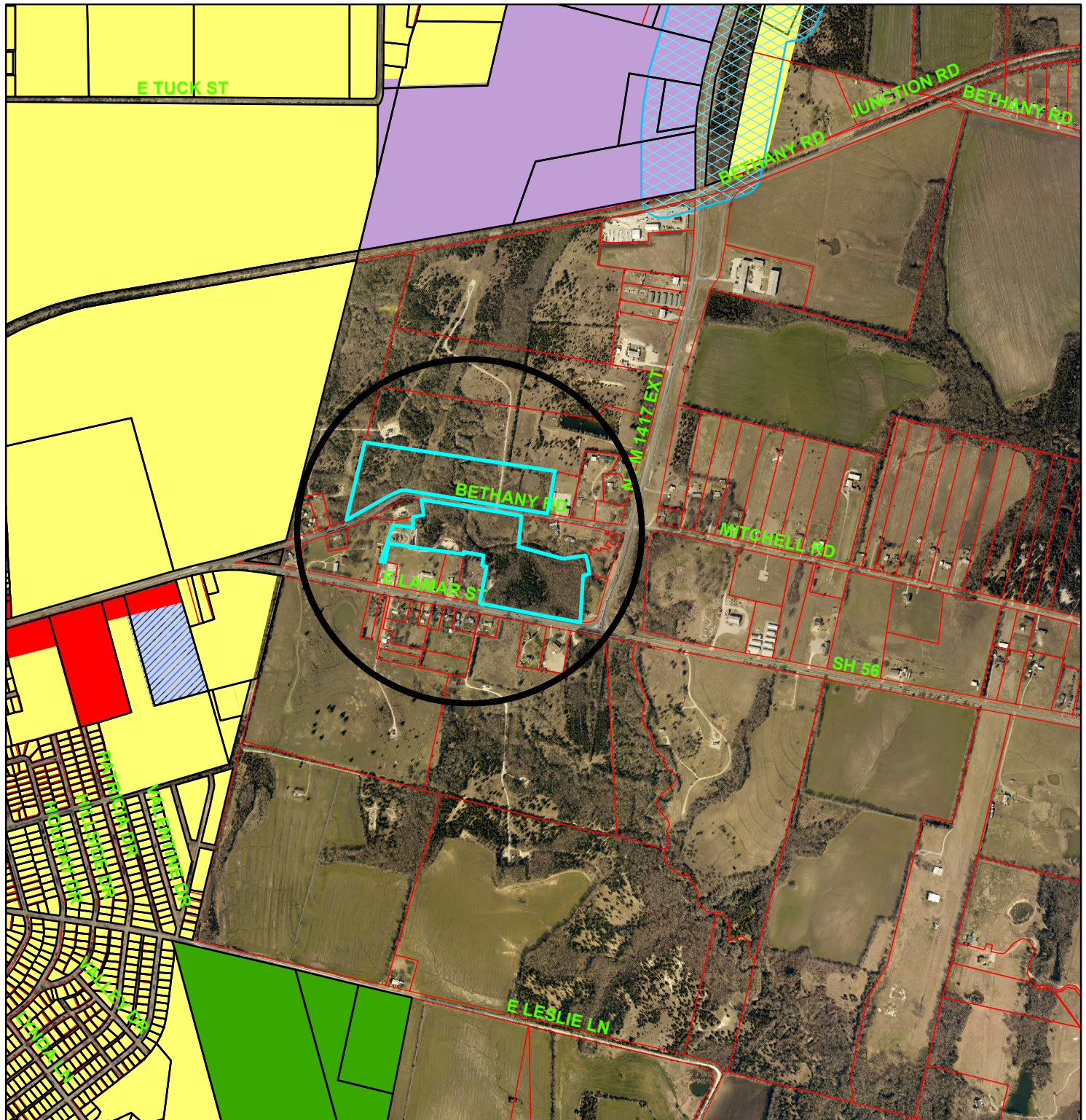
Location Map

Zoning Map

Final Plat

Staff Review Letter

P&Z Communication



Zoning - 3000-3100 Blocks E. Lamar Street & 200-500 Blocks Bethany Road (ETJ)

Legend

Special Districts Overlay

DISTRICT_NAME

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

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

Representation: ShermGIS.DBO.ZoningDistrict_Rep

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



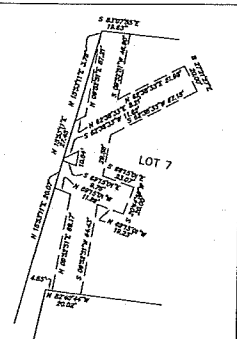
City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 1,298 ft

- 28.68 ACRES
ONOFRE LARA
V. 4976, P. 901
O.P.R.G.C.T.



DETAIL
20' ELECTRICAL EASEMENT
ON LOT 7

SCALE: 1" = 100'

A horizontal scale bar with alternating black and white segments. Below the bar are numerical markings at 0, 50, 100, 200, and 300.

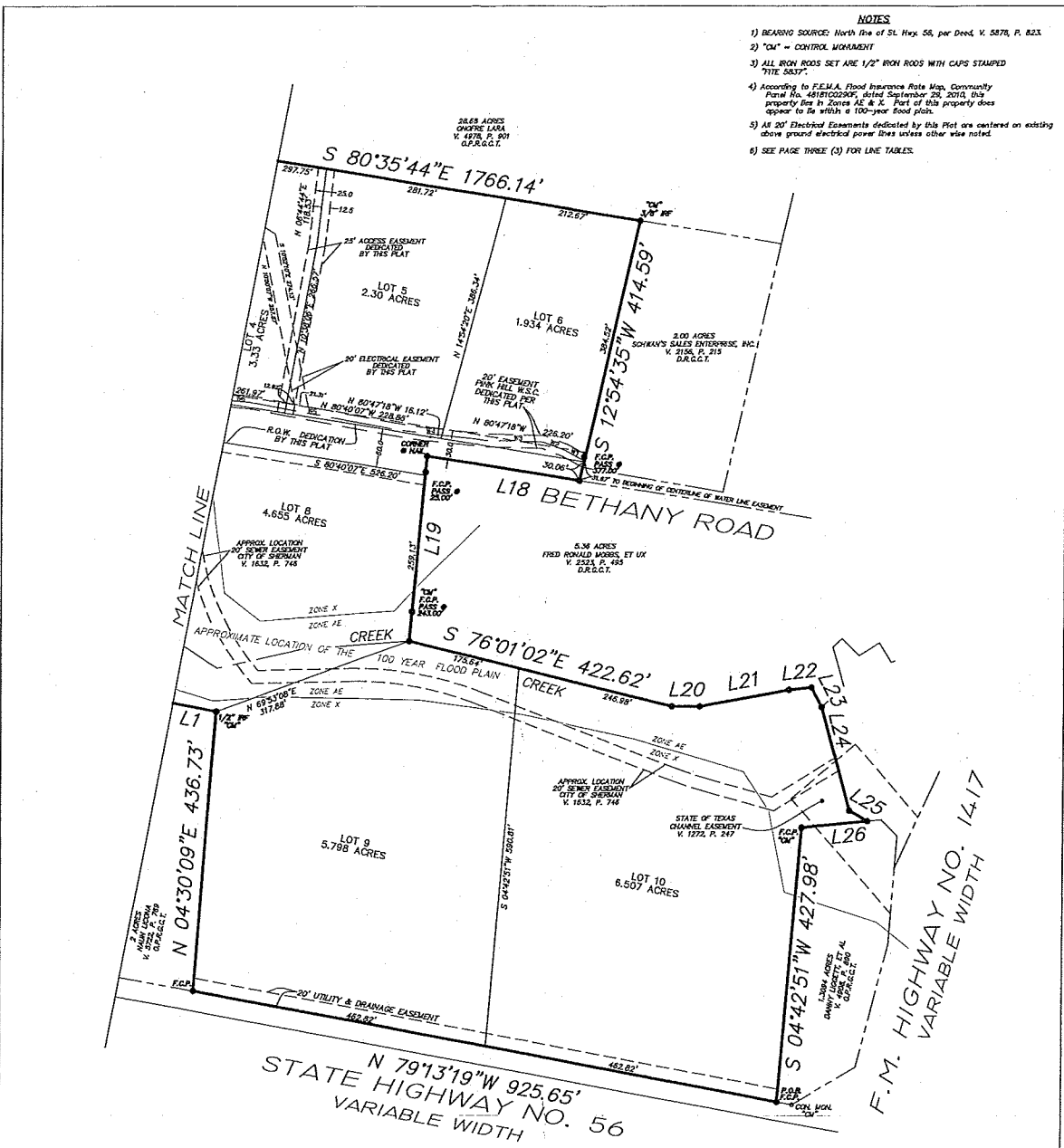
ENGINEER
KRG CIVIL ENGINEERS, INC.
1700 REDBUD, SUITE 325
McKINNEY, TX 75069
972-529-7005

AARON BURLESON SURVEY, ABST. NO. 61
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS
(41.858 ACRES)

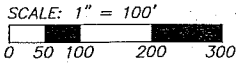
DAVID FITE SURVEYING

DATE: 1-5-2018
GF NO. _____
CHECK: D.W.F.

PH. NO. 903-355-8178
FAX NO. 903-454-7478
E-MAIL: davidfite@onblue.net



- NOTES**
- 1) BEARING SOURCE: North line of St. Hwy 56, per Deed, V. 5878, P. 823.
 - 2) "C.M." = CONTROL MONUMENT.
 - 3) ALL IRON RODS SET ARE 1/2" IRON RODS WITH CAPS STAMPED "TITE SURVEY".
 - 4) According to F.E.M.A. Flood Insurance Rate Map, Community Panel No. 48181002200, dated September 29, 2010, this property lies in Zones AE & X. Part of this property does appear to lie within a 100-year flood plain.
 - 5) All 20' Electrical Easements dedicated by this Plat are centered on existing above ground electrical power lines unless other wise noted.
 - 6) SEE PAGE THREE (3) FOR LINE TABLES.



OWN/DEVELOPER
 HAROLD DEANE MURAL
 1415 HARVEY LANE
 DENISON, TX 75020
 956-778-9281

ENGINEER
 KRG CIVIL ENGINEERS, INC.
 1700 REDBUD, SUITE 325
 MCKINNEY, TX 75069
 972-529-7005

FINAL PLAT
BETHANY ROAD ESTATES NO. II
 AARON BURLESON SURVEY, ABST. NO. 61
 CITY OF SHERMAN
 GRAYSON COUNTY, TEXAS
 (41.858 ACRES)

DAVID FITE SURVEYING	
SCALE: 1" = 100'	DATE: 1-5-2018
JOB NO. DE170017	OF NO. _____
DRAWN: D.W.F.	CHECKED: D.W.F.
3480 COUNTY ROAD 3307 GREENVILLE, TX 75402	PH. NO. 903-355-8178 FAX NO. 903-454-7478 E-MAIL: davidfite@twbblue.net

STAFF REVIEW LETTER

April 9, 2018

Harold Deane Munal
1415 Harvey Lane
Denison, TX 75020

KRG Civil Engineers, Inc.
1700 Redbud, Suite 325
McKinney, TX 75069

David Fite Surveying
3480 County Road 3307
Greenville, TX 75402

Dear Applicants,

The request for approval of the Final Plat of Bethany Road Estates No. II has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 17, 2018 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. All requirements of the Floodplain Ordinance should be followed.
4. Annexation into City Limits required for City Water & Sewer services.
5. Metes and bounds description must match drawing.
6. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
7. 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Steve Ayers, Asst. City Manager



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

Agenda Item No. 9.

Meeting Date: 04/17/2018

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

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Joe Gilbert, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

*** 3000-3100 BLOCKS E. LAMAR STREET & THE 200-500 BLOCKS BETHANY ROAD**

The request of Harold Deane Munal (Owner), KRG Civil Engineers, Inc. (Engineer) and David Fite Surveying (Surveyor) concerning the property in the 3000-3100 Blocks East Lamar Street and the 200-500 Blocks Bethany Road, being 41.858 acres in the Aaron Burleson Survey, Abstract No. 61, as follows;

Planning and Zoning Commission

Final Plat approval of Bethany Road Estates II in the City of Sherman's Extraterritorial Jurisdiction (ETJ)

Background:

The property is located in the 3000-3100 Blocks of East Lamar Street and the 200-500 Blocks of Bethany Road in east Sherman just outside the City Limits in the City of Sherman's extra territorial jurisdiction (ETJ). The owner would like to plat this property into eleven (11) lots.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Deane Munal (Owner)

KRG Civil Engineers, Inc. (Engineer)

David Fite Surveying (Surveyor)

Master Plan Designation:

Not part of Master Plan - Outside City

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map

Zoning Map

Final Plat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I.1.

Meeting Date: 05/07/2018

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Parks and Recreation Advisory Board (2)

Issue:

Sholdon Daniels' and Sarah Pierce's terms on the Parks and Recreation Advisory Board expired on May 3, 2018. They are both eligible to be reappointed. Ms. Pierce does wish to be reappointed, however Mr. Daniels did not indicate that he would like to be reappointed. Brantley Blackburn, Shane Martin, and Christopher "Drew" Thorpe have also applied for service on the Board.

Background:

The Parks and Recreation Advisory Board advises the City Council on long-range planning and the implementation of programs and activities conducted by the Parks and Recreation Department.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

The staff recommends that Brantley Blackburn and Shane Martin be appointed to the Parks and Recreation Advisory Board.

Alternatives:

The alternative is to delay appointments to the Board.

Attachments

Roster

Fact Sheet

Applicant List

Sarah Pierce Reappointment Letter

Sholden Daniels Reappointment Letter

Brantley Blackburn Application

Shane Martin Application

Christopher "Drew" Thorpe Application

MEMBERSHIP ROSTER

PARKS & RECREATION BOARD

LENGTH OF TERMS: TWO YEARS

Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Brian Jones	1	A 5/19/2015 R 5/19/2017	5/19/2017 5/19/2019	1 2	
Amanda Phillips	1	A 3/21/2017	3/21/2019	1	
Sholdon Daniels	2	A 5/3/2016	5/3/2018	1	
Sarah Pierce	4	A 5/3/2016	5/3/2018	1	
Michael Kelly	1	A 12/19/2017	12/19/2019	1	
Michael Waitt	1	A 11/17/2015 R 11/17/2017	11/17/2017 11/17/2019	1 2	
Ben Crouse	1	A 11/17/2015 R 11/17/2017	11/17/2017 11/17/2019	1 2	

NOTE:

Chair:

Vice Chair:

FACT SHEET

PARKS AND RECREATION BOARD

Established by ORDINANCE 3181 – MARCH 28, 1977

1. Number of Members: SEVEN (7)
2. Term of Appointment: TWO (2) YEARS
3. Consecutive Term Rule: THREE (3) TERMS – ORDINANCE 4112 (7/24/89)
4. Qualifications for Membership: INTEREST IN PROGRAMS AND ACTIVITIES CONDUCTED BY PARKS AND RECREATION DEPARTMENT. A STUDENT OF SHERMAN HIGH SCHOOL DESIGNATED BY STUDENT COUNCIL, AND THE DIRECTOR OF PARKS AND RECREATION SHALL BE EX-OFFICIO, NON-VOTING MEMBERS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization
CHAIRPERSON E VICE CHAIRPERSON SECRETARY A
ELECTED APPOINTED
7. Departmental Responsibility: PARKS AND RECREATION DEPARTMENT
8. Meeting Date: FIRST WEDNESDAY OF EACH MONTH
9. Attendance Requirements: WILL FORFEIT SEAT BY MISSING 3 CONSECUTIVE MEETING WITHOUT GOOD CAUSE

=====

PURPOSE:

To assist in long-range planning and implementation of programs and activities conducted by the Parks and Recreation Department.

RESPONSIBILITIES:

Advise concerning future development; to study and make recommendations concerning additional park land or sites; and to recommend means for maximum utilization of facilities.

APPLICANT LIST

Parks and Recreation Advisory Board

Positions Vacant 2

Applicant	Address	District	Qualifications
Sarah Pierce	1102 S. Ely	4	Current Members; Wishes to be Reappointed
Brantley Blackburn	988 Plainview Rd	n/a	
Shane Martin	1307 W. Washington	4	Roadrunner X-Ray, Inc.
Christopher "Drew" Thorpe	2102 Meadows	1	Remax Signature Properties

COMMENTS:

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

April 17, 2018

Sarah Pierce
1102 S. Ely
Sherman, Texas 75092



RE: Parks and Recreation Advisory Board

Dear Ms. Pierce:

Your term on the Parks and Recreation Advisory Board expires on May 3, 2018. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,


Linda Ashby
City Clerk

cc: Theresa Hutchinson, Parks and Recreation Manager

☒

I do wish to be considered for reappointment to this board

☐

I do not wish to be considered for reappointment to this board


Signature


Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

April 17, 2018

Sholden Daniels
4816 Hara Lane
Sherman, Texas 75092

RE: Parks and Recreation Advisory Board

Dear Mr. Daniels:

Your term on the Parks and Recreation Advisory Board expires on May 3, 2018. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,



Linda Ashby
City Clerk

cc: Theresa Hutchinson, Parks and Recreation Manager

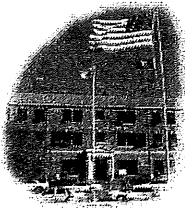
_____ I do wish to be considered for reappointment to this board

_____ I do not wish to be considered for reappointment to this board

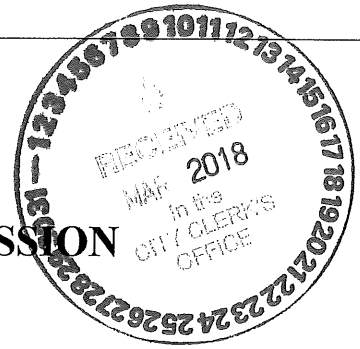
Signature

Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106



CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 76091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Brantley A Blackburn

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission: Sherman Parks and Rec

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Occupational Information

Home Address: 988 Plainview Rd, Sherman, TX 75092

Business Name: _____

Mailing Address: _____

Occupation: _____

Telephone: 903-436-0805 Fax: _____

Address: _____

E-Mail: brantleyb@yahoo.com

Telephone: _____

Fax: _____

Sherman Resident for 34 years County: Grayson

E-Mail: _____

Drivers License No.: 12202607

Voter Registration No.: n/a

Which Council District do you live in? (see attached map) Lawrence Davis n/a

Prior work experience: (please include dates)

Bob Utter Ford May 23, 2006 - Present

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2001

Business College, Correspondence School, Adult Education, Other? WyoTECH - Business Management

Name of College/University: _____ ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Binkley park trail Steward 2016 - Present

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - No

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I believe I can help this board through both my experiences and relationships with other communities and their parks.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

- 1) Creating, Restoring, and maintaining green spaces. This board can look at other Flourishing Communities and their green spaces. Sherman can use these models to create their own unique version of them. Also infrastructure to link and connect these spaces.
- 2) Providing youth with recreational activity. They can explore opportunities to create spaces and activities that are in touch with today's youth. They need places to explore and gather along with routes and access to get there. They need the opportunity to unplug. The skate park is a great start, but there are other opportunities.
- 3) Fresh ^{insight} ~~idea~~ Having a member on board that is super active and heavily involved in recreation and green spaces will help provide new insight and ideas. A new perspective could yield positive results.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I have built several miles of trail at Binkley park. I have grown a mountain bike community to over 500 members in under a year. I am active in lots of different recreation within the community.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: I have been working along side several members for quite a while now.

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Brenda Brunk

Date: 3-6-18

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

RECEIVED

APR 11 2018

In The
CITY CLERK'S OFFICE

Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75001
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name:

Shane Martin

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission:

Parks and Recreation Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 1307 W. Washington St.

Mailing Address:

Telephone: 580.380.5444 Fax: 903.893.7761

E-Mail: shane.h.martinez@gmail.com

Sherman Resident for 15 years County: Grayson

Drivers License No.: 27436812

Voter Registration No.: 1171203921 ☒

Occupational Information

Business Name: Roadrunner X-Ray Inc.

Occupation: Owner

Address: 512 N. Walnut, Sherman

Telephone: 903.893.7773 Fax: 903.893.7761

E-Mail: Shane.martin@

roadrunxray.com

Which Council District do you live in? (see attached map)

District 4 ☒

Prior work experience: (please include dates)

- Alliance Health District - Hospital Administration - Sept 15 - Feb 17

- Boston Scientific Corp - Sales Rep - July 09 - Sept 15

- Medical Center of Southeast Oklahoma - Registered Nurse - Oct 99 - July 09

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1995

Business College, Correspondence School, Adult Education, Other?

Name of College/University: University of Texas

☐ Bachelor's ☒ Master's ☐ PhD

Volunteer Work: (please include dates)

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes-No

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (How would you use this experience to benefit the City)?

I am an advocate for physical fitness and proper nutrition. Every community should have adequate Parks and Recreation facilities to promote healthy living, provide family recreational options, and improve community pride.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Competitive issues with the City of Denison: Denison has a new high school and multi-sport complex, both visible from Hwy. 35. Without the addition of new facilities, Sherman needs more aggressive marketing campaigns to promote community awareness.

2) Lack of Community awareness: An aggressive marketing campaign including a robust social media platform.

3) Inadequate Funding: Explore other avenues of funding through grants, and fund-raising activities.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

CPR Certified, Competitive triathlete, runner.
Registered Nurse

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

N/A

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No
Comments: _____

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____

S. A. Martin

Date: 4/11/18

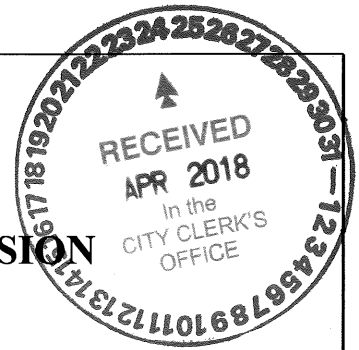
In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Christopher "Drew" Thorpe

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission:

Parks & Rec

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 2102 Meadows Sherman Tx 75092
Mailing Address: _____
Telephone: 903-821-8566 Fax: _____
E-Mail: drewthor22@yahoo.com
Sherman Resident for 7 years County: Grayson
Drivers License No.: 21994549
Voter Registration No.: _____

Occupational Information

Business Name: Remax Signature Properties
Occupation: Realtor
Address: 140 W Lamberth Sherman Tx
Telephone: _____ Fax: _____
E-Mail: _____

Which Council District do you live in? *(see attached map)* 1 ✓

Prior work experience: *(please include dates)*

KUNT Radio 88.1 2013-2015

Sports Radio 1310 The Ticket Promo Staff 2014-2016

Realtor at Remax Signature Properties 2016 - present

Educational Achievement:

High School Graduate? ☐ Yes ☐ No Year Graduated/Left School? _____

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: Texas Tech University

☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*

Helped raise \$250,000 at Norm-a-thon Dec
26th 2015

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - No

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (*how would you use this experience to benefit the City*)?

I want to become a Parks and Rec board member to help enhance the quality of the leisure life of all current Sherman residents through parks and recreation programs and services. As Sherman continues to grow I would like to have a voice as we help maintain and provide new and current county residents with wide a variety of recreational opportunities.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) I believe it would be a good idea to put a basketball court at fairview park. It is one of the best and busiest parks Sherman has to offer. This would add another element to the wide range of activities it has to offer.

2) There are many mountain bike groups that have to travel south towards Grapevine and even Dallas to ride a trail with multiple levels. One of my passions is mountain biking and I ride Binkley Park's track quite a bit. With the right vision a well developed trail has great potential to create something unique for our community.

3) Being a movie lover and seeing how movies are a great way to bring a variety of people together it would be great to see more movie event opportunities. By showing monthly new and/or classic movies in the park or at the Splash, neighbors who might not have met before could get to know each other and would have something to talk about.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Videographer, Degrees in Marketing, Radio, Tv, and Film

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No
Comments: Amanda Phillips is who I spoke with.

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Drew Thorpe Date: 04-23-2018

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 05/07/2018

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2018 Council Calendar

2018

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

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

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

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

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

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

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

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

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

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

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

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

1/1/2018	New Year's Day/Regular City Council Meeting on 01/02/2018
2/28/2018	Called Council Meeting - Training Session for Council Members
4/27/2018	Called Budget Planning Mtg in Council Chambers
06/14-15/2018	Called Budget Workshop in Council Chambers
9/3/2018	Labor Day/Regular City Council Meeting on 09/04/2018

[illegible]