

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MARCH 20, 2017
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER SHAWN TEAMANN**
- A. 3. INVOCATION BY COUNCIL MEMBER SHAWN TEAMANN**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 6, 2017**

Public Hearing

- B. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6014
(UNDER APPEAL FROM P&Z)**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Daycare/Preschool/Educational Development Center in an R-1 (One Family Residential) District at 1211 Blanton Drive, being Lot 5, Block 8, Western Hills Addition (Delmar Hill, Owner; Chiniqua Hill, Representative; and Underwood Drafting & Surveying, Inc., Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- B. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6015**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Tattoo Shop in a C-1 (Retail Business) District/Central Business District at 230 West Houston Street, being Lot 8, Block X, S.B. Allen Addition (Creta Lynn Carter, II and Jeffrey Ray Brown, Owners; Kacy Epperson, Applicant/Tenant/Prospective Buyer; and Tatchio & Associates, Architect); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

B. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6016

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Five (5) Residential Apartments in the First Half of the First Floor of the Building Facing a Front Street in a C-2 (General Commercial) District/Central Business District at 111-121 East Pecan Street, being Lots 7, 8 and 9, Block A, T.J. Shannon's Supplemental Plat (Restore Emergency Services & Construction Repair LLC, Owners; Rick Owens, Representative; Tatchio & Associates, Architect; and Helvey-Wagner Surveying, Inc., Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

B. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6017

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Self-Storage Facility (Cool Water Storage) in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn Overlay) District at 230 East Sycamore Street, being Lot 1, Ellison Addition (Cool Water Development, LLP, Owners; and David Baca Studio, LLC, Architect); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

B. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6018

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automobile Sales, Service and Repair in a C-2 (General Commercial) District at 2411 Texoma Parkway, being Lot 1, Block 1, Helen Perkins Addition and Part of Lot 6R, Block 1 of the Replat of Lots 1R and 3R, Block 1, Helen Perkins Addition (Jade Lamance, Owner; and Nathan Gray, NBS Drafting & Design, Draftsman); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

B. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6019

Amending Chapter 6 of the Code of Ordinances, entitled "Health and Sanitation", at Article 6.02, entitled "Food Establishments", Section 6.02.001, entitled "Adoption of State Food Establishment Rules; Definitions", and at Section 6.02.010, entitled "Additional Requirements for Mobile Food Units (MFU)"

B. 7. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6020

Amending Chapter 1 of the Code of Ordinances, entitled "General Provisions", Article 1.11, entitled "Parks, Recreation and Miscellaneous Public Property", Division 7, entitled "Municipal Building", at Sections 1.11.242, 1.11.243 and 1.11.246; Deleting in their Entirety Sections 1.11.244, 1.11.247 and 1.11.248

Close Public Hearing and Consider Adoption of Ordinances

B. 8. ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 6014, 6015, 6016, 6017, 6018, 6019 and 6020

B. 9. CONSENT AGENDA

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

Resolutions

C. 1. RESOLUTION NO. 6198

Authorizing Execution of a Development Agreement with JRH Sherman, LLC for the Construction of Public Sanitary Sewer and Water Mains in Sherman Crossroads Medical, a 3.0522-acre Development North of F.M. 1417 along West Travis Street and the U.S. Highway 75 Service Road in the City of Sherman

C. 2. RESOLUTION NO. 6199

Authorizing Execution of a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Design of the Sherman Northwest Sewer Line, Lift Station and Force Main Improvements

C. 3. * RESOLUTION NO. 6200

Authorizing Execution of a Development Agreement with Joe Gilbert Construction, LLC. for the Construction of Public Sanitary Sewer and Water Mains in the Replat of Hickory Estates, Lots 1R-9R, a 1.306-acre Subdivision South of U.S. Highway 82 along Hickory Street in the City of Sherman

C. 4. * RESOLUTION NO. 6201

Authorizing Execution of a Development Agreement with DGR Development Group, a Texas Joint Venture, for the Construction of Public Sanitary Sewer and Water Mains in The Gardens at O'Hanlon Ranch, a 7.529-acre Subdivision West of F.M. 1417 along Lamberth Road in the City of Sherman

C. 5. * RESOLUTION NO. 6202

Authorizing Execution of an Agreement with Jose D. Guerrero for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 712 East Scott Street

Change Orders

D. 1. * CHANGE ORDER NO. 1

Approving the Greater Texoma Utility Authority's Intent to Execute Change Order No. 1; Water Treatment Plant Expansion Project; H2O Innovation, Inc.; \$63,370.88 Increase

D. 2. * CHANGE ORDER NO. 1

The Grand Avenue Bridge Repair Project; Austin Bridge & Road, LP; \$2,625.00 Increase

Other Business

E. 1. OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for Adoption of a Tract of Land on Preston Club Drive, South of U.S. Highway 82 and West of Highway 289, Adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

E. 2. OTHER BUSINESS

Consider the Application of Gary Roberts to Enroll his Business, Pop Pop Soda Shop, into the Sherman Downtown Occupancy Incentive Grant Program

E. 3. * OTHER BUSINESS

Revised Final Plat Approval of The Gardens at O'Hanlon Ranch, being 7.529 acres in the Elijah Hartzog Survey, Abstract No. 540 and the Fielding Bacon Survey, Abstract No. 120; Lamberth Crossing Joint Venture, Owners; Cross Engineering Consultants, Inc., Civil Engineer; and Preston Trail Land Surveying, Surveyor (2100-2400 blocks of Shady Oaks Lane, 2300 block of Norwood Street, and 2600-2800 blocks of West Lamberth Road)

E. 4. * OTHER BUSINESS

Amending Final Plat Approval of Pebblebrook South, Phase II, being 8.653 acres in the Elizabeth Jones Survey, Abstract No. 625; Yousef B. Al-Ballam, Zakiah US, LLC, Owner; Greg Edwards Engineering Services, Engineer; and Cox Land Surveying Company, Surveyor (2200-2300 blocks of Peggey's Cove and Southridge Lane and 3400-3500 blocks of Dartmouth Lane)

E. 5. * OTHER BUSINESS

Amending Final Plat Approval of Pebblebrook South, Phase III, being 8.99 acres in the Elizabeth Jones Survey, Abstract No. 625; Yousef B. Al-Ballam, Zakiah US, LLC, Owners; GEES, Inc., Engineer; and Cox Land Surveying Company, Surveyor (2300 blocks of Peggey's Cove and Southridge Lane and 3400-3500 blocks of Hanan Street)

E. 6. * OTHER BUSINESS

Replat Approval of Lot 3 of Community USA Addition, being Lot 3, Block 1, Community USA Addition, containing 7.024 acres in the Elizabeth Jones Survey, Abstract No. 625; Sherman Storage I, LLC and Steve Palmer, Owners; and Helvey-Wagner Surveying, Inc., Surveyor [2105, 2107 and 2115 South F.M. 1417 (Heritage Parkway)]

E. 7. * OTHER BUSINESS

Replat Approval of the Alcoholic Services Addition, a Replat of Lot 1, Block 1, Helen Perkins Addition and Lot 6R, Block 1, Replat of Lots 1R and 3R, Block 1 of the Replat of Lot 2, Block 1, Helen Perkins Addition, being 4.328 acres in the Rueben Hendrix Survey, Abstract No. 504; Alcoholic Services of Texoma, Inc. and Lamance Properties, LP, Owners; and Helvey-Wagner Surveying, Inc., Surveyor (2411 Texoma Parkway)

E. 8. * OTHER BUSINESS

Replat Approval of Lots 3 & 4, Block 5, Western Hills Addition, Section 2, being a Part of the J.B. McAnair Survey, Abstract No. 763 and being all of Lots 3 & 4, Block 5, Western Hills Addition, Section 2, containing 1.56 acres; Thomas and Jean Flick and McDonald and Kaitlin Arnot, Owners; and Underwood Drafting & Surveying, Inc., Surveyor (1407 and 1411 Western Hills Drive)

E. 9. * OTHER BUSINESS

Consider Request of the 2017 Earth Day Planning Committee to Temporarily Close Certain Streets for the "9th Annual Earth Day Festival" on Saturday, April 22, 2017

F. CITIZEN REQUESTS

G. MEDIA QUESTIONS

Consider Board/Commission Appointments

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

(a) Main Street Advisory Committee (1)

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

(a) Parks and Recreation Advisory Board (1)

I. COUNCIL COMMENTS

Executive Session

J. 1. EXECUTIVE SESSION

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

Section 551.071 Consultation with City Attorney concerning Pending or Contemplated Litigation

Section 551.087 Deliberation Regarding Economic Development Negotiations:
(a) Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect

The Council reconvenes into General Session

K. 1. OPEN MEETING

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

L. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on March 17, 2017 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 17th day of March, 2017
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor Deputy Mayor Council Members

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



City Council Regular Meeting

A.4.

Meeting Date: 03/20/2017

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 6, 2017

Attachments

March 6, 2017

Combination Tax and Revenue Certificates of Obligation

STATE OF TEXAS §
COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on March 6, 2017.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

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

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of February 20, 2017. Council Member Couch moved to approve the Minutes as presented; Second by Council Member Howeth. All present voted AYE. MOTION CARRIED.

PROCLAMATION

“NATIONAL SOCIAL WORK MONTH” – MARCH 2017
Council Member Steele presented a proclamation to Leslie Broughton, Home Hospice Social Worker, proclaiming March 2017 as “National Social Work Month” in Sherman.

Ms. Broughton thanked the City Council for the recognition, adding that working with Home Hospice has been a life changing event.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Plyler introduced Ordinance No. 6013 and called for a public hearing:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF SHERMAN, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2017", SPECIFYING THE TERMS AND FEATURES OF SAID CERTIFICATES; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND A LIMITED PLEDGE OF THE NET REVENUES FROM THE OPERATION OF THE CITY'S WATERWORKS AND SEWER SYSTEM; RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID CERTIFICATES, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AND PROVIDING AN EFFECTIVE DATE.

COUNCIL MINUTES – MARCH 6, 2017

Garry Kimball, Managing Director, Specialized Public Finance Inc., presented the bid tally for the competitive sale that was held earlier in the day, offering just over \$18 million worth of Certificates of Obligation.

They received seven bids, representing 10 different firms, which was a very good showing. The spread between the high and the low was 15 basis points, which represents a consensus among the bidders. He said this was an indication of the strength of the City's credit. He recognized the City's strong budgeting skills and the good financial management.

Mr. Kimball said they were pleased with the 3.24% bid, submitted by Bank of America, which was the low bid. All bids were verified against the bid specifications. They actually budgeted 3.75%.

Mr. Kimball said the difference in terms of total debt service for the life of the transaction, for a 20 year fixed rate deal, is \$1.2 million, or approximately \$60,000 per year, "to the good" versus budget.

Robby Hefton, City Manager, verified that the sale of the Certificates of Obligation will fund at the end of March 2017.

No other citizens appeared before the City Council to discuss Ordinance No. 6013.

Mayor Plyler introduced Ordinance No. 6004 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPOINTING AN ALTERNATE MUNICIPAL COURT JUDGE FOR THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; PROVIDING FOR A REPEALER CLAUSE.

ORD 6004
ALTERNATE
MUNICIPAL COURT
JUDGE

Don Keene, Assistant City Manager, said Scott Smith is the City's Municipal Court Judge. Occasionally he's not able to serve and an Alternate Judge needs to be called. Currently the City only has one "backup" judge and they wanted to identify two.

Thomas Redwine is the Alternate Judge, and Mark Teague has agreed to serve as the second alternate judge.

No citizens appeared before the City Council to discuss Ordinance No. 6004.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6013

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF SHERMAN, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2017";

ORD 6013
CERTIFICATES OF
OBLIGATION

SPECIFYING THE TERMS AND FEATURES OF SAID CERTIFICATES; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND A LIMITED PLEDGE OF THE NET REVENUES FROM THE OPERATION OF THE CITY'S WATERWORKS AND SEWER SYSTEM; RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID CERTIFICATES, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AND PROVIDING AN EFFECTIVE DATE.

Council Member Steele commended Mary Lawrence, Director of Finance, and her staff for their great work on the Certificates of Obligation.

Ordinance 6004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPOINTING AN ALTERNATE MUNICIPAL COURT JUDGE FOR THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; PROVIDING FOR A REPEALER CLAUSE.

ORD 6004
ALTERNATE
MUNICIPAL COURT
JUDGE

ACTION TAKEN.

Motion by Council Member Steele to adopt Ordinance Nos. 6013 and 6004, as presented. Second by Council Member Couch.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 6193 – FINDING AND DETERMINING A PUBLIC PURPOSE AND PUBLIC NECESSITY EXISTS FOR CONSTRUCTION OF STREET IMPROVEMENTS FOR THE EAST PARK AVENUE TO EAST LAKE AVENUE CONNECTOR; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY MANAGER TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, FINDING AND DETERMINING A PUBLIC PURPOSE AND PUBLIC NECESSITY EXISTS FOR CONSTRUCTION OF STREET IMPROVEMENTS FOR THE

RES 6193
EAST PARK AVE &
EAST LAKE AVE

EAST PARK AVENUE TO EAST LAKE AVENUE CONNECTOR;
APPOINTING AN APPRAISER AND NEGOTIATOR AS
NECESSARY; AUTHORIZING THE CITY MANAGER TO
ESTABLISH JUST COMPENSATION FOR THE PROPERTY
RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY
MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE
THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH
ALL APPLICABLE LAWS AND REGULATIONS.
CONSENT AGENDA.

RESOLUTION NO. 6194 – AWARDING A BID TO AND
AUTHORIZING EXECUTION OF A CONTRACT WITH C&M
MOWING AND LANDSCAPING FOR THE 2017 CITY PARKS
AND GROUNDS FINISH MOWING PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING
EXECUTION OF A CONTRACT WITH C&M MOWING AND
LANDSCAPING FOR THE 2017 CITY PARKS AND GROUNDS
FINISH MOWING PROGRAM.

CONSENT AGENDA.

RES 6194
PARKS & GROUND
FINISH MOWING

RESOLUTION NO. 6195 – AWARDING A BID TO AND
AUTHORIZING EXECUTION OF A CONTRACT WITH
WELDON'S LAWN AND TREE, LLC. FOR THE 2017 CITY
RIGHT-OF-WAY FINISH MOWING PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING
EXECUTION OF A CONTRACT WITH WELDON'S LAWN AND
TREE, LLC. FOR THE 2017 CITY RIGHT-OF-WAY FINISH
MOWING PROGRAM.

CONSENT AGENDA.

RES 6195
ROW FINISH
MOWING

RESOLUTION NO. 6196 – AWARDING A BID TO AND
AUTHORIZING EXECUTION OF A CONTRACT WITH FRAZER,
LTD. TO PURCHASE AN AMBULANCE UNDER THE FEMA
ALTERNATIVE PROJECT PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING
EXECUTION OF A CONTRACT WITH FRAZER, LTD. TO
PURCHASE AN AMBULANCE UNDER THE FEMA
ALTERNATIVE PROJECT PROGRAM.

CONSENT AGENDA.

RES 6196
PURCHASE OF
AMBULANCE

RESOLUTION NO. 6197 – AWARDING A BID TO AND
AUTHORIZING EXECUTION OF A CONTRACT WITH
CALDWELL COUNTRY CHEVROLET TO PURCHASE A
CHEVROLET POLICE TAHOE UNDER THE FEMA
ALTERNATIVE PROJECT PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING
EXECUTION OF A CONTRACT WITH CALDWELL COUNTRY
CHEVROLET TO PURCHASE A CHEVROLET POLICE TAHOE
UNDER THE FEMA ALTERNATIVE PROJECT PROGRAM.

CONSENT AGENDA.

RES 6197
PURCHASE POLICE
TAHOE

OTHER BUSINESS

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

**SEDCO QUARTERLY
PROGRESS REPORT**

Mayor Plyler explained that Greg Kirkpatrick, Sherman Economic Development Corporation Chairman, was unable to attend the Council Meeting and John Sild, SEDCO Vice Chairman, would present the report in his absence.

Mr. Sild said SEDCO has been very busy during the last quarter. There are many opportunities underway. On January 12, 2017, SEDCO hosted a Groundbreaking Ceremony for J.P. Hart Lumber Company, the newest industry in Progress Industrial Park III. They brought a \$5.5 million capital investment and 37 new jobs to Sherman.

A Texoma Career Fair for call centers was held on January 19, 2017 and 300 job seekers attended the event. The participating companies collected 568 applications, and to date, have held 227 interviews. The event was sponsored in partnership with the Denison Development Alliance, Workforce Solutions Texoma, and the City of Sherman.

Since the last report, SEDCO has completed two performance agreements with GlobiTech and Christmas Designers, and a small business grant with 903 Brewers. These three projects combined include \$18.4 million in capital investments and 56 jobs.

Mr. Sild said SEDCO is also assisting in the planning of the Spring Manufacturing Tours for Sherman Independent School District middle school students, which will be held on March 9, 2017. The students will tour local manufacturing facilities through the Texoma Workforce Initiative to develop a base of middle-skills workers for advanced manufacturing and healthcare occupations.

SEDCO will also host Sherman's first Economic Development Week on May 8 through 13, 2017. The goal of the event is to increase awareness for economic development local programs that support the creation of jobs, advance career development opportunities and contribute to an increased quality of life.

Advertising efforts for the next quarter include four ads in the Dallas Business Journal, a featured ad in the Texas Real Estate Business Magazine, a free digital billboard ad on eastbound US Hwy 82, advertising for the new 60,000 square foot industrial building in Midway Industrial Park, and the second social media campaign.

Currently SEDCO is working on 18 projects with an estimated \$1,037,500,000 in investments and the possible creation of 2,138 new jobs.

Mr. Sild said during the last three months, SEDCO has hosted five site visits from new companies interested in Sherman and attended seven other meetings with site selectors and potential clients.

Since the last report, SEDCO has approved two new performance agreements with Cellarman's American Pub, Inc. and Fisher Controls. The two projects combined include \$380,000 in capital investment and 30 new jobs.

ACCEPT ANNUAL AUDIT REPORT FOR YEAR ENDED
SEPTEMBER 30, 2016 FROM ADAMI, LINDSEY AND
COMPANY, L.L.P.

ANNUAL AUDIT

Brian Grisham, Audit Manager, Adami, Lindsey and Company, LLP, presented the Audit Report for the year ended September 30, 2016. He explained that the Annual Financial Report is one way the City can demonstrate their accountability to the public and to its debt holders.

There are two types of statements included in the Financial Report. He explained the types of statements and what they included. Governmental activities are financed by taxes and business activities are financed by water, sewer, and solid waste fees.

Two independent audit reports were issued this year. The first was a report on the financial statement which received an "unmodified" or "clean" opinion, meaning the City's financial statements are free of misstatement and properly present the City's financial position for operating results for the 2016 fiscal year.

The second report is on internal controls and compliance and is issued separately. Mr. Grisham said they did not identify any matters involving the internal control systems or compliance.

In conclusion, Mr. Grisham said the City is in good financial condition and their internal controls are well designed and operated effectively, and their records are maintained in good order.

He recognized the work of Mary Lawrence, Director of Finance; Tammy Davis, Controller; and the entire staff in the Finance Department.

ACTION TAKEN.

Motion by Deputy Mayor Sofey to accept the Annual Audit Report for the year ended September 30, 2016, as presented. Second by Council Member Couch.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

CONSIDER SHOLDON DANIELS' REQUEST TO PRIORITIZE BICYCLE INFRASTRUCTURE IMPROVEMENTS TO ENHANCE PUBLIC SAFETY IN THE CITY OF SHERMAN

**BICYCLE
INFRASTRUCTURE
IMPROVEMENTS**

Sholdon Daniels, Parks and Recreation Board Chairman, addressed the City Council requesting to prioritize bicycle infrastructure improvements to enhance public safety.

Since 2015, Mr. Daniels said he has worked with Council Members and residents to encourage the City to invest in bike infrastructure, make it safer for riders, and to encourage people to ride bikes.

He said they recently started Bike Sherman, a grassroots organization, and would like to designate "Sherman Bike Month" in conjunction with "National Bike Month" in May. In conjunction with this designation, they would like to educate citizens about where they can ride, bicycle safety, where to find social rides, and where to find others to ride with.

Mr. Daniels said they are specifically asking for two things today. They would like the Council to pass a resolution supporting their efforts and would like the City to proclaim May 2017 as "Sherman Bike Month." He said they would follow-up in May with additional proposed ordinances.

They would like to coordinate their events with the Police and Fire Departments, the Parks and Recreation Department, and local businesses engaged in health related activities. If the City will support their events, it will show support and encourage those wanting to ride bikes in Sherman.

Council Member Couch asked about the resolution Mr. Daniels is requesting. Mr. Daniels read the proposed language to be used for the resolution. Council Member Couch said this was a huge step for quality of life improvements for the citizens.

Council Member Howeth asked if there was a specific area of town where the bike events were being held. Mr. Daniels said they currently meet at the Glennie O. Ham Center. He added that their meetings are open to any citizen of Sherman, no matter what level of bike rider they might be.

Council Member Brown said he was concerned about the safety of riding and felt there should be dedicated bike lanes. Mr. Daniels said they plan to talk with other cities to see what they have done to protect bike riders.

Mayor Plyler added that the City staff is currently looking into that issue also. Mr. Hefton said the City would need to bring consideration of a resolution back on a posted agenda. He verified that the month of May is "National Bike Month" and the resolution, proclamation, and activities would be in conjunction with that designated month.

Mayor Plyler welcomed Former Mayor Cary Wacker to the City Council Meeting.

CONSIDER REJECTION OF BIDS FOR THE ANNUAL CITY RIGHT-OF-WAY ROUGH MOWING CONTRACT

Steve Ayers, Director of Public Services, said the staff is recommending rejection of bids for the Annual City Right-of-Way Rough Mowing Contract. There were no qualified bidders for that portion of the contract. The staff requests Council approval to put it back out for bid.

REJECTION OF BIDS
ROW ROUGH
MOWING CONTRACT

ACTION TAKEN.

Motion by Council Member Couch to reject the bids for the Annual City Right-of-Way Rough Mowing Contract, as presented. Second by Council Member Steele.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

CONSIDER SCHEDULING A JOINT MEETING OF THE CITY COUNCIL AND THE SHERMAN INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES FOR MARCH 21, 2017, FOR A STRATEGIC PLANNING SESSION

Mr. Hefton said he has been working with Dr. David Hicks, Superintendent, Sherman Independent School District, to set a Joint Meeting between the City Council and the SISD Board of Trustees to discuss the next steps for the Strategic Planning Sessions that have been held over the past year.

SET JOINT MEETING
STRATEGIC PLANNING
SESSION W/ SISD

March 21, 2017 is a regularly scheduled meeting of the Sherman ISD and they have invited the City Council to join them to discuss issues that are jointly important for the community, the City, and the School District. The times and the specific agenda will be determined later.

Mayor Plyler emphasized the importance of the meeting, adding that it was the first time in years that the two entities have aligned themselves concerning the importance of shared infrastructure, vision, and strategy.

ACTION TAKEN.

Motion by Deputy Mayor Sofey to schedule a Joint Meeting with the Sherman Independent School District for March 21, 2017, as presented. Second by Council Member Teamann.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

CITIZENS REQUESTS

There were no citizen's requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

COUNCIL COMMENTS

ANNUAL AUDIT

Council Member Teamann said he attended the Audit Committee Meeting and it was very interesting. He thanked the staff for answering his questions and for helping the Council understand everything that went into the Financial Reports.

ANNUAL AUDIT

BIKE SHERMAN

Council Member Teamann recognized the Bike Sherman delegation and all the people in Sherman that support the effort. He thanked them for working to get Sherman healthy and said he was encouraged that there would be something moving forward.

BIKE SHERMAN

BINKLEY TRAIL SYSTEM

Council Member Teamann thanked everyone that started the Binkley Trail, saying there was a lot of work that went into the project. He recognized several individuals that worked to develop the trail system.

BINKLEY TRAIL
SYSTEM

ANNUAL AUDIT

Council Member Couch said he also serves on the Audit Committee and he thanked Adami, Lindsey and Company and Ms. Lawrence and her staff for their work on the Audit.

ANNUAL AUDIT

He said it was great to hear Sherman had a good Audit with good controls. He felt Sherman is handling investments in a responsible way and continues to improve the quality of life. He said he was especially happy to see the West Travis Street Extension coming to fruition.

EXCITING THINGS HAPPENING IN SHERMAN

Council Member Steele said there are exciting things happening in Sherman and through his job at Workforce Texoma he meets with prospects looking at the community and wanting to come in and build industry.

EXCITING THINGS
HAPPENING IN
SHERMAN

Through the Manufacturing Tours for middle school students, they hope to let them see that manufacturing in the 21st Century is nothing like it was 20 years ago. He said there are good paying jobs in Sherman and employers that are looking for young people and will actually help pay for college.

COMMEND STAFF

Council Member Steele commended the City staff saying there was a lot going on in Sherman.

COMMEND STAFF

SURGERY FOR COUNCIL MEMBER BROWN

Council Member Steele asked everyone to remember Council Member Brown in their prayers. He will be having surgery on Friday.

SURGERY FOR
COUNCIL MEMBER
BROWN

**THANKS TO FINANCE DIRECTOR MARY LAWRENCE AND
SEDCO'S STACEY JONES**

Deputy Mayor Sofey thanked Mr. Lawrence and her staff for

THANKS TO
FINANCE DIRECTOR
MARY LAWRENCE &

COUNCIL MINUTES – MARCH 6, 2017

working on the financials and Stacey Jones, SEDCO Vice President of Business Retention and Expansion, for the work they're doing.

SEDCO'S STACEY JONES

MARDI GRAS BEAD CRAWL

Council Member Howeth recognized the staff organizing the Mardi Gras Bead Crawl. She said it was a fun event for downtown and said the Jazz Museum was fascinating. She added that there is an upcoming Saint Patrick's Day event and urged citizens to attend.

MARDI GRAS BEAD CRAWL

SHERMAN HIGH SCHOOL STUDENTS

Council Member Howeth commended the large number of Sherman High School students that were attending the Council Meeting.

SHS STUDENTS

APPRECIATE SERVING

Council Member Brown said he appreciated the opportunity to work with the City Council and his first priority when he ran for office was to do something for the youth and young families. He wanted to bring back family and youth activities to Sherman and get young people involved.

APPRECIATE SERVING

COMMEND FINANCE DIRECTOR MARY LAWRENCE

Mayor Plyler congratulated Ms. Lawrence on "the highest score in financial management" and the AA rating. He said it makes doing business so much cheaper.

COMMEND FINANCE DIRECTOR MARY LAWRENCE

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

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

EXECUTIVE SESSION

SECTION 551.071

CONSULTATION WITH CITY ATTORNEY CONCERNING PENDING OR CONTEMPLATED LITIGATION

SECTION 551.087

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

Mayor Plyler said the City Council did not need to go into Executive Session tonight.

COUNCIL MINUTES – MARCH 6, 2017

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:41 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



\$18,110,000
CITY OF SHERMAN, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2017

Sealed Bids Due Monday, March 6, 2017, at 9:30 AM, CST

Bidder	True Interest Cost	Submitted Via
Bank of America Merrill Lynch	3.238598%*	Parity
SAMCO Capital Markets -Crews & Associates, Inc. -Coastal Securities, Inc. -M.E. Allison & Co., Inc.	3.274607%	Parity
HilltopSecurities	3.277181%	Parity
Hutchinson, Shockey, Erley & Co.	3.280784%	Parity
Robert W. Baird & Co., Inc.	3.283466%	Parity
Raymond James & Associates, Inc.	3.394576%	Parity
J.P. Morgan Securities LLC	3.398003%	Parity

*Based on the revised amortization schedule, the final True Interest Cost is 3.242702%.



SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES



City Council Regular Meeting

B.1.

Meeting Date: 03/20/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6014 (UNDER APPEAL FROM P&Z)

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Daycare/Preschool/Educational Development Center in an R-1 (One Family Residential) District at 1211 Blanton Drive, being Lot 5, Block 8, Western Hills Addition (Delmar Hill, Owner; Chiniqua Hill, Representative; and Underwood Drafting & Surveying, Inc., Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the appeal of the Planning and Zoning Commission's denial of a request from Delmar Hill (Owner), Chiniqua Hill (Representative) and Underwood Drafting & Surveying, Inc. (Surveyor) for a Specific Use Permit to allow a Daycare/Preschool/Educational Development Center in an R-1 (One Family Residential) District concerning the property at 1211 Blanton Drive

Background:

The property is located at 1211 Blanton Drive, between Hunt and Belden Streets. The owner purchased the property to open a licensed child care facility that would be used for the care and educational development of young children from birth to five years of age.

At the February 16, 2016 Planning and Zoning Commission Meeting, Mr. and Mrs. Delmar Hill represented the request. After hearing the opposition in regard to the incompatibility of the proposed use from the neighborhood, the Planning and Zoning Commission voted 8/0 to deny the Specific Use Permit to allow a Daycare/Preschool/Educational Development Center in an R-1 (One Family Residential) District at 1211 Blanton Drive.

On February 23, 2016, Mr. Hill filed his appeal of the Planning and Zoning Commission's denial of the proposed Specific Use Permit as allowed by City Code. The City Council heard the appeal at the March 21, 2016 meeting and adopted Ordinance No. 5943 to allow a daycare/preschool/ educational development center effective for one year, subject to reapplication in one year and the Staff Review Letter.

Mr. and Mrs. Hill reapplied for the Specific Use Permit to allow a Daycare/Preschool/Educational Development Center in an R-1 (One Family Residential) District at 1211 Blanton Drive and the request was heard at the February 21, 2017, Planning and Zoning Commission Meeting. After hearing the request, the Planning and Zoning Commission voted 3/2 to approve the Specific Use Permit to allow a Daycare/Preschool/Educational Development Center in an R-1 (One Family Residential) District at 1211 Blanton Drive. The request did not receive the majority vote, a minimum of four (4) votes; therefore the request was denied.

Origination:

Delmar Hill (Owner)
Chiniqua Hill (Representative)
Underwood Drafting & Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 21, 2017 regular meeting, the Planning and Zoning Board voted 3/2 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter. The request did not receive the majority vote, a minimum of four (4) votes; therefore, the request was denied. Chairman Gilbert, Clay Mahone, and Sam Thorpe voted in favor of the request. Shawn Davis and Jeff Adams voted against the request.

Alternatives:

The City Council could deny the request.

Attachments

Appeal Letter
Ordinance No. 6014
Location Map
Zoning Map
Zoning Sign Photo
Site Plan
Elevations
Ordinance 5943
Minutes from March 21, 2016 CC Meeting
Staff Review Letter
P&Z Communication
Letter from Kaitlyn Graves
Letter from Morris Family
Letter from Charles & Maxine Carey
Letter from Bill Sneed & Magalene Kirvin



Pre-School for Little Zebras



1211 Blanton Drive Sherman, Texas 75092

We are writing this letter to appeal the Planning and Zone Boards decision to deny an on going permit for our pre-school at 1211 Blanton Drive in Sherman, Texas.

Respectfully

Mrs Mrs Deborah Hill

2/22/17

ORDINANCE NO. 6014

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 DAYCARE/PRESCHOOL/EDUCATIONAL DEVELOPMENT CENTER IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1211 BLANTON DRIVE, BEING LOT 5, BLOCK 8, WESTERN HILLS ADDITION (DELMAR HILL, OWNER; CHINIQUA HILL, REPRESENTATIVE; AND UNDERWOOD DRAFTING & SURVEYING, INC., SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Delmar Hill (Owner), Chiniqua Hill (Representative) and Underwood Drafting & Surveying, Inc. (Surveyor) are granted a Specific Use Permit to allow a Daycare/Preschool/Educational Development Center in an R-1 (One Family Residential) District at 1211 Blanton Drive, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 5, Block 8, Western Hills Addition

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

Zoning:

1. All aspects of the R-1 (One Family Residential) District must be followed.
2. Signs advertising the business will not be allowed.

3. Shall maintain the residential look of the property.
4. Off-street parking is permitted on paved surfaces only (concrete or asphalt).
5. All parking shall be on private property and shall not encroach into Blanton Drive right-of-way; drop off and pick areas should be provided to eliminate stacking of vehicles in the street.
6. The maximum number of children shall be (15) fifteen between the ages of 0-5 years of age.
7. Hours of operation shall only be allowed from 6 a.m. to 6 p.m., Monday thru Friday.
8. The Specific Use Permit is contingent on the ownership and residency of the adjacent property (1215 Blanton Drive).
9. Violation of the conditions of the SUP will terminate the Specific Use Permit.
10. Review the zoning and development ordinance for additional requirements.
11. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

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

CITY OF SHERMAN, TEXAS

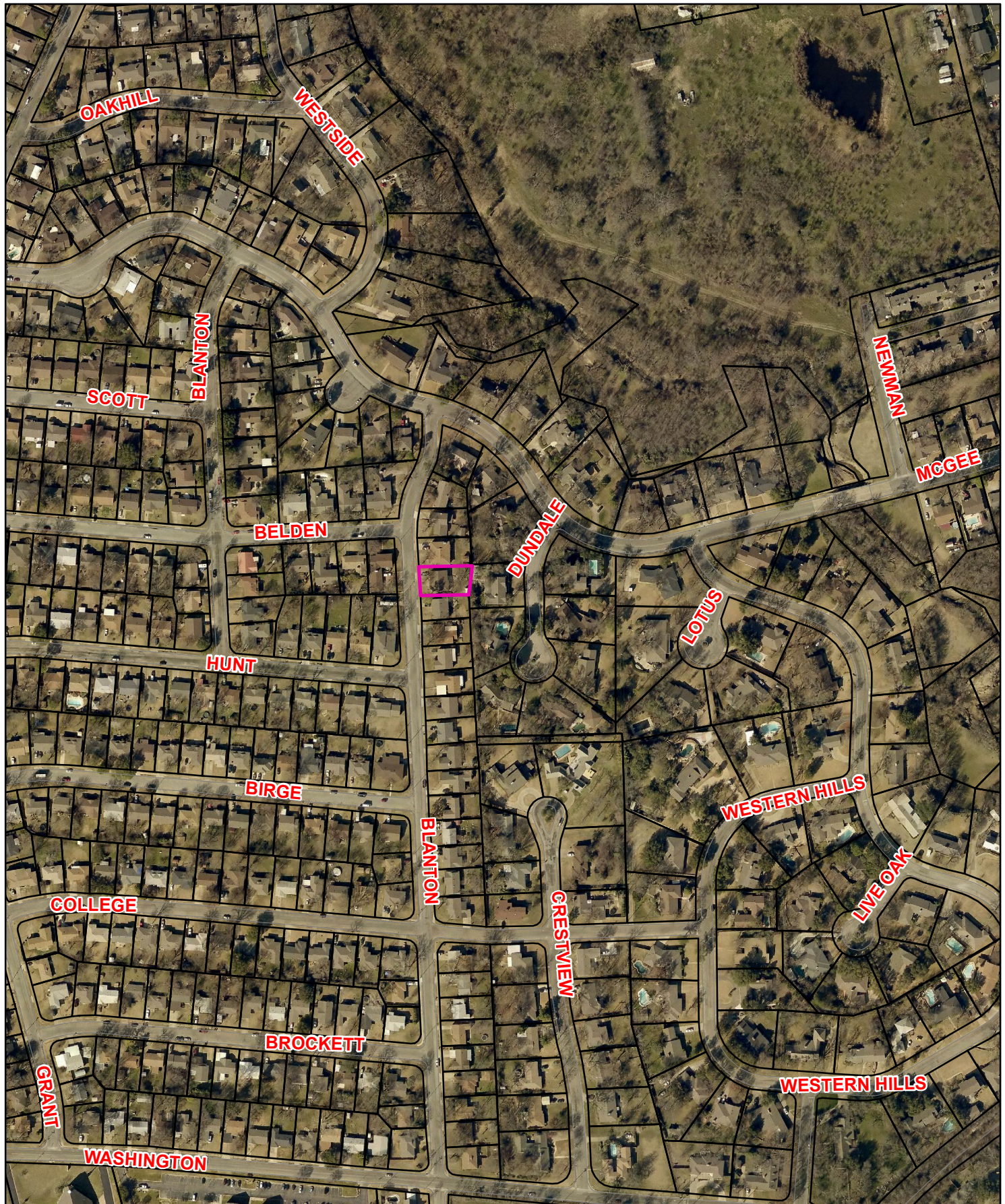
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

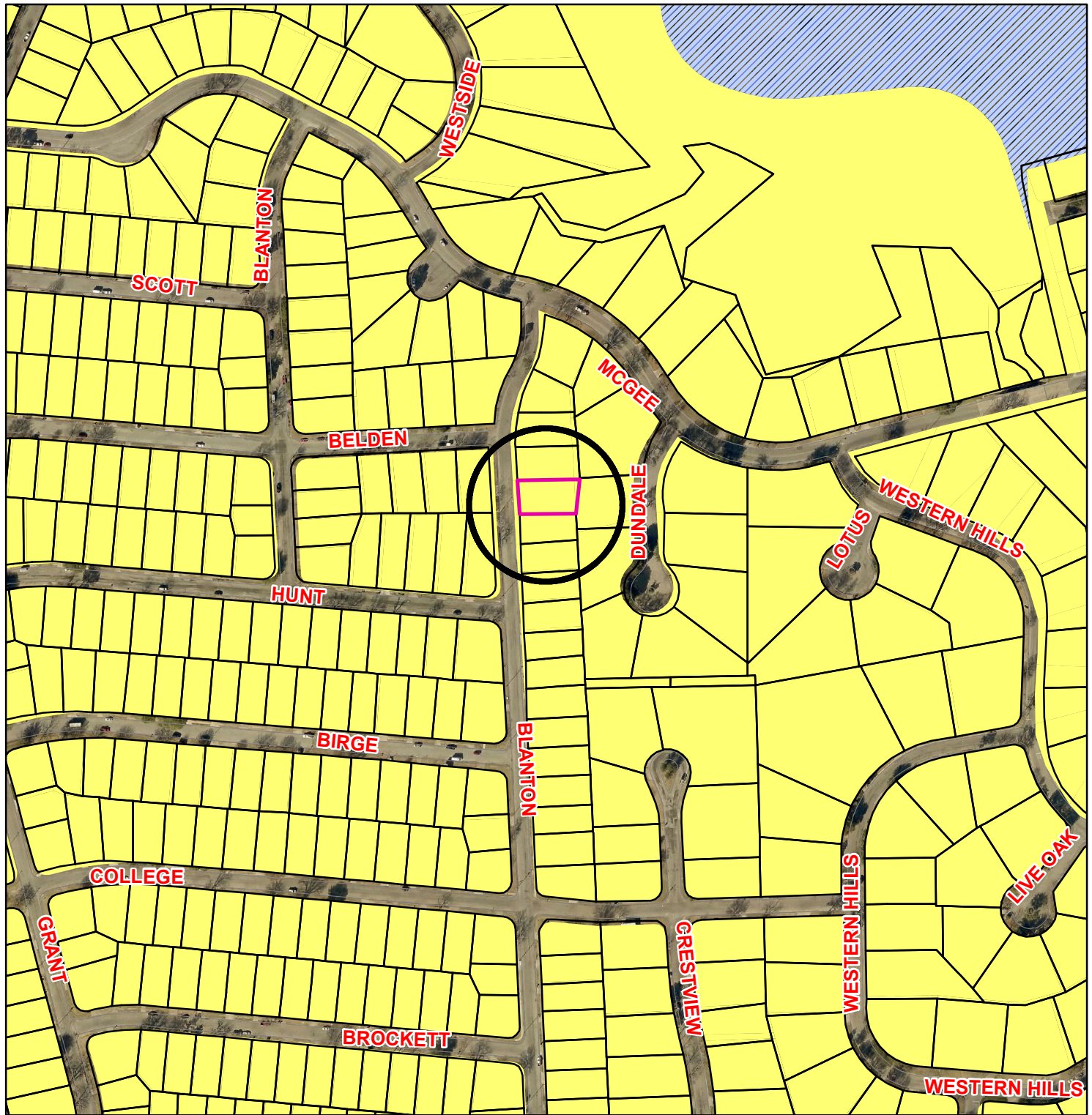


1211 Blanton Drive



1 in = 323 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 1211 Blanton Drive

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691
- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 300 ft

1211 Blanton Drive



SCALE
1" = 30'

~ BASIS OF BEARINGS ~
GPS OBSERVATION
TEXAS COORDINATE SYSTEM
NORTH CENTRAL ZONE
NAD 83

THE SUBJECT PROPERTY IS NOT AFFECTED BY EASEMENT AGREEMENT WITH TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 886, PAGE 441, D.R.G.C.T.

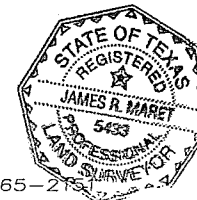
THE SUBJECT PROPERTY IS THAT AFFECTED BY PARTIAL RELEASE OF EASEMENT RECORDED IN VOLUME 893, PAGES 252 AND 254, D.R.G.C.T. AS SHOWN.

LOCATION OF EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 823, PAGE 455, D.R.G.C.T. IS UNDETERMINED.
THE SUBJECT PROPERTY IS AFFECTED BY EASEMENT TO THE CITY OF SHERMAN RECORDED IN VOLUME 888, PAGE 202, D.R.G.C.T.

I, James R. Maret, Registered Professional Land Surveyor, do hereby certify that on the 30th day of June, 2015, a survey was made on the ground of the property shown hereon, described as Lot 5 in Block 8 of Western Hills Addition Section Two to the City of Sherman, Texas, as shown by plat of record in Volume 1, Page 87, Plat Records, Grayson County, Texas, and is correct, and that there are no conflicts, overlapping of improvements, easements or rights of way, except as shown on the plat herewith, and that the plat herewith is a correct representation of the property legally described hereinabove;

The building on said lot is known as 1211 Blanton Drive, Sherman, Texas, and is wholly located on said lot; there are no encroachments or protrusions from buildings on adjoining lots or tracts of land except as shown.

James R. Maret
James R. Maret
Registered Professional
Land Surveyor No. 5433



UNDERWOOD
DRAFTING & SURVEYING

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FIRM #10006300

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2125



ORDINANCE NO. 5943

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 DAYCARE/PRESCHOOL/EDUCATIONAL DEVELOPMENT CENTER IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1211 BLANTON DRIVE, BEING LOT 5, BLOCK 8, WESTERN HILLS ADDITION (DELMAR HILL, OWNER; CHINIQUA HILL, REPRESENTATIVE; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Delmar Hill (Owner), Chiniqua Hill (Representative), and Underwood Drafting and Surveying (Surveyor) are granted a Specific Use Permit to allow a Daycare/Preschool/Educational Development Center in an R-1 (One Family Residential) District at 1211 Blanton Drive, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 5, Block 8, Western Hills Addition

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

Zoning:

1. All aspects of the R-1 (One Family Residential) District must be followed.

2. Signs advertising the business will not be allowed.
3. Shall maintain the residential look of the property.
4. Off-street parking is permitted on paved surfaces only (concrete or asphalt).
5. All parking shall be on private property and shall not encroach into Blanton Drive right-of-way; drop off and pick areas should be provided to eliminate stacking of vehicles in the street.
6. The maximum number of children shall be (15) fifteen between the ages of 0-5 years of age.
7. Hours of operation shall only be allowed from 6 a.m. to 6 p.m., Monday thru Friday.
8. The Specific Use Permit is contingent on the ownership and residency of the adjacent property (1215 Blanton Drive).
9. Violation of the conditions of the SUP will terminate the Specific Use Permit.
10. Review the zoning and development ordinance for additional requirements.
11. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

12. The location of trash receptors must be approved by the Director of Public Works.

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 21st day of March, 2016.

ADOPTED on this the 21st day of March, 2016.

EFFECTIVE DATE on this the 21st day of March, 2016.

CITY OF SHERMAN, TEXAS

BY:



DAVID PLYLER, MAYOR

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: Brandon S. Shelby
**BRANDON S. SHELBY,
CITY ATTORNEY**

ACTION TAKEN.

Motion by Council Member Couch to certify the results of an Initiative Petition for a Local Option Election, as presented. Second by Deputy Mayor Sofey.

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

VOTING NAY: None.

MOTION CARRIED.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Plyler introduced Ordinance No. 5942 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 8TH DAY OF NOVEMBER, 2016, FOR THE PURPOSE OF A LOCAL OPTION ELECTION TO CONSIDER THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES INCLUDING MIXED BEVERAGES; PROVIDING THAT SAID ELECTION SHALL BE HELD JOINTLY WITH GRAYSON COUNTY, TEXAS; DESIGNATING ELECTION PRECINCTS; APPOINTING ELECTION OFFICIALS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE USE OF DIRECT RECORDING ELECTRONIC VOTING EQUIPMENT; PROVIDING FOR EARLY VOTING.

ORD 5942
LOCAL OPTION
ELECTION
(NOV. 8, 2016)

No citizens appeared before the City Council to discuss Ordinance No. 5942.

Mayor Plyler introduced Ordinance No. 5943 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 DAYCARE/PRESCHOOL/ EDUCATIONAL DEVELOPMENT CENTER IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1211 BLANTON DRIVE, BEING LOT 5, BLOCK 8, WESTERN HILLS ADDITION (DELMAR HILL, OWNER; CHINIQUEA HILL, REPRESENTATIVE; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 5943
APPEAL FROM P&Z
SUP FOR DAY
CARE CENTER
(1211 BLANTON DR.)

Delmar and Chiniqua Hill, 1215 Blanton Drive

Mr. Hill said they were appearing to appeal a decision by the Planning and Zoning Commission to deny a Specific Use Permit for a child home facility at 1211 Blanton Drive.

He asked the City Council to approve the child care facility, which will be adjacent to their residence at 1215 Blanton Drive. The facility will be licensed by the Texas Department of Family and Protective Services and will be appropriately staffed and maintained for approximately 15 children from zero to five years old. The facility will be open from 6:00 a.m. until 6:00 p.m., Monday through Friday.

COUNCIL MINUTES – MARCH 21, 2016

Mr. Hill said there is a great need in Sherman for a safe, loving, educational facility for Sherman children. He said there are already several similar child care homes in Sherman, such as Belden Street Montessori, Flowers Home Day Care on Blanton Drive, and Jack & Jen on Lamar Street.

Mr. Hill said they have met with their neighbors about the proposed day care, and the neighbors are in agreement with the request. He presented a packet of information to the City Council about the facility and the parking situation.

Dr. Al Hambrick, 1920 Timberline Lane

Dr. Hambrick formerly served as the Sherman Independent School District Superintendent, and appeared in support of the request. He said Mrs. Hill has worked for the School District at the Early Childhood Center, for a number of years.

Dr. Hambrick said he has witnessed traffic at the home and knew there was a concern about pick-up and drop-off traffic. He did not feel that traffic would be a problem for 10 or 15 children, since it is a wide street. Even with cars parking on one side of the street, there is still enough room for the passage of two other cars.

He said there are a number of day care centers in Sherman that are located in neighborhoods and he asked the Council to think of that while considering the current request.

LaWanda Brown, 1021 S. Austin Street

Ms. Brown appeared in support of the request saying she has known Mr. and Mrs. Hill for over 20 years, and has worked with Mrs. Hill at the SISD. She praised her work ethics and said the proposed day care would be great for the community and for the children.

Ms. Brown said she lives on the corner of Austin and Middleton Streets and there is a day care near her home. She said traffic control at that day care is horrible. She said parents must watch their own children when they are picking up or dropping them off.

She appeared in support of the proposed facility and asked the Council to grant their request.

Nathalia Spencer, 1317 S. Walnut

Ms. Spencer said she has worked with Mrs. Hill for a number of years and attends church with the family. She said she is an amazing teacher and will have an amazing day care.

She said the traffic congestion was the biggest issue at the Planning and Zoning Commission meeting. However, she said, at the day care center, not everyone would be dropping off or picking up their children at the same time. Not all 10 or 15 children will be there during the same times. She asked the Council to grant their request.

COUNCIL MINUTES – MARCH 21, 2016

Steve Stell, 164 Mourning Dove Lane, Denison

Reverend Stell is the Pastor of Greater New Hope Baptist Church in Sherman, where Mr. and Mrs. Hill are members. He said they are “great people” and there is a need for an affordable day care center.

Reverent Stell also attended the Planning and Zoning Commission meeting and felt that the request for a day care center in a residential area was not “out of order” and that’s what the City Council is here for. To make those decisions.

He added that he has never seen a traffic problem when he has been at the Hill’s home.

Sierra Wolf, 2391 Juanita Drive, Denison

Ms. Wolf said she is one of the children that Mr. and Mrs. Hill have “raised” and they are fantastic people. Ms. Wolf lives in Denison, but she works in Sherman and she wants someone closer to her work to care for her daughter.

She was sure Mrs. Hill and her associates would be able to watch the children and she wanted her to teach her daughter.

Delmar Hill, Jr., 1920 Pebblebrook Lane

Mr. Hill is Mrs. Hill’s stepson and he said she is a strong woman that raised him and his two sisters. He said she does an amazing job and there are parents at Fred Douglass School that request her classroom.

Mr. Hill invited Council Members to visit the house, adding that everything is “up to par”, and he urged them to support the request.

Kelly Bickerstaff, 1208 Dundale Circle

Mr. Bickerstaff said he didn’t say the request was “not appropriate” at the Planning and Zoning Commission meeting, adding that Mr. and Mrs. Hill are fine people and he had no doubt about her ability to care for children.

He said the issue is whether or not a day care center is the appropriate use for the property in question. A fence divides his home from where the day care will be located. He said there will be 15 children at the day care and he asked who would enforce the number of children allowed at the facility.

Mr. Bickerstaff said he was not questioning Mrs. Hill’s ability to care for the children, but they are creating a business, to make money, in a residential area. There is a reason why homes are located in R-1 Districts. It’s a single-family, residential area.

He referenced Belden Street Montessori, Jack & Jen Day Care, and Wakefield School, saying if you have been there in the morning or the afternoon, you know what that’s like.

COUNCIL MINUTES – MARCH 21, 2016

Mr. Bickerstaff said if a business is created on Blanton Drive, and 15 children are dropped off or picked up every morning, there will be a similar traffic problem. Parking is permitted on both sides of Blanton Drive and cars have to stop now. There is no parking at this residence and cars will be stopping on the street.

He said Mr. Hill told him they purchased the home to be a rent house. Then they decided to open the day care. Mr. Bickerstaff said generally when someone buys property, they determine what the use will be before they invest.

He said it is a nice neighborhood and having a day care located there would be the same as a convenience store in that location. Traffic will be increased and it will affect the properties around the home. To create a business in the middle of the neighborhood, would be a detriment to everyone in the area.

Jeff Wilson, 1212 Dundale Circle

Mr. Wilson lives directly behind Mr. and Mrs. Hill and the corner of their fence touches. He said normally someone purchasing property knows what the use will be prior to the purchase.

He said the question is a zoning question and the Planning and Zoning Commission was unanimous in their decision to deny the request. He asked the City Council to uphold that decision, saying if Mr. and Mrs. Hill wanted to open a day care they could purchase a C-1 property.

The City has zoning laws and Mr. Wilson said he couldn't buy Mr. Bickerstaff's home and open a business there just because he could get a "better deal on it." There is commercial property for a reason, and residential property for a reason.

Mr. Wilson said the day care center would be a business and his property values would decrease and the traffic will increase. He said Mr. and Mrs. Hill would not be damaged by the denial of the permit, because they can still rent or sell the property.

He said this house is located in the middle of a residential block and the Council would create a problem for citizens if they "open the door" for this request.

He urged the Council to keep the City's zoning laws in place, saying they were unanimously denied by the Planning and Zoning Commission.

Oscar Bevels, Jr., 1168 Independence Springs Road

Mr. Bevels said he retired from the Army in 1977 and wanted to return, to live in Sherman, where he was born and raised. He said he worked with Mr. Hill at Johnson & Johnson.

COUNCIL MINUTES – MARCH 21, 2016

He was concerned about the two gentlemen that suggested Mr. and Mrs. Hill purchase property somewhere else for their day care.

Mr. Bevels felt it would be unjust to deny Mr. and Mrs. Hill the permit to operate a day care at the proposed location. He said all businesses start out small.

Delmar and Chiniqua Hill, 1215 Blanton Drive

Mr. Hill reiterated that Mr. Bickerstaff and Mr. Wilson live on Dundale Drive. He said they appreciate the appeal process and asked the Council to review the photographs to see how wide Blanton Drive is and the parking available in the driveway. The day care will only be in operation from 6 a.m. until 6 p.m.

Mrs. Hill said Mr. Bickerstaff spoke about the big day care centers and she said they are here for a Specific Use Permit to care for 15 children at the most. She added that if some of the children are younger, they will count as two children, and the State licensing requirements will not allow her to care for 15. Currently she has 18 children in her care at the School District.

Mrs. Hill said a "specific use" is not big and commercial. It is a small facility with maybe 15 children, but it could also be six children. She said there is plenty of room and plenty of parking for six to 10 small children.

No other citizens appeared before the City Council to discuss Ordinance No. 5943.

Mayor Plyler introduced Ordinance No. 5944 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF THE BORDEAUX STREET RIGHT-OF-WAY LYING BETWEEN LOT FIVE (5), BLOCK ONE (1) AND LOT NINE (9), BLOCK TWO (2) OF THE TOWN NORTH ADDITION, SAID PROPERTY TO BE MAINTAINED AS A UTILITY EASEMENT.

**ORD 5944
ABANDON R-O-W
BORDEAUX STREET**

Clay Barnett, Director of Public Works and Engineering, said during the design of Loy Lake Road, the City was looking for opportunities to reduce the number of entrances on the roadway. This was one opportunity.

Bordeaux Street is a "cut through" to avoid a traffic light. The property owners were asked if they would like to have the roadway closed. More than 60% of these property owners signed the petition to close the roadway. One of the property owners dedicated enough right-of-way to install a cul-de-sac.

Mr. Barnett said the ordinance would close Bordeaux Street at Loy Lake Road, and turn Bordeaux into a cul-de-sac.

COUNCIL MINUTES – MARCH 21, 2016

No citizens appeared before the City Council to discuss Ordinance No. 5944.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5942

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 8TH DAY OF NOVEMBER, 2016, FOR THE PURPOSE OF A LOCAL OPTION ELECTION TO CONSIDER THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES INCLUDING MIXED BEVERAGES; PROVIDING THAT SAID ELECTION SHALL BE HELD JOINTLY WITH GRAYSON COUNTY, TEXAS; DESIGNATING ELECTION PRECINCTS; APPOINTING ELECTION OFFICIALS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE USE OF DIRECT RECORDING ELECTRONIC VOTING EQUIPMENT; PROVIDING FOR EARLY VOTING.

ORD 5942
LOCAL OPTION
ELECTION
(NOV. 8, 2016)

Ordinance 5943

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 DAYCARE/PRESCHOOL/ EDUCATIONAL DEVELOPMENT CENTER IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1211 BLANTON DRIVE, BEING LOT 5, BLOCK 8, WESTERN HILLS ADDITION (DELMAR HILL, OWNER; CHINIQUA HILL, REPRESENTATIVE; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 5943
APPEAL FROM P&Z
SUP FOR DAY
CARE CENTER
(1211 BLANTON DR.)

Council Member Couch asked that the Council discuss Ordinance 5943 in Executive Session.

Ordinance 5944

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF THE BORDEAUX STREET RIGHT-OF-WAY LYING BETWEEN LOT FIVE (5), BLOCK ONE (1) AND LOT NINE (9), BLOCK TWO (2) OF THE TOWN NORTH ADDITION, SAID PROPERTY TO BE MAINTAINED AS A UTILITY EASEMENT.

ORD 5944
ABANDON R-O-W
BORDEAUX STREET

ACTION TAKEN.

Motion by Deputy Mayor Sofey to adopt Ordinance Nos. 5942 and 5944, as presented. Second by Council Member Watt.

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

VOTING NAY: None.

MOTION CARRIED.

COUNCIL MINUTES – MARCH 21, 2016

CITIZENS REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

There were no media questions.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO
BOARDS AND COMMISSIONS

MAIN STREET ADVISORY COMMITTEE (6)

Council Members wanted to discuss appointments to the Main Street Advisory Committee in Executive Session.

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

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

SECTION 551.072 DELIBERATION REGARDING
REAL PROPERTY

SECTION 551.074 PERSONNEL MATTERS

SECTION 551.087 DELIBERATE REGARDING
ECONOMIC DEVELOPMENT
NEGOTIATIONS

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 6:33 p.m.

On Motion duly made and carried, the Executive Session recessed at 7:47 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

Council Member Watt left the meeting during Executive Session.

Ordinance 5943

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 DAYCARE/PRESCHOOL/ EDUCATIONAL DEVELOPMENT CENTER IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1211 BLANTON DRIVE, BEING LOT 5, BLOCK 8, WESTERN HILLS ADDITION (DELMAR HILL, OWNER; CHINIQUE HILL, REPRESENTATIVE; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE

CITIZENS REQUESTS

MEDIA QUESTIONS

MAIN STREET
ADVISORY
COMMITTEE

EXECUTIVE SESSION

OPEN MEETING

ORD 5943
APPEAL FROM P&Z
SUP FOR DAY
CARE CENTER
(1211 BLANTON DR.)

COUNCIL MINUTES – MARCH 21, 2016

**GRANTED SUBJECT TO CERTAIN CONDITIONS;
PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.**

ACTION TAKEN.

Motion by Council Member Johnson to adopt Ordinance No. 5943, in accordance with the Staff Review Letter and effective for one year, subject to reapplication in one year. Second by Council Member Couch.

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

VOTING NAY: None.

MOTION CARRIED.

**APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO
BOARDS AND COMMISSIONS**

MAIN STREET ADVISORY COMMITTEE (6)

ACTION TAKEN.

Motion by Council Member Couch to appoint Sherry Little, Ginger Nye, Daron Holland, Verna Gilbert-Morneau, Felicia Herron, and Robin Phillips to the Main Street Advisory Committee for a term from March 22, 2016 to a date to be determined. Second by Council Member Johnson.

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

VOTING NAY: None.

MOTION CARRIED.

COUNCIL COMMENTS

There were no Council Comments.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 7:50 p.m.

MAYOR

CITY CLERK

**MAIN STREET
ADVISORY
COMMITTEE**

COUNCIL COMMENTS

ADJOURNMENT

STAFF REVIEW LETTER

February 15, 2017

Delmar Hill
1215 Blanton Dr.
Sherman, Texas 75092

Chiniqua Hill
1215 Blanton Dr.
Sherman, Texas 75092

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow a Daycare/Preschool/Educational Development Center in an R-1 (One Family Residential) District for the property located at 1211 Blanton Drive, has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 21, 2017 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the R-1 (One Family Residential) District must be followed.
2. Signs advertising the business will not be allowed.
3. Shall maintain the residential look of the property.
4. Off-street parking is permitted on paved surfaces only (concrete or asphalt).
5. All parking shall be on private property and shall not encroach into Blanton Drive right-of-way; drop off and pick areas should be provided to eliminate stacking of vehicles in the street.
6. The maximum number of children shall be (15) fifteen between the ages of 0-5 years of age.
7. Hours of operation shall only be allowed from 6 a.m. to 6 p.m., Monday thru Friday.
8. The Specific Use Permit is contingent on the ownership and residency of the adjacent property (1215 Blanton Drive).
9. Violation of the conditions of the SUP will terminate the Specific Use Permit.
10. Review the zoning and development ordinance for additional requirements.
11. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

Respectfully,



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

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



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

Agenda Item No. 5.

Meeting Date: 02/21/2017

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

1211 BLANTON DRIVE

The request of Delmar Hill (Owner), Chiniqua Hill (Representative) and Underwood Drafting and Surveying (Surveyor) concerning the property at 1211 Blanton Drive, being Lot 5, Block 8, Western Hills Addition, 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 Daycare/Preschool/Educational Development Center in an R-1 (One Family Residential) District.

Background:

The property is located at 1211 Blanton Drive between Hunt and Belden Streets. The owner purchased the property in 2015 to open a licensed child care facility that would be used for the care and educational development of young children from birth to five years of age.

At the February 16, 2016, Planning and Zoning Commission Meeting, Mr. and Mrs. Delmar Hill requested a Specific Use Permit to allow a Daycare/Preschool/Educational Development Center in an R-1 (One Family Residential) District. After hearing the opposition in regard to the incompatibility of the proposed use from the neighborhood, the Planning and Zoning Commission voted 8/0 to deny the Specific Use Permit to allow a Daycare/Preschool/Educational Development Center in an R-1 (One Family Residential) District at 1211 Blanton Drive.

On February 23, 2016, Mr. Hill filed his appeal of the Planning and Zoning Commission's denial of the proposed Specific Use Permit as allowed by City Code. The City Council heard the appeal at the March 21, 2016 meeting and adopted Ordinance No. 5943 to allow a daycare/preschool/educational development center effective for one year, subject to reapplication in one year and the Staff Review Letter.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Delmar Hill (Owner)

Chiniqua Hill (Representative)

Underwood Drafting & Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

21

Objections Received:

1

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Ordinance 5943

Minutes from March 21, 2016 CC Meeting

Site Plan

Elevations

Letter from Morris Family Trust of 2000

Staff Review Letter

02.16.17

RECEIVED
FEB 21 2017

To Whom It May Concern,

I would like to start off by saying that I fully support the Hill's continuing to run a Daycare/Preschool outside of their property at 1211 Blanton Drive, so long as they continue to operate under their current parameters. I have attached a document from the Planning and Zoning Commission Minutes dated February 16, 2016. If this meeting on February 21, 2017 serves the purpose of simply renewing their permit with the same allowances stated and highlighted on the attached page, then I back the Hill's completely and support them continuing to serve the community. If I have misunderstood the purpose of this meeting and the possible changes, then please disregard what follows. Otherwise, I hope that my voice is heard and the concerns I have expressed are taken seriously.

However, I am writing to object to the proposed re-zoning of Lots 3 & 4, Block 5, Western Hills Addition, Section 2. We live in a residential area and I would like for it to remain that way. I purchased my home in April of 2016 and I chose not to buy a house near a school. Had there been a school or educational facility at 1211 Blanton Drive currently, it would have affected my decision to move here. I have lived close to a school before and that was one of the things that I was trying to avoid in buying my first home. I would be very disappointed if the size and shape of the lots were changed in any way and would like for it to still reflect a residence and not a business. I wish I was given more information on the specific plans for this location, but I can only assume based on the letter I received that it would involve a change to the lot to make it appear to be more of a business facility, rather than a home. There are commercial lots available that I feel would be a better fit for this type of facility if they wish to expand.

Some of my concerns are:

- With the location being in the middle of a residential area I worry that when/if we decided to sell that it would affect our property value. It is a very strange location, in my opinion, to want to build a facility that could not be resold as a residential property and I worry that it would deter potential buyers.
- In my experience, living close to a school creates traffic and congestion. I worry about where parents would park to drop off and pick up their children. I am not aware of the exact plans, but I assume a parking lot or pick up lane would be part of the restructuring. This would alleviate some

of the parking issues and street traffic, but then we would have an eye sore in the middle of our neighborhood. Also, I worry about overflow and parents wanting to park in front of adjacent homes. (This has not been a noticeable problem with the limit of 15 children, but with expansion this would be a concern)

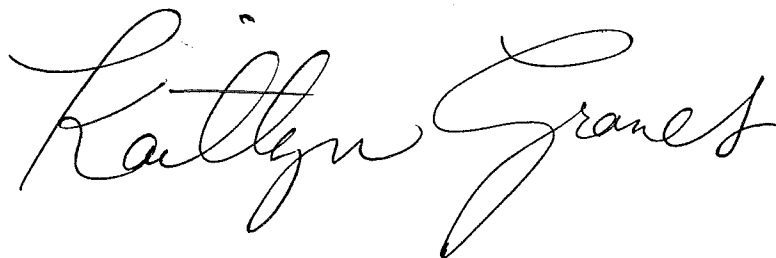
- Blanton Drive is a rather busy street and in the short amount of time I have lived there (10 months) there have already been multiple accidents. My other concern is that of the safety of the children. People tend to speed on Blanton Drive and with this particular property being at the top of a hill, I worry that a child may end up being harmed by individuals who are not paying attention or obeying traffic laws.
- Once again, I am unaware of the complete plans, but I also worry that there may eventually be a School Zone in this area, and I specifically purchased a home outside of a school zone.
- If the plan is to continue to grow and expand, I worry that the noise level could potentially pose a problem.
- Also, with it being in a residential area, whatever construction is needed would create excess noise and negatively affect people within the neighborhood.

I wish that I had received notice of this sooner so that I could have planned to be at the City Council Meeting in person, on February 21st. Unfortunately, it is being held during my normal work hours and I will not be able to attend.

Overall, I feel the approval of any changes to the lot size or shape is not in the best interest of the citizens within 200 feet of the property as well as the City of Sherman, and I strongly urge you to consider this prior to making your decision.

Best,

Kaitlyn Graves

A handwritten signature in black ink that reads "Kaitlyn Graves". The signature is written in a cursive, flowing style with a large, stylized "K" and "G".

Delmar & Chiniqua Hill, 1215 Blanton Dr., Sherman, TX

Mr. & Mrs. Hill appeared to represent the request and answer any questions. The property is located at 1211 Blanton Drive between Hunt and Belden Streets. Mr. Hill explained they recently purchased the property next door to them to open a licensed child care facility that would be used for the care and educational development of young children from birth to five years of age. Mrs. Hill explained "it will be a licensed facility; it will be appropriately staffed and maintained for approximately fifteen children. I only want a small facility for no more than fifteen kids. It will be open 6 a.m. to 6 p.m., Monday thru Friday."

Mr. Hill explained they have noticed in the Sherman Community there are other child development centers in the City such as: the Belden Street Montessori, Harmony on Tuck, Stepping Stones, Growing Smart and Jack and Jen, just to name a few.

Mrs. Hill explained they are not looking to operate the facility in that magnitude; it is going to be a small facility in an area that is still going to be home friendly.

Mr. Hill stated "the house is going to look like a home, it is not going to look like a business; there will not be any signs outside or anything like that. We are going to make sure it is going to be maintained like a home. We talked to our neighbors about our vision and they were in agreement with our vision." He had seen the Staff Review Letter and would abide by the Recommendations.

Appearing from the audience:

Callena Fitzpatrick, 516 W. Brock, Denison, TX

Mrs. Fitzpatrick explained she has worked with Chiniqua Hill in early childhood settings and has known her for over five years. "Her experience and love of children is what we need in this childcare industry. Quality childcare can be hard to find and I feel that Sherman is growing and as families come into Sherman they will be looking for early childcare centers that provide social and emotional development and for centers that prepare their children for school. This would be a great asset for Sherman."

Steve Stell, 164 Mourning Dove Lane, Denison, TX

Mr. Stell explained he is the pastor of Greater New Hope Missionary Baptist Church located at 722 E. Pecan Street. "I have known Delmar and Chiniqua Hill for many years. As a pastor, you see the many needs for our community and right now there is a need for good childcare for our children; it is a huge need and one of the most important needs for our community. I've seen Chiniqua teach at our church schools, work with our youth; I have seen both of them raise a beautiful family. I would be blessed to send my kids to a daycare like that. I would encourage you for the benefit of the community to support this."

Tammy Sanders, 2391 Juanita Drive, Denison, TX

Ms. Sanders explained her daughter Sierra went to Chiniqua when she was younger, stayed there until she was in school. "She was raised in a loving environment and as a working parent, I did not fear going to work and wonder if my child was being taken care of."

FEB 13 2017

Developmental Services

**PLANNING AND ZONING BOARD
BUILDING INSPECTION DEPARTMENT**

Telephone: (903) 892-7229

FAX: (903) 892-7274

February 3, 2017 Morris Family Trust of 2000
1428 W. McGee
Sherman, Texas 75092

The Planning and Zoning Commission of the City of Sherman will hold a public hearing on the day of Tuesday, February 21, 2017 at 5:00 P.M. in the City Council Chambers, at 220 W. Mulberry, to hear the request of:

Delmar Hill (Owner), Chiniqua Hill (Representative) and Underwood Drafting and Surveying, Inc. (Surveyor) concerning the property at 1211 Blanton Drive, being Lot 5, Block 8, Western Hills Addition

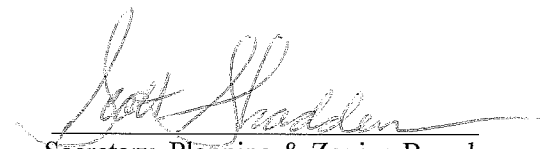
The request is as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Daycare/Preschool/Educational Development Center 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

*This is a nice Residential Area - well
Kept & Clean - We would like to keep
it that way. Please take this into
consideration. Thank You -
Morris Family Trust - 2000 Morris Family Trust of 2000*

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.

Planning and Zoning Board
Building Inspection Department
Scott Shablen

The request from Delmar and Chiniqua Hill for zone change at 1211 Blanton

We have lived across the street from Delmar and Chiniqua Hill almost 20 years and find they are very nice people! We think what they are doing is a good thing. They have completely remodelled the home to help a lot of children see what a nice environment they will be in and guided by a good woman that can help them with her experience and knowledge she has had for the past 22 years.

We agree with what they are doing for the community.

Charles Carey

Margaret Poe Carey

Bill Sneed & Magalene Kirvin
1205 Blanton Dr.
Sherman, TX 75092

To Whom It May Concern:

In reference to the property located at 1211 Blanton Dr. that is being considered for a Childcare center;

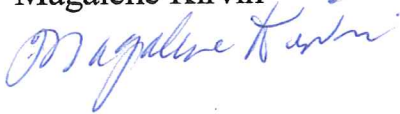
We feel that traffic and parking on this street would not be an issue during the day because Blanton Drive is a fairly wide street, and the property itself has enough parking space for four vehicles in their driveway. We don't feel that dropping off or picking up kids during the day would disrupt the normal activities that already exist within the neighborhood.

Thank you for reading this letter that we are submitting in support of our neighbors, Delmar and Chiniqua Hill.

Bill Sneed



Magalene Kirvin





City Council Regular Meeting

B.2.

Meeting Date: 03/20/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6015

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Tattoo Shop in a C-1 (Retail Business) District/Central Business District at 230 West Houston Street, being Lot 8, Block X, S.B. Allen Addition (Creta Lynn Carter, II and Jeffrey Ray Brown, Owners; Kacy Epperson, Applicant/Tenant/Prospective Buyer; and Tatchio & Associates, Architect); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of Creta Lynn Carter, II and Jeffrey Ray Brown (Owners), Kacy Epperson (Applicant/Tenant/Prospective Buyer) and Tatchio & Associates (Architect) concerning the property located at 230 West Houston Street, being Lot 8, Block X, S.B. Allen Addition, for a Specific Use Permit to allow a tattoo shop in a C-1 (Retail Business) District/Central Business District

Background:

The property is located at 230 West Houston Street, at the southeast corner of Houston Street and Elm Street. The property is zoned a C-1 (Retail Business) District and is also located in the Central Business District. The prospective buyer would like to open the Brass Rabbit Tattoo at this location. The building has siding of different materials; filling the openings that were once glass windows and doors; the front of the building is part masonry.

Origination:

Creta Lynn Carter, II and Jeffrey Ray Brown (Owners)
Kacy Epperson (Applicant/Tenant/Prospective Buyer)
Tatchio & Associates (Architect)

Financial Consideration:

None

Staff Recommendation:

At the February 21, 2017 regular meeting, the Planning and Zoning Board voted 5/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter and allowing sixty (60) days to refinish the existing cedar trim on the building and maintaining it.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6015

Location Map

Zoning Map

Zoning Sign Photo

Site Plan & Elevations

Staff Review Letter

P&Z Communication

ORDINANCE NO. 6015

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 TATTOO SHOP IN A C-1 (RETAIL BUSINESS) DISTRICT/CENTRAL BUSINESS DISTRICT AT 230 WEST HOUSTON STREET, BEING LOT 8, BLOCK X, S.B. ALLEN ADDITION (CRETA LYNN CARTER, II AND JEFFREY RAY BROWN, OWNERS; KACY EPPERSON, APPLICANT/TENANT/PROSPECTIVE BUYER; AND TATCHIO & ASSOCIATES, ARCHITECT); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Creta Lynn Carter, II and Jeffrey Ray Brown (Owners), Kacy Epperson (Applicant/Tenant/Prospective Buyer) and Tatchio & Associates (Architect) are granted a Specific Use Permit to allow a tattoo shop in a C-1 (Retail Business) District/ Central Business District at 230 West Houston Street, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 8, Block X, S.B. Allen Addition

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, the Central Business District and the sign ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Shall comply with all EPA, City, Federal and State regulations for this use.
4. The exterior façade is required to be masonry or equivalent on the sides of the buildings visible from front street right-of-way unless an exception is approved.
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. The City of Sherman does not maintain alleys.
8. Obstruction of the existing sidewalk is not allowed.

Planning & Zoning:

9. Sixty (60) days to refinish the existing cedar trim on the building and maintaining it

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

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

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

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

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

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

CITY OF SHERMAN, TEXAS

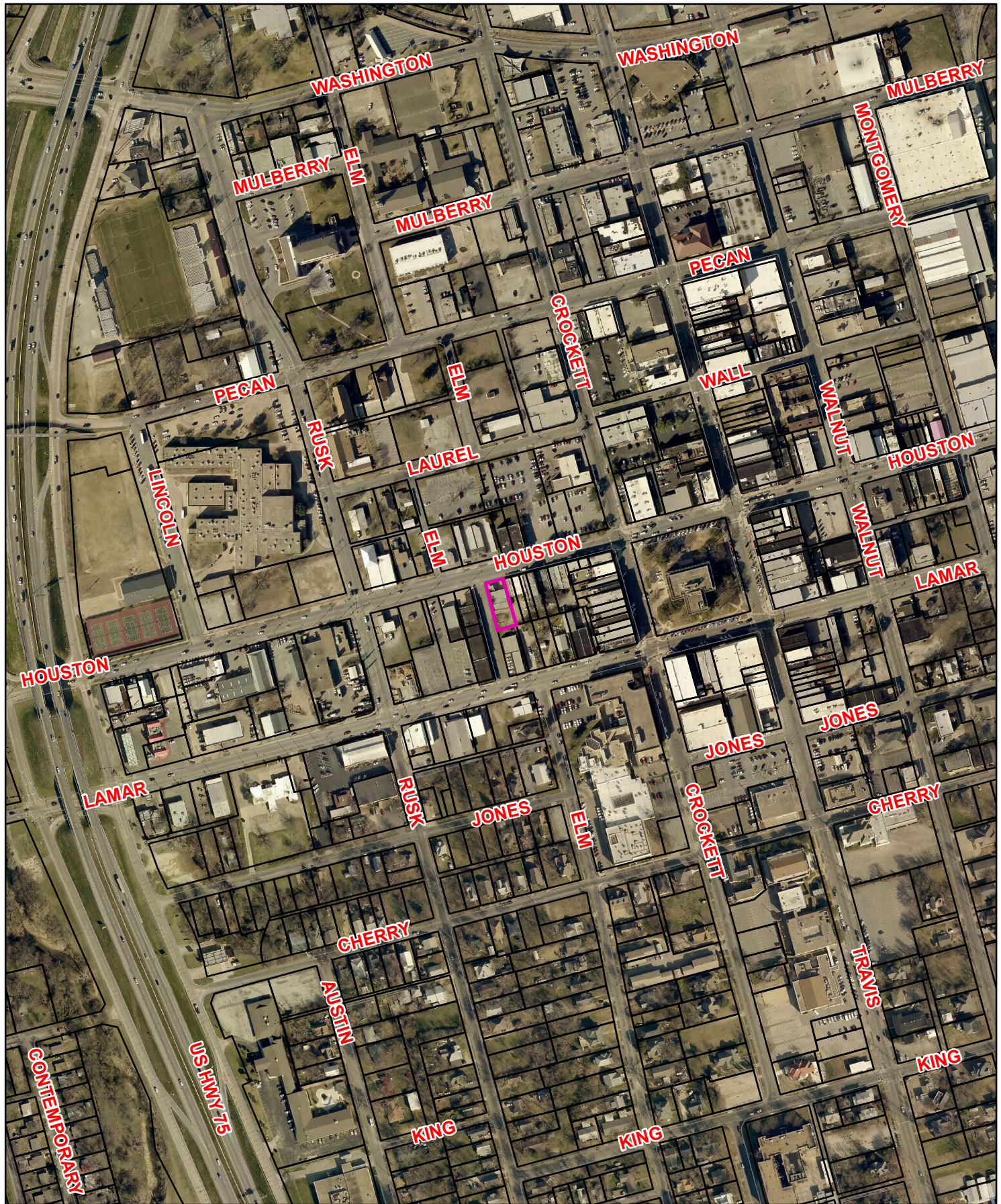
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



Sherman
CLASSIC TOWN. BROAD HORIZON.

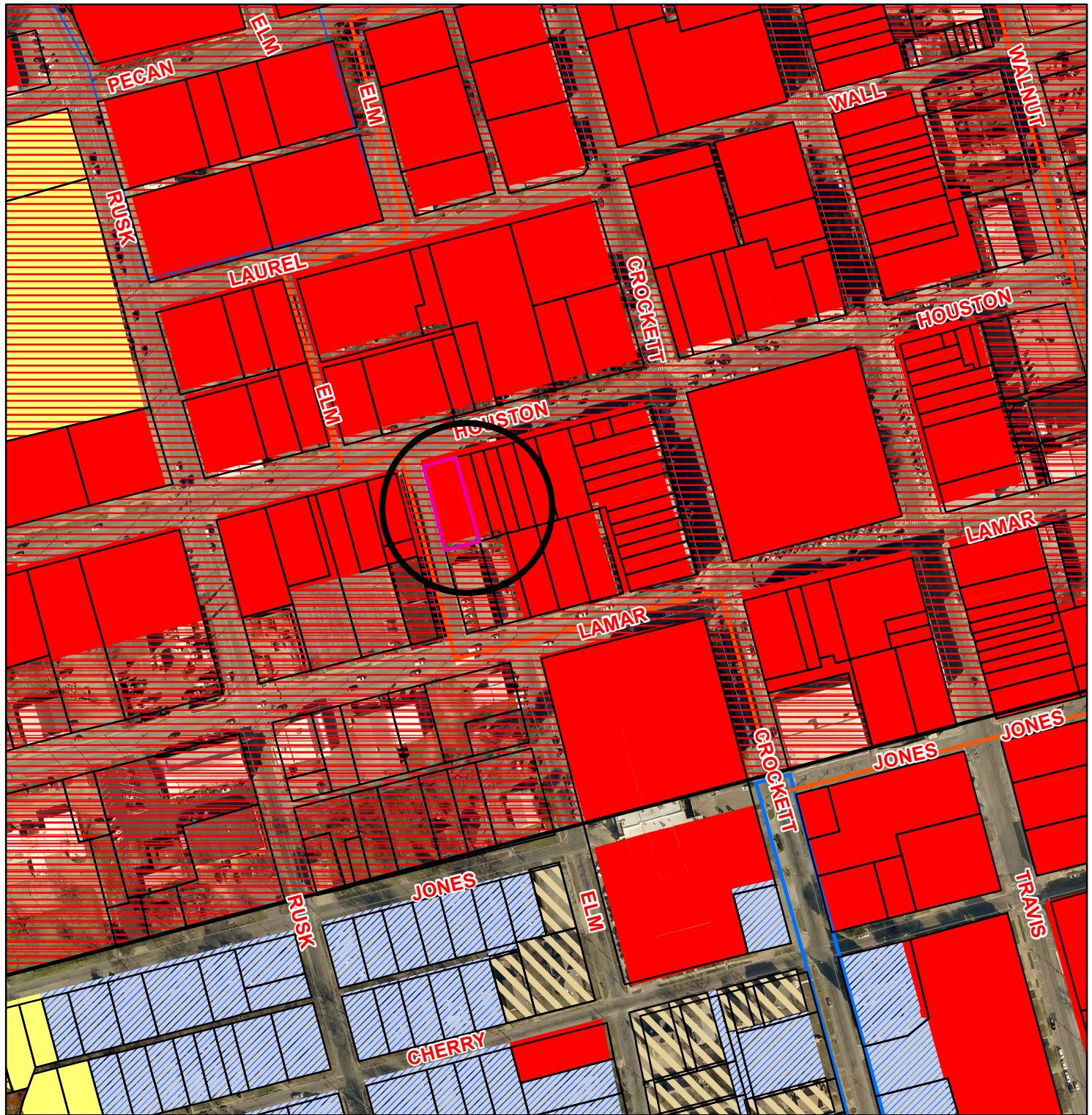
230 W. Houston



NOT TO SCALE

1 in = 400 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 230 W. Houston

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

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

Unknown

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 242 ft

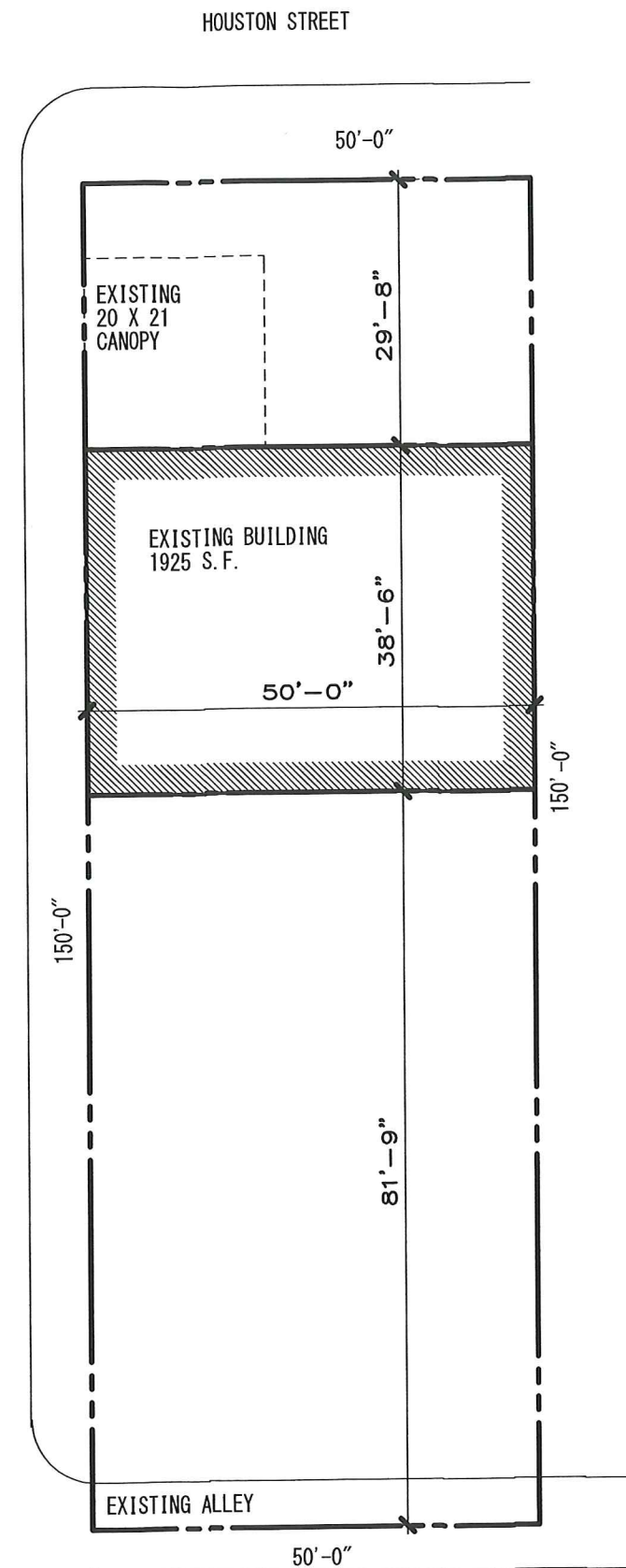
230 W. Houston



ZONING: CBD
PARKING: NONE REQUIRED PER ZONING

NOTES:
1. SIGNAGE SHALL COMPLY WITH
CITY OF SHERMAN ORDINANCE

ELM STREET



SITE PLAN
SCALE 1" = 20' - 0"



NORTH ELEVATION FROM HOUSTON ST.



REAR YARD



WEST ELEVATION FROM ELM ST.



SOUTH ELEVATION

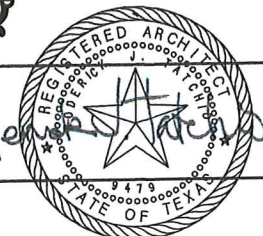


SOUTH ELEVATION

LEGAL DESCRIPTION
230 W HOUSTON SHERMAN, TX.
LOT 8, BLOCK X OF THE
ALLEN S. B. ADDITION TO
THE CITY OF SHERMAN, TX.



ZONING PLAN FOR
NEW BUSINESS
SHERMAN, TX



DATE: 1/25/17
1703
PROJECT NO.
C-1
SHEET NO.

TATCHIO

AND

ASSOCIATES

ARCHITECT

● (903) 786 - 9092

(903) 786 - 4349 FAX rodatchio@cableone.net

STAFF REVIEW LETTER

February 15, 2017

Kacy Epperson
1312 S. Travis
Sherman, TX 75090

Creta Lynn Carter II
801 S. Armstrong
Denison, TX 75020

Tatchio & Associates
3512 Frisco Rd.
Sherman, TX 75090

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow a tattoo shop in a C-1 (Retail Business) District/Central Business District for the property located at 230 West Houston Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 21, 2017 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, the Central Business District and the sign ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Shall comply with all EPA, City, Federal and State regulations for this use.
4. The exterior façade is required to be masonry or equivalent on the sides of the buildings visible from front street right-of-way unless an exception is approved.
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. The City of Sherman does not maintain alleys.
8. Obstruction of the existing sidewalk is not allowed.

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

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

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

Respectfully,



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

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

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



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

Agenda Item No. 21.

Meeting Date: 02/21/2017

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

230 W. HOUSTON STREET

The request of Creta Lynn Carter, II and Jeffrey Ray Brown (Owners), Kacy Epperson (Applicant/Tenant/Prospective Buyer) and Tatchio & Associates (Architect) concerning the property located at 230 West Houston Street, being Lot 8, Block X, S.B. Allen Addition, as follows:

Board of Adjustments

Exception under Ordinance No. 2280, Section 7, Subsection (1B) to allow the existing wood siding facade in lieu of the required masonry in a C-1 (Retail Business) District/Central Business District.

Planning and Zoning Board

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

Background:

The property is located at 230 West Houston Street, the southeast corner of Houston Street and Elm Street. The property is zoned a C-1 (Retail Business) District and is also located in the Central Business District. The prospective buyer would like to open the Brass Rabbit Tattoo at this location. The building has siding of different materials filling the openings that were once glass windows and doors and they would like to leave it that way; the front of the building is part masonry.

Adjacent Zoning:

C-1 (Retail Business) District

C-2 (General Commercial) District

Origination:

Creta Lynn Carter, II and Jeffrey Ray Brown (Owners)
Kacy Epperson (Applicant/Tenant/Prospective Buyer)
Tatchio & Associates (Architect)

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:

14

Objections Received:

0

Attachments

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



City Council Regular Meeting

B.3.

Meeting Date: 03/20/2017

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6016

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Five (5) Residential Apartments in the First Half of the First Floor of the Building Facing a Front Street in a C-2 (General Commercial) District/Central Business District at 111-121 East Pecan Street, being Lots 7, 8 and 9, Block A, T.J. Shannon's Supplemental Plat (Restore Emergency Services & Construction Repair LLC, Owners; Rick Owens, Representative; Tatchio & Associates, Architect; and Helvey-Wagner Surveying, Inc., Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of Restore Emergency Services & Construction Repair LLC (Owners), Rick Owens (Representative), Tatchio & Associates (Architect) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 111-121 East Pecan Street, being Lots 7, 8 and 9, Block A, T.J. Shannon's Supplemental Plat, for a Specific Use Permit to allow five (5) residential apartments in the first half of the first floor of the building facing a front street in a C-2 (General Commercial) District/Central Business District

Background:

The property is located at 111-121 East Pecan Street; at the northwest corner of Pecan and Walnut Streets. The property is zoned a C-2 (General Commercial) District and is also located in the Central Business District.

The owners would like to renovate the building to include five (5) residential apartments in the first half of the first floor of the building facing Pecan and Walnut Streets. There will be three, two bedroom apartments and two, one bedroom apartments. Parking will be provided on a lot across the street, which is owned by Mr. Owens.

Origination:

Restore Emergency Services & Construction Repair LLC (Owners)
Rick Owens (Representative)
Tatchio & Associates (Architect)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 21, 2017 regular meeting, the Planning and Zoning Board voted 5/0 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. 6016
Location Map
Zoning Map
Zoning Sign Photo
Survey
Survey (2)
Floor Plan
Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6016

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 FIVE (5) RESIDENTIAL APARTMENTS IN THE FIRST HALF OF THE FIRST FLOOR OF THE BUILDING FACING A FRONT STREET IN A C-2 (GENERAL COMMERCIAL) DISTRICT/CENTRAL BUSINESS DISTRICT AT 111-121 EAST PECAN STREET, BEING LOTS 7, 8 AND 9, BLOCK A, T.J. SHANNON'S SUPPLEMENTAL PLAT (RESTORE EMERGENCY SERVICES & CONSTRUCTION REPAIR LLC, OWNERS; RICK OWENS, REPRESENTATIVE; TATCHIO & ASSOCIATES, ARCHITECT; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Restore Emergency Services & Construction Repair LLC (Owners), Rick Owens (Representative), Tatchio & Associates (Architect) and Helvey-Wagner Surveying, Inc., (Surveyor) are granted a Specific Use Permit to allow five (5) residential apartments in the first half of the first floor of the building facing a front street in a C-2 (General Commercial) District/Central Business District at 111-121 East Pecan 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 7, 8 and 9, Block A, T.J. Shannon's Supplemental Plat

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

Zoning:

1. All aspects of the C-2 (General Commercial) District and the Central Business District must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Provide one (1) off-street parking space for each residential apartment beginning with the fifth apartment in each building; a parking space is considered to be 9'x20'.
4. Residential occupancies shall have two (2) fire-safe exits.
5. Any room used as a bedroom shall have a window or door to the outside for emergency egress.
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. Obstruction of the existing sidewalk is not allowed.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

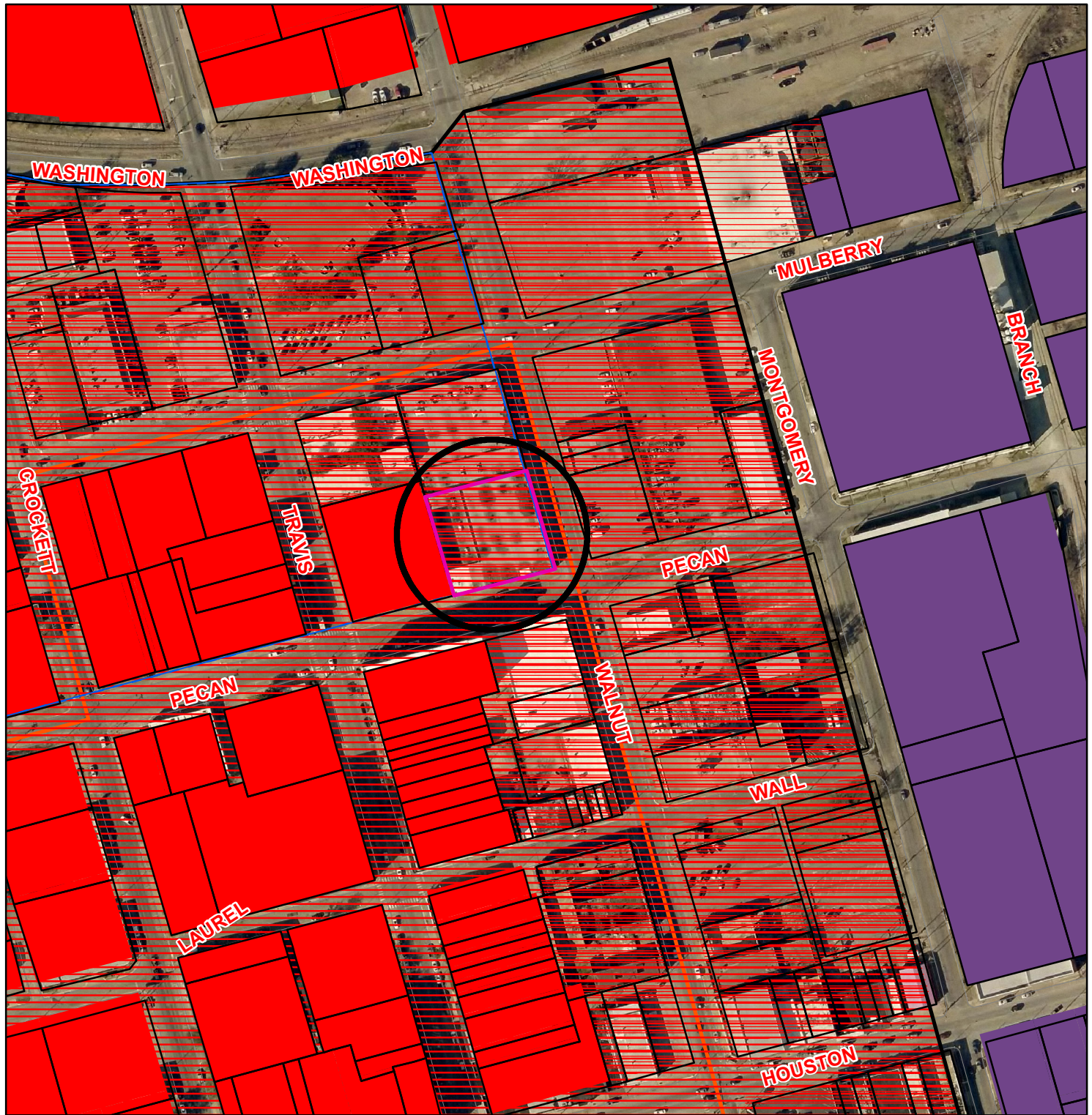
**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



NOT TO SCALE

City of Sherman, Texas
Developmental Services Department



Zoning - 111-121 E. Pecan

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

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

Unknown

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

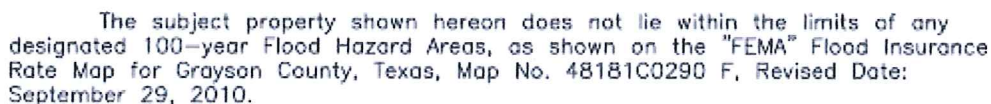


NOT TO SCALE

1 in = 202 ft

111-121 E. Pecan

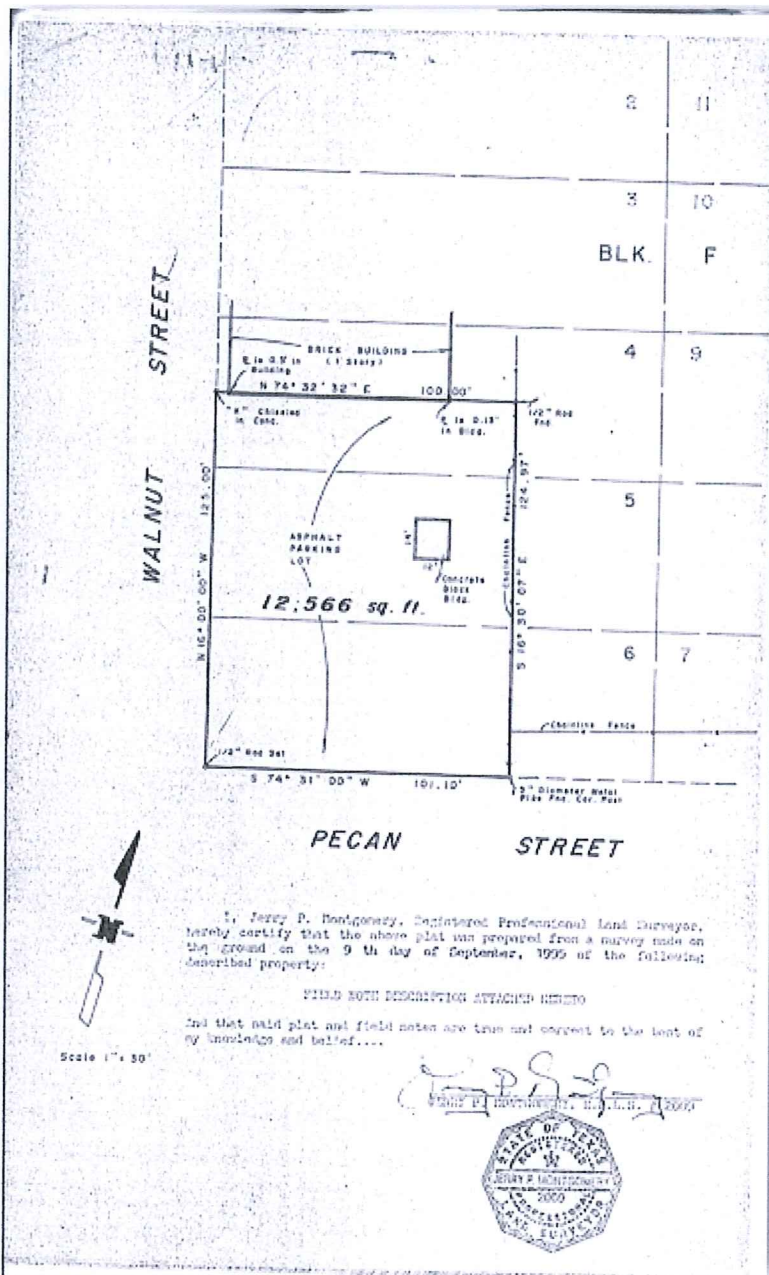






Survey.pdf

Message



JERRY P. MONTGOMERY
REGISTERED PROFESSIONAL LAND SURVEYOR
2727 LOT LAKE ROAD
DENISON, TEXAS 75020
(903) 463-6603 FAX (903) 463-3148

Situated in the County of Grayson, State of Texas, being a part of the Lots No. Four (4), Five (5) and Six (6) in Block "F" of T. J. Shannon's Supplement to the City of Sherman, Texas as shown on plat of record in Volume "H", Page 259, Deed Records, Grayson County, Texas, and being more particularly described as follows to-wit:

BEGINNING at a 1 inch steel rod set, said rod marking the intersection of the East line of Walnut Street with the North line of Pecan Street, said rod also marking the Southwest corner of Lot No. Six (6) in said Block "F";

THENCE North 16 deg. 00 min. 00 sec. East, with the East line of Walnut Street, the West line of said Block "F", a distance of 125.00 ft. to a chiseled "X" in concrete, said "X" being on the West line of Lot No. Four (4) in said Block "F", said "X" also marking the Southwest corner of that certain tract of land described in Deed effective March 17, 1986 from Vivian S. Burleson, et ux, to Glenn Parrish and Roy W. Parrish, recorded in Volume 2879, Page 147, Real Property Records of said County;

THENCE North 74 deg. 32 min. 32 sec. East, at a distance of 4.00 ft. passing 0.30 ft. North of the Southwest corner of a one story brick building, and continuing along a party wall, at a distance of 78.70 ft. passing 0.13 ft. North of the Southwest corner of said brick building, and continuing for a total distance of 100.00 ft. to a 1 inch steel rod found, said rod marking the Southeast corner of said Parrish tract;

THENCE South 16 deg. 30 min. 07 sec. East, along the general course of a chain link fence, a distance of 124.97 ft. to a 3 inch diameter metal pipe fence corner post at the South end of said chain link fence, said post being on the North line of Pecan Street, the South line of Lot No. Six (6) in said Block "F";

THENCE South 74 deg. 31 min. 00 sec. West, with the North line of Pecan Street, the South line of Lot No. Six (6) in said Block "F", a distance of 101.10 ft. to the point of beginning and containing 12,566 square feet of land.

I, Jerry P. Montgomery, Registered Professional Land Surveyor, hereby certify that the above field notes were prepared from a survey made on the ground on the 9th day of September, 1999 and are true and correct to the best of my knowledge and belief...

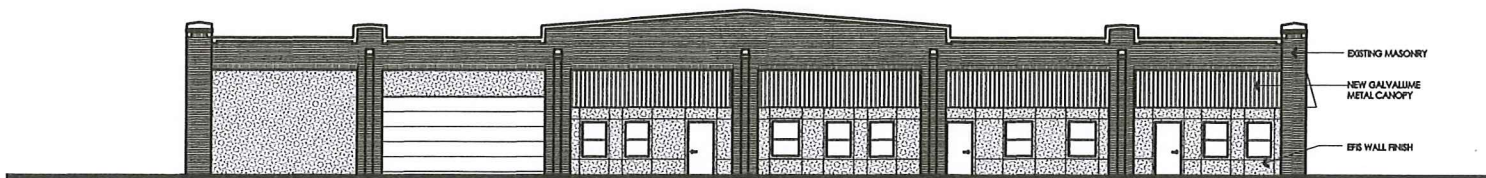
Jerry P. Montgomery, R.L.S., 2009

STATE OF TEXAS
JERRY P. MONTGOMERY
2009
REGISTERED PROFESSIONAL LAND SURVEYOR
COMMISSION EXPIRATION DATE 09/01/2010



EAST ELEVATION

SCALE: 1/8" = 1'-0"

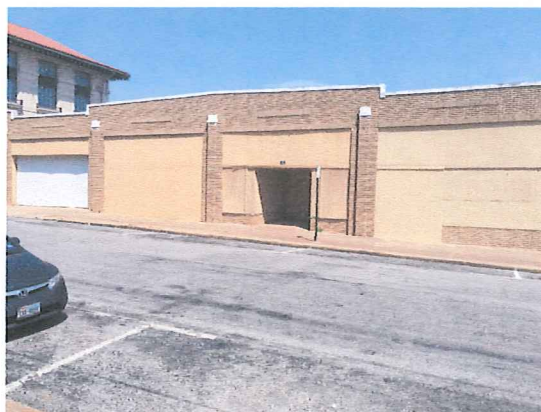


SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



EXISTING EAST ELEVATION



EXISTING SOUTH ELEVATION

12/31/2016 9:33 AM T:\1607 RICK OWENS BUILDING\1607 AS EXT. ELEVATIONS.dwg



STAFF REVIEW LETTER

February 15, 2017

Restore Services
6903 Farmington Rd.
Sherman, TX 75092

Tatchio & Associates Architect
P.O. Box 2062
Sherman, Texas 75091

Rick Owens
6903 Farmington Rd.
Sherman, TX 75092

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

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow five (5) residential apartments in the first half of the first floor of the building facing a front street in a C-2 (General Commercial) District/Central Business District for the property located at 111-121 East Pecan Street, has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 21, 2017 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-2 (General Commercial) District and the Central Business District must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Provide one (1) off-street parking space for each residential apartment beginning with the fifth apartment in each building; a parking space is considered to be 9'x20'.
4. Residential occupancies shall have two (2) fire-safe exits.
5. Any room used as a bedroom shall have a window or door to the outside for emergency egress.
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. Obstruction of the existing sidewalk is not allowed.

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

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

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

Respectfully,



Scott Shadden

Secretary, Planning and Zoning Board and Board of Adjustment

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

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



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

Agenda Item No. 18.

Meeting Date: 02/21/2017

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

111-121 E. PECAN STREET

The request of Restore Emergency Services & Construction Repair LLC (Owners), Rick Owens (Representative), Tatchio & Associates (Architect) and Helvey-Wagner Surveying, Inc., (Surveyor) concerning the property located at 111-121 East Pecan Street, being Lots 7, 8 and 9, Block A, T.J. Shannon's Supplemental Plat, as follows:

Planning and Zoning Board

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow five (5) residential apartments in the first half of the first floor of the building facing a front street in a C-2 (General Commercial) District/Central Business District.

Background:

The property is located at 111-121 East Pecan Street; the northwest corner of Pecan and Walnut Streets. The property is zoned a C-2 (General Commercial) District and is also located in the Central Business District.

The owner would like to renovate the building to include five residential apartments in the first half of the first floor of the building facing Pecan and Walnut Streets. Parking will be provided inside the building.

Adjacent Zoning:

C-1 (Retail Business) District

C-2 (General Commercial) District

Origination:

Restore Emergency Services & Construction Repair LLC (Owners)

Rick Owens (Representative)

Tatchio & Associates (Architect)

Helvey-Wagner Surveying, Inc., (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

12

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Survey

Survey

Floor Plan

Elevations

Staff Review Letter



City Council Regular Meeting

B.4.

Meeting Date: 03/20/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6017

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Self-Storage Facility (Cool Water Storage) in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn Overlay) District at 230 East Sycamore Street, being Lot 1, Ellison Addition (Cool Water Development, LLP, Owners; and David Baca Studio, LLC, Architect); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of Cool Water Development, LLP (Owners) and David Baca Studio, LLC (Architect) concerning the property located at 230 East Sycamore Street, being Lot 1, Ellison Addition, for a Specific Use Permit to allow a self-storage facility (Cool Water Storage) in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn Overlay) District

Background:

The property is located at 230 East Sycamore Street, between the U.S. Highway 75 access road and Branch Street; formerly the American Legion. The property is zoned a C-2 (General Commercial) District and also located in the O-1.2 (Sam Rayburn Freeway Overlay) District.

Cool Water Development recently purchased the property and would like to renovate the existing 8,800 square foot building and add additions for a self-storage facility. The total building area will be approximately 25,000 square feet. There will also be an outside storage area for RV and boat parking; eight (8) slips. The site plan is conceptual.

Origination:

Cool Water Development, LLP (Owners)
David Baca Studio, LLC (Architect)

Financial Consideration:

None

Staff Recommendation:

At the February 21, 2017 regular meeting, the Planning and Zoning Board voted 5/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter and providing an 8' wood or wrought iron fence with a living screen on the west side of the property.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6017

Location Map

Zoning Map

Zoning Sign Photo

Conceptual Site Plan

Elevations

Staff Review Letter

P&Z Communication

ORDINANCE NO. 6017

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 SELF-STORAGE FACILITY (COOL WATER STORAGE) IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1.2 (SAM RAYBURN OVERLAY) DISTRICT AT 230 EAST SYCAMORE STREET, BEING LOT 1, ELLISON ADDITION (COOL WATER DEVELOPMENT, LLP, OWNERS; AND DAVID BACA STUDIO, LLC, ARCHITECT); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Cool Water Development, LLP (Owners) and David Baca Studio, LLC (Architect) are granted a Specific Use Permit to allow a self-storage facility (Cool Water Storage) in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn Overlay) District at 230 East Sycamore Street, 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, Ellison Addition

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the O-1.2 (Sam Rayburn Overlay) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Parking is permitted on paved surfaces only (concrete or asphalt).
4. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires or parts is allowed.
5. The exterior façade is required to be masonry or masonry veneer, or concrete siding.
6. Shall provide one off-street parking space for each 1,000 square feet of general floor space, and one off-street parking space for each 400 square feet of office floor; a parking space is considered to be 9'x20'.
7. All parking shall be on private property and shall not encroach into Evergreen Street or Sycamore Street right-of-way.
8. Shall comply with all EPA, City, Federal and State regulations for this use.
9. This site plan is conceptual and will require additional site plan approval from the Planning and Zoning Commission before construction begins.
10. Review the zoning and development ordinance for additional requirements.
11. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

12. All requirements of the Floodplain Ordinance shall be followed.
13. Parking will be permitted on private property only.
14. The location of trash receptors must be approved by the Public Works Department.
15. Verify fire lane requirements with Fire Marshall.
16. Drive approaches shall conform to City of Sherman standards and a permit is required. Maximum driveway width is 35-feet.

Planning & Zoning Commission:

17. Provide an 8' wood or wrought iron fence with a living screen on the west side of the property.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

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

CITY OF SHERMAN, TEXAS

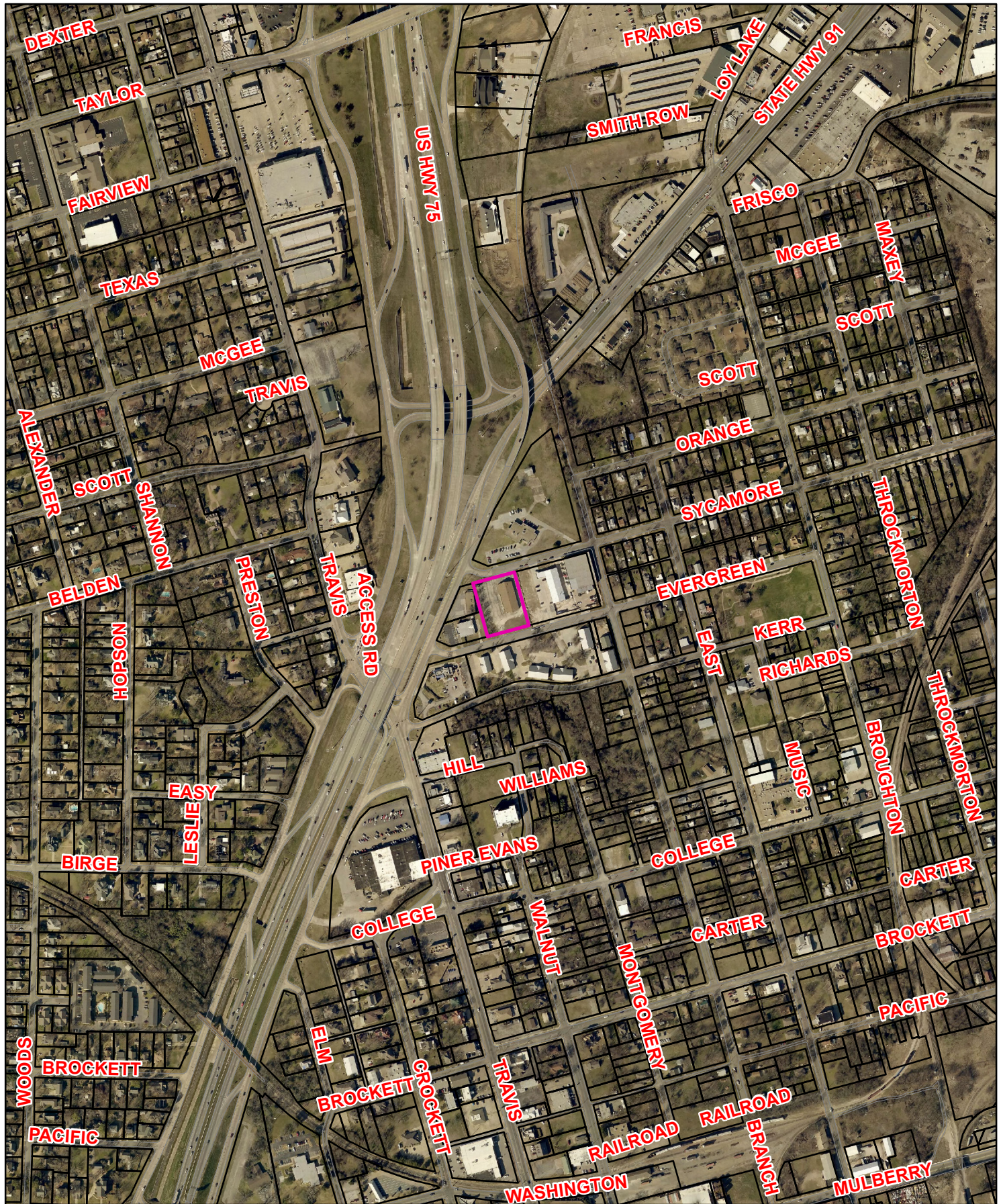
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

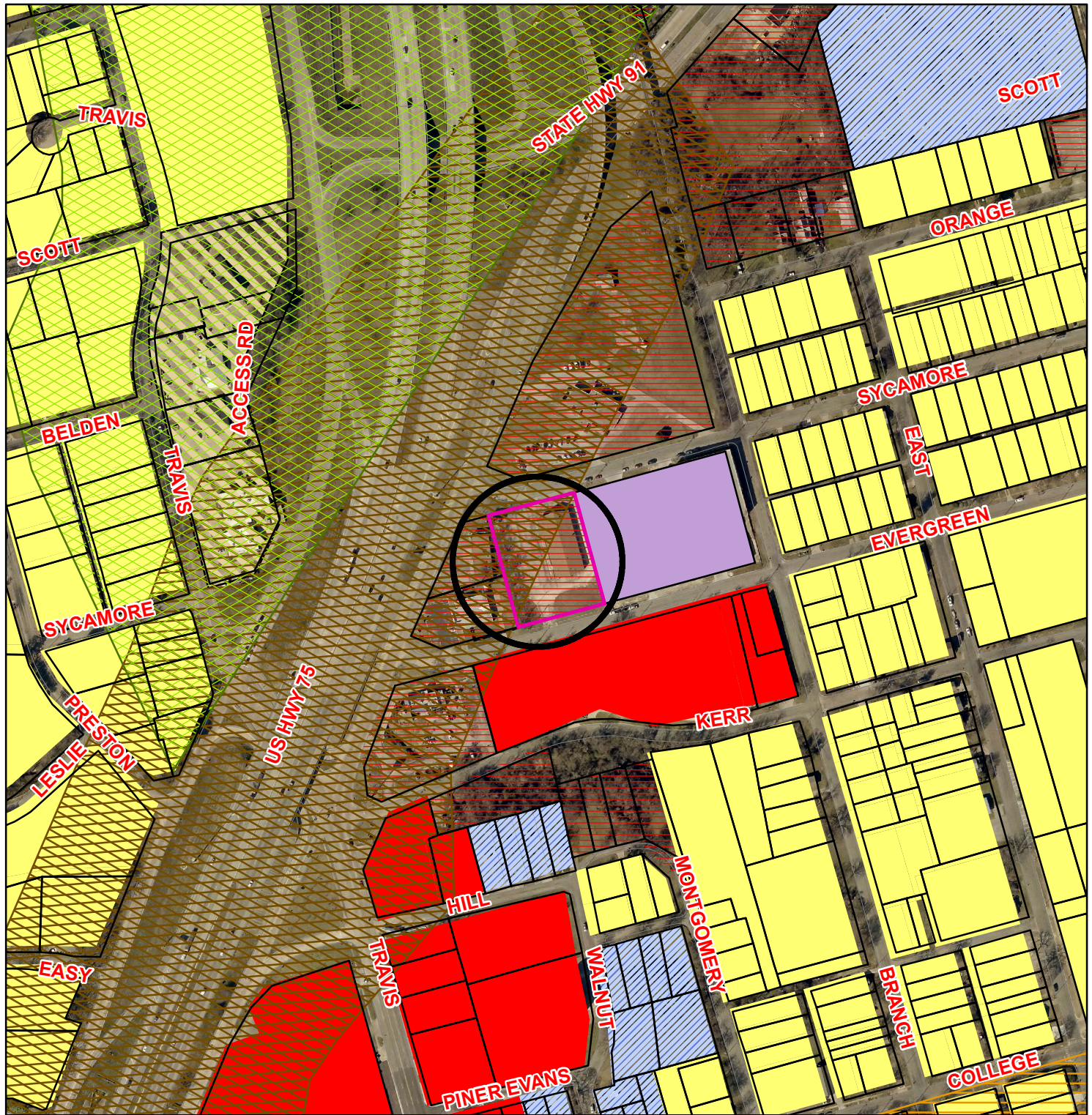
BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



230 E. Sycamore



1 in = 600 ft



Zoning - 230 E. Sycamore

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

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

Unknown

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

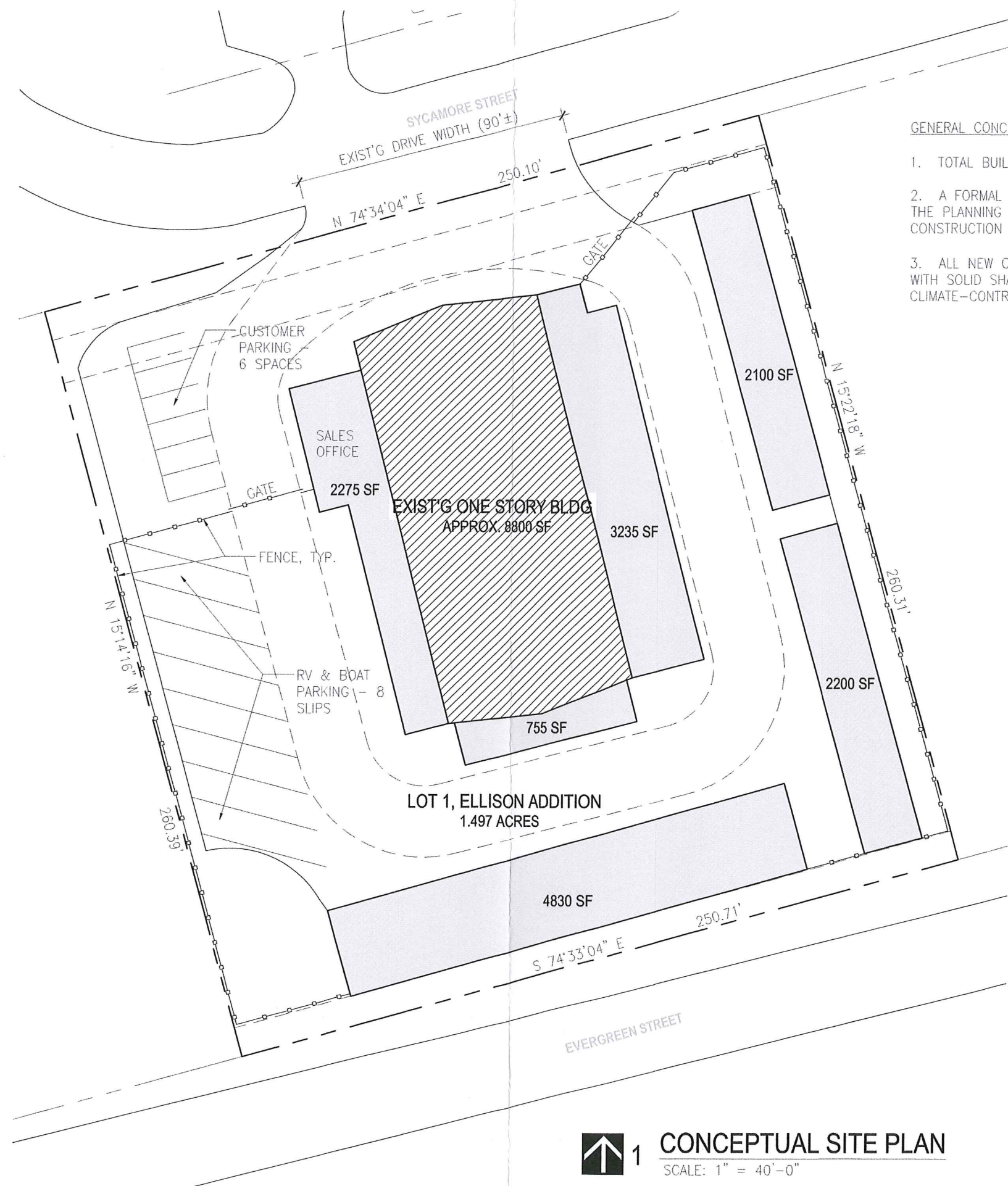


NOT TO SCALE

1 in = 313 ft

230 E. Sycamore





- GENERAL CONCEPT SITE PLAN NOTES:
1. TOTAL BUILDING AREAS (EXISTING + NEW) IS ~~XXXXX~~ ^{25,000} S.F.
 2. A FORMAL SITE PLAN SHALL BE PREPARED AND REVIEWED BY THE PLANNING & ZONING COMMISSION PRIOR TO SUBMITTING CONSTRUCTION DOCUMENTS FOR PERMITTING & CONSTRUCTION.
 3. ALL NEW CONSTRUCTION (NON-CLIMATE STORAGE) IS SHOWN WITH SOLID SHADE. EXISTING BUILDING SHALL HOUSE CLIMATE-CONTROLLED STORAGE.

 **1 CONCEPTUAL SITE PLAN**
SCALE: 1" = 40'-0"

conceptual site plan



STAFF REVIEW LETTER

February 15, 2017

Cool Water Development
PO Box 193
Sherman, TX 75091

David Baca Studio, LLC
100 N. Travis Street, No 500A
Sherman, TX 75090

Dear Applicants,

The request for a Specific Use Permit and conceptual site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a self-storage facility (Cool Water Storage) in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn Overlay) District for the property located at 230 East Sycamore Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 21, 2017 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the O-1.2 (Sam Rayburn Overlay) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Parking is permitted on paved surfaces only (concrete or asphalt).
4. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires or parts is allowed.
5. The exterior façade is required to be masonry or masonry veneer, or concrete siding.
6. Shall provide one off-street parking space for each 1,000 square feet of general floor space, and one off-street parking space for each 400 square feet of office floor; a parking space is considered to be 9'x20'.
7. All parking shall be on private property and shall not encroach into Evergreen Street or Sycamore Street right-of-way.
8. Shall comply with all EPA, City, Federal and State regulations for this use.
9. This site plan is conceptual and will require additional site plan approval from the Planning and Zoning Commission before construction begins.
10. Review the zoning and development ordinance for additional requirements.
11. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

12. All requirements of the Floodplain Ordinance shall be followed.
13. Parking will be permitted on private property only.
14. The location of trash receptors must be approved by the Public Works Department.
15. Verify fire lane requirements with Fire Marshall.
16. Drive approaches shall conform to City of Sherman standards and a permit is required. Maximum driveway width is 35-feet.

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

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

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

Respectfully,



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

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

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



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

Agenda Item No. 20.

Meeting Date: 02/21/2017

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

230 E. SYCAMORE STREET

The request of Cool Water Development, LLP (Owners) and David Baca Studio, LLC (Architect) concerning the property located at 230 East Sycamore Street, being Lot 1, Ellison Addition, as follows:

Planning and Zoning Board

Specific Use Permit and conceptual site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a self-storage facility (Cool Water Storage) in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn Overlay) District.

Background:

The property is located at 230 East Sycamore Street between the U.S. Highway 75 access road and Branch Street; formerly the American Legion. The property is zoned a C-2 (General Commercial) District and also located in the O-1.2 (Sam Rayburn Freeway Overlay) District.

Cool Water Development recently purchased the property and would like to renovate the existing 8,800 square foot building and add additions for a self-storage facility. The total building area will be approximately 25,000 square foot. There will also be an outside storage area for RV and boat parking; 8 slips. The site plan is conceptual.

Adjacent Zoning:

C-2 (General Commercial) District

M-1 (Light Manufacturing) District

Origination:

Cool Water Development, LLP (Owners)
David Baca Studio, LLC (Architect)

Master Plan Designation:

Public/Institutional – The Public and Institutional character type includes schools, churches, and other public services for the City. Buildings may be designed to act as landmarks and this urban design adds flair to a neighborhood.

Number of notices mailed:

5

Objections Received:

0

Attachments

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



City Council Regular Meeting

B.5.

Meeting Date: 03/20/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6018

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automobile Sales, Service and Repair in a C-2 (General Commercial) District at 2411 Texoma Parkway, being Lot 1, Block 1, Helen Perkins Addition and Part of Lot 6R, Block 1 of the Replat of Lots 1R and 3R, Block 1, Helen Perkins Addition (Jade Lamance, Owner; and Nathan Gray, NBS Drafting & Design, Draftsman); 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 Jade Lamance (Owner) and Nathan Gray, NBS Drafting & Design (Draftsman) concerning the property located at 2411 Texoma Parkway, being Lot 1, Block 1, Helen Perkins Addition and part of Lot 6R, Block 1 of the Replat of Lots 1R and 3R, Block 1, Helen Perkins Addition, for a Specific Use Permit to allow automobile sales, service and repair in a C-2 (General Commercial) District

Background:

The property is located at 2411 Texoma Parkway, between Baker Drive and U.S. Highway 82; Five and Dime Auto Sales is the tenant. The owner recently purchased additional property and is in the process of replatting the property to create a larger lot. He would like to expand his automobile sales, service and repair business by constructing a 3,200 square foot shop for service, detail and storage. He is also requesting an exception for the exterior facade to allow metal with stone and brick wainscott on the sides; the front will be stone/brick with cedar accents to match the existing building.

Origination:

Jade Lamance (Owner)

Nathan Gray, NBS Drafting & Design (Draftsman)

Financial Consideration:

None

Staff Recommendation:

At the February 21, 2017 regular meeting, the Planning and Zoning Board voted 5/0 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. 6018

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Existing Building

Elevations

Staff Review Letter

P&Z Communication

Letter from Bailey Family

ORDINANCE NO. 6018

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, SERVICE AND REPAIR IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 2411 TEXOMA PARKWAY, BEING LOT 1, BLOCK 1, HELEN PERKINS ADDITION AND PART OF LOT 6R, BLOCK 1 OF THE REPLAT OF LOTS 1R AND 3R, BLOCK 1, HELEN PERKINS ADDITION (JADE LAMANCE, OWNER; AND NATHAN GRAY, NBS DRAFTING & DESIGN, DRAFTSMAN); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Jade Lamance (Owner) and Nathan Gray, NBS Drafting & Design (Draftsman) are granted a Specific Use Permit to allow automobile sales, service and repair in a C-2 (General Commercial) District at 2411 Texoma Parkway, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 1, Block 1, Helen Perkins Addition and part of Lot 6R, Block 1 of the Replat of Lots 1R and 3R, Block 1, Helen Perkins Addition

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Parking is permitted on paved surfaces only (concrete or asphalt).
4. A parking space is considered to be 9'x20'.
5. All parking shall be on private property and shall not encroach into Texoma Parkway right-of-way.
6. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires or parts is allowed.
7. The exterior façade is required to be brick, stone, EFIS (Exterior Finish Insulation System) or concrete lap siding unless an exception is granted.
8. Any structures built over any of the easements on the property will require approval for an encroachment easement from the City Council.
9. Shall comply with all EPA, City, Federal and State regulations for this use.
10. Review the zoning and development ordinance for additional requirements.
11. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

12. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering 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 _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

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

CITY OF SHERMAN, TEXAS

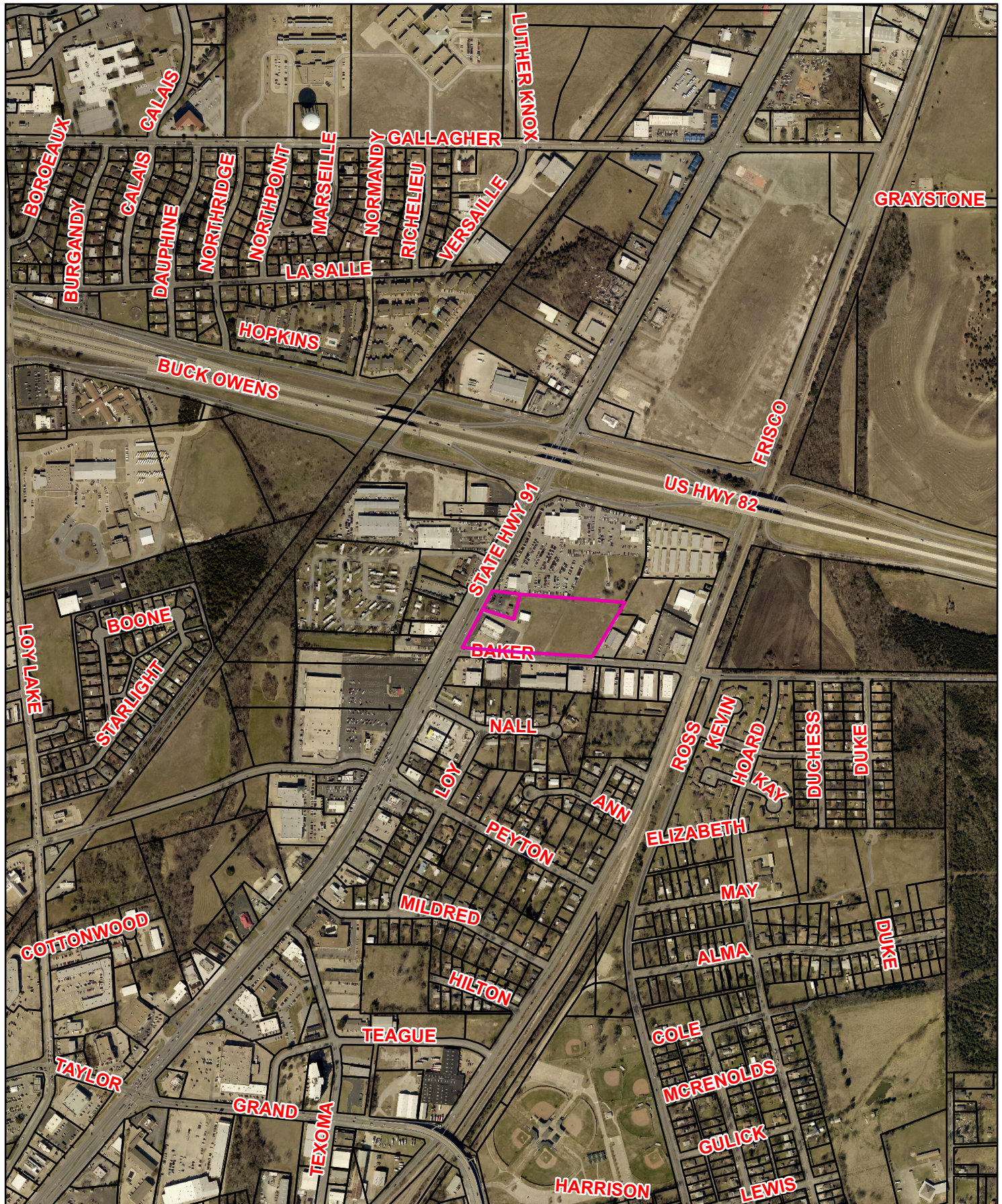
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

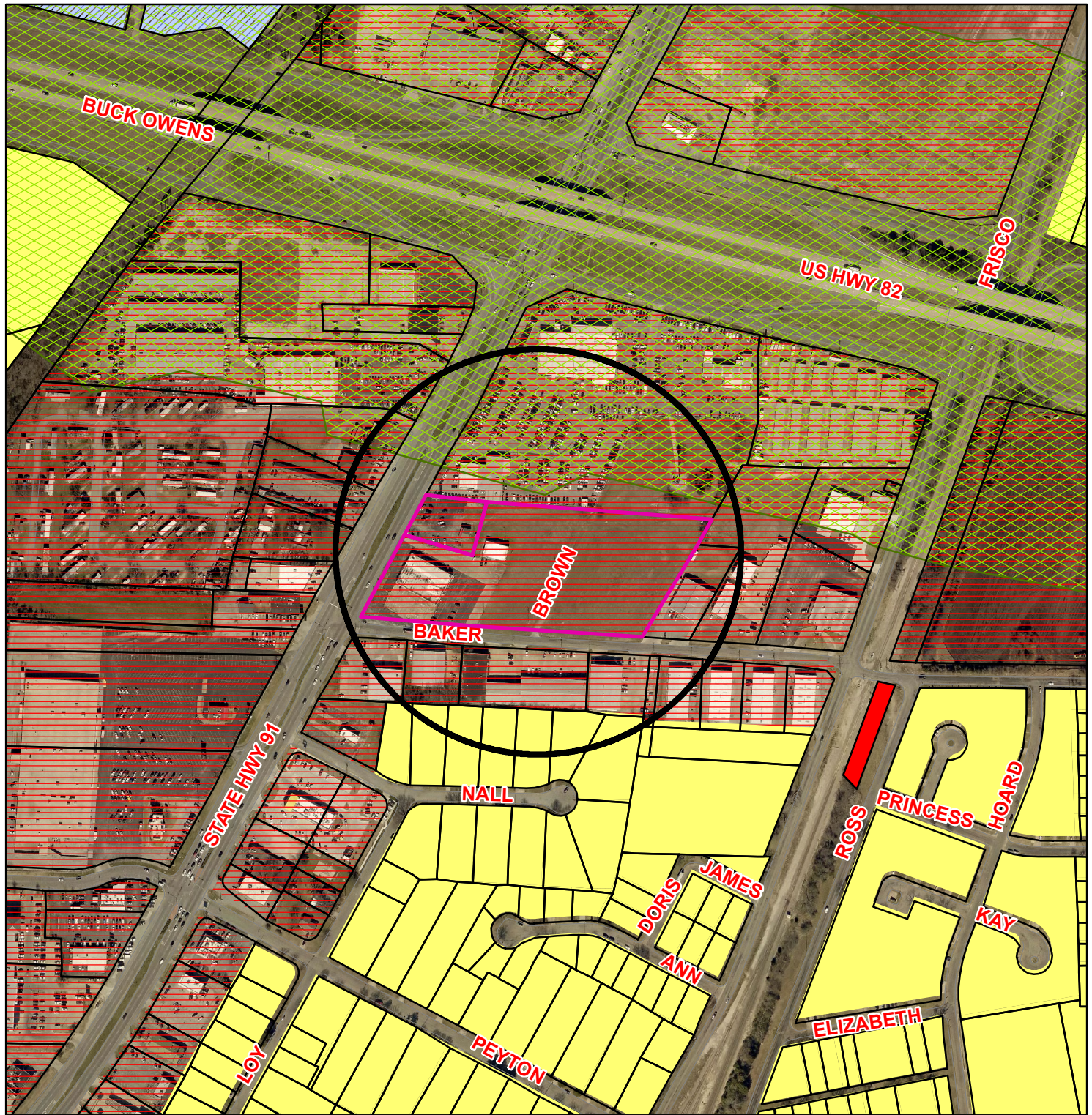


2411 Texoma Parkway



1 in = 800 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 2411 Texoma Parkway

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

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

Unknown

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



City of Sherman, Texas
Developmental Services Department

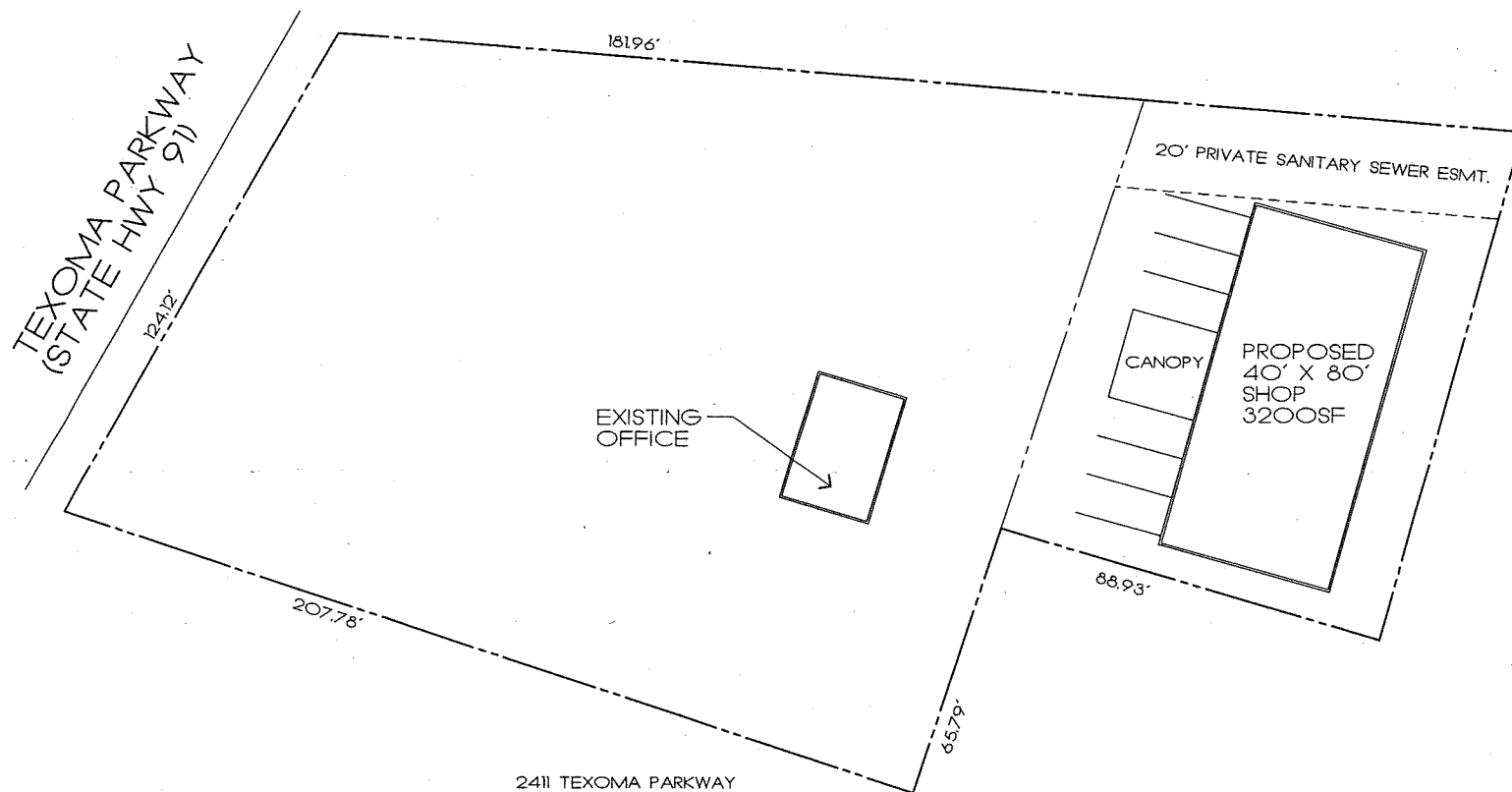


NOT TO SCALE

1 in = 403 ft

2411 Texoma Parkway





SITE PLAN 
SCALE: 1" = 40'-0"

2411 TEXOMA PARKWAY
SHERMAN, TEXAS
GRAYSON COUNTY

FIVE & DIME

CERTIFIED SALES

BUY • SELL • TRADE

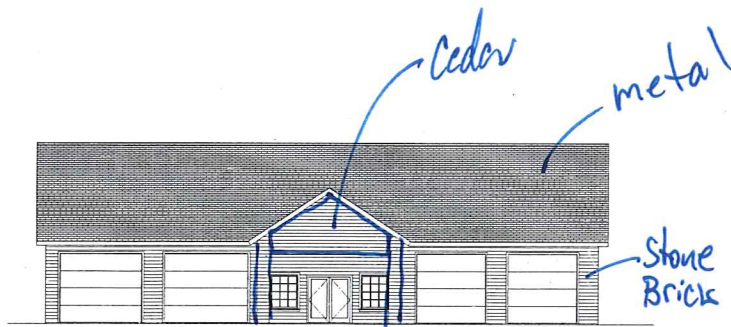
903 - 771 - 1552 www.510sales.com

BANK FINANCING AVAILABLE

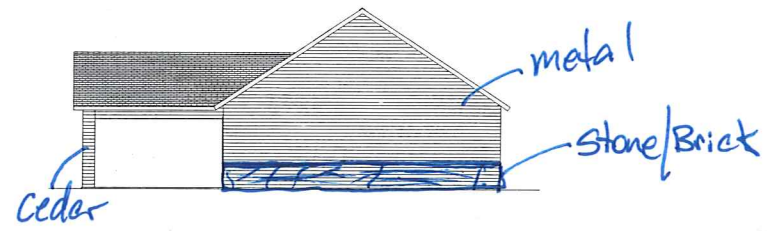
2411

FIVE & DIME
BUY • SELL • TRADE
903 - 771 - 1552
www.510sales.com

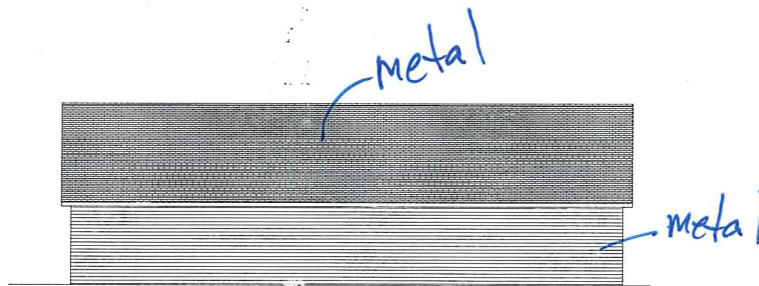
2415



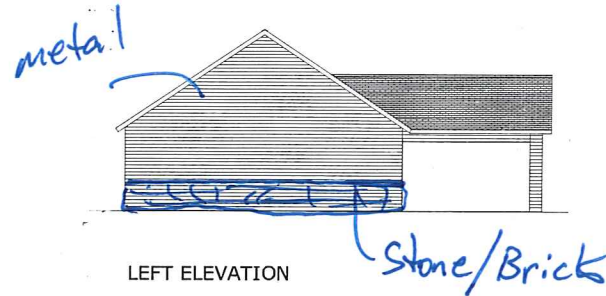
FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION

NO.		DESCRIPTION		BY	DATE
SHEET TITLE:					
PROJECT DESCRIPTION: A New Shop for JADE LAMANCE 2411 TEXOMA PARKWAY SHERMAN, TEXAS					
DRAWINGS PROVIDED BY: NBS DRAFTING & DESIGN 303 W. HOUSTON SHERMAN, TEXAS					
DATE: 1/26/2017					
SCALE:					
SHEET:					
A-1					

STAFF REVIEW LETTER

February 15, 2017

Jade Lamance
PO Box 1934
Sherman, TX 75091

NBS Drafting & Design
303 W. Houston
Sherman, TX 75090

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

Alcoholic Services of Texoma Inc.
1515 Baker Dr.
Sherman, TX 75090

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow automobile sales, service and repair in a C-2 (General Commercial) District for the property located at 2411 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 21, 2017 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Parking is permitted on paved surfaces only (concrete or asphalt).
4. A parking space is considered to be 9'x20'.
5. All parking shall be on private property and shall not encroach into Texoma Parkway right-of-way.
6. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires or parts is allowed.
7. The exterior façade is required to be brick, stone, EFIS (Exterior Finish Insulation System) or concrete lap siding unless an exception is granted.
8. Any structures built over any of the easements on the property will require approval for an encroachment easement from the City Council.
9. Shall comply with all EPA, City, Federal and State regulations for this use.
10. Review the zoning and development ordinance for additional requirements.
11. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

12. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from 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
Don Keene, Asst. City Manager

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



Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 24.

Meeting Date: 02/21/2017

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

2411 TEXOMA PARKWAY

The request of Jade Lamance (Owner) and Nathan Gray, NBS Drafting & Design (Draftsman) concerning the property located at 2411 Texoma Parkway, being Lot 1, Block 1, Helen Perkins Addition, as follows:

Board of Adjustments

Exception under Ordinance No. 2280, Section 7, Subsection (1B) to allow a metal siding facade on the sides and cedar wood as an accent feature on the front in lieu of the required masonry in a C-2 (General Commercial) District.

Planning and Zoning Board

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow automobile sales, service and repair in a C-2 (General Commercial) District.

Background:

The property is located at 2411 Texoma Parkway, between Baker Drive and U.S. Highway 82; Five and Dime Auto Sales is the tenant. The owner recently purchased additional property and is in the process of replatting the property to create a larger lot. He would like to expand his automobile sales, service and repair business by constructing a 3,200 square foot shop for service, detail and storage. He is also requesting an exception for the exterior facade to allow metal with stone and brick wainscott on the sides; the front will be stone/brick with cedar accents to match the existing building.

Adjacent Zoning:

C-2 (General Commercial) District

Origination:

Jade Lamance (Owner)

Nathan Gray, NBS Drafting & Design (Draftsman)

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:

15

Objections Received:

1

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Elevations

Existing Building

Staff Review Letter

Letter from Bailey Family Partners



RECEIVED

FEB 6 2017

Developmental Services

PLANNING AND ZONING BOARD
BUILDING INSPECTION DEPARTMENT

Telephone: (903) 892-7229

FAX: (903) 892-7274

February 3, 2017 Bailey Family Partners I LTD
2500 Nail Rd.
Krum, TX 76249

FAX # 903-892-2394

The Planning and Zoning Commission of the City of Sherman will hold a public hearing on the day of Tuesday, February 21, 2017 at 5:00 P.M. in the City Council Chambers, at 220 W. Mulberry, to hear the request of:

Jade Lamance (Owner) and Nathan Gray, NBS Drafting & Design (Draftsman) concerning the property located at 2411 Texoma Parkway, being Lot 1, Block 1, Helen Perkins Addition and part of Lot 6R, Block 1 of the Replat of Lots 1R and 3R, Block 1, Helen Perkins Addition

The request is as follows:

Board of Adjustments

Exception under Ordinance No. 2280, Section 7, Subsection (1B) to allow a metal siding facade on the sides and cedar wood as an accent feature on the front in lieu of the required masonry in a C-2 (General Commercial) District.

Planning and Zoning Board

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow automobile sales, service and repair in a C-2 (General Commercial) District.

* Cedar Burns real good, Easy destroyed, causes problems for those near and far from cedar wood.

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

Feb 6, 2017

Larry L. Bailey
General Partner.

Scott Shadden
Secretary, Planning & Zoning Board

Metal siding if attached good is usually good and normally better than brick

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. PO Box 1106 | Sherman, TX 75091-1106 | 803-892-7229 (Phone) | 903-892-7274 (Fax) | www.ci.sherman.tx.us



City Council Regular Meeting

B.6.

Meeting Date: 03/20/2017

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6019

Amending Chapter 6 of the Code of Ordinances, entitled "Health and Sanitation", at Article 6.02, entitled "Food Establishments", Section 6.02.001, entitled "Adoption of State Food Establishment Rules; Definitions", and at Section 6.02.010, entitled "Additional Requirements for Mobile Food Units (MFU)"

Issue:

To consider approval of an amendment to the City's "Food Establishments" Code Provisions, codified at Chapter 6, Article 6.02, of the Sherman Code of Ordinances, to modify specific regulations regarding Mobile Food Units (MFU)

Background:

In early 2016, the Sherman City Council revamped its Code of Ordinances in order to provide a framework for mobile food vendors to operate safely and effectively within city limits. During the intervening year, several food trucks have registered with the city, and one SUP for a Food Truck Lot has been granted.

On February 8, 2017, members of the Texas Main Street office traveled from Austin to Sherman to host a visioning session for the city's Central Business District. An action item emerged from that meeting revolving around complaints from local food vendors that their lack of access to downtown was limiting their ability to maximize food options for local consumers. This amendment attempts to address those concerns in two ways.

First, this amendment would allow food trucks to park on city-owned parking lots from 5 p.m. Friday through the entirety of Saturday each weekend. The Main Street Advisory Board believes this change would provide opportunities to promote mobile food vendors downtown without cannibalizing parking during the work week.

The second change would tweak the definition of "Catering" to include recurring appearances on the same piece of private property, so long as the MFU had permission from the property owner, was duly licensed by the city, and was operating as the lone MFU on site. An SUP would still be required for any private property owner seeking to maintain a Food Truck Lot for multiple vendors.

Origination:

Sherman Main Street Advisory Board,
Councilman Kevin Couch,
Robby Hefton, City Manager,
Nate Strauch, Community & Support Services Manager

Financial Consideration:

There are no fees associated with this provision.

Staff Recommendation:

It is recommended that the City Council approve the proposed amendment to the Sherman Code of Ordinances at Article 6.02.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 6019

Revised Article 6.02 - Food Establishments

ORDINANCE NO. 6019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES, ENTITLED "HEALTH AND SANITATION", AT ARTICLE 6.02, ENTITLED "FOOD ESTABLISHMENTS", SECTION 6.02.001, ENTITLED "ADOPTION OF STATE FOOD ESTABLISHMENT RULES; DEFINITIONS", AND AT SECTION 6.02.010, ENTITLED "ADDITIONAL REQUIREMENTS FOR MOBILE FOOD UNITS (MFU)"; 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 6, Article 6.02, Section 6.02.001 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. 6.02.001 Adoption of state food establishment rules; definitions

(a) The city adopts by reference the provisions of the current rules or rules as amended by the state board of health found in 25 Texas Administrative Code, chapter 228, regarding the regulation of food establishments in this jurisdiction.

(b) Definitions.

Authorized agent or employee. The employees of the regulatory authority.

Catering services. The provision of food service by a *lone* food establishment, including a mobile food unit (MFU), on private property for a singular *or recurring* event.

Food establishment. A food service establishment, a retail food store, a mobile food unit, and/or a roadside food vendor.

Mobile food unit (MFU). A vehicle mounted, self or otherwise propelled, self-contained food service operation, designed to be readily movable (including, but not limited to catering trucks, trailers, pushcarts, and roadside vendors) and used to store, prepare, display, serve or sell food. Mobile units must completely retain their mobility at all times. A mobile food unit does not include a stand or a booth. A roadside food vendor is classified as a MFU.

Municipality. The city.

Regulatory authority. The county health department.

State rules. The state rules found at 25 Texas Administrative Code, chapter 228. These rules are also known as the Texas Food Establishment Rules.

SECTION 2. That Chapter 6, Article 6.02, Section 6.02.010 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. 6.02.010 Additional Requirements for Mobile Food Units (MFU)

- (a) Permitting by city. Any person wishing to operate a MFU within the city limits must first apply for a permit with the city clerk's office and pay a fee of \$200.00. In order for a permit to be issued, the applicant shall provide evidence of proper permitting from the state and the regulatory authority. Additionally, any person intending to operate or be employed by a MFU shall submit to a criminal background check by the city police department. No permit shall be issued to registered sex offenders, persons on probation or parole for a crime against persons, or persons convicted of a felony in the five years preceding their application.
- (b) Central business district restrictions. No person may operate a MFU on a street ~~or parking lot~~ in the central business district, unless said street ~~or parking lot~~ has been closed for a special event approved by the city council.
- (c) Sales on sidewalks prohibited. No person may operate a MFU on a sidewalk.
- (d) Street sales outside the central business district. No person may operate a MFU in such a manner that impedes or disrupts traffic flow on city streets or draws pedestrians into the street right-of-way.
- (e) Parking lots. No person may operate a MFU in a manner that reduces the number of available parking spaces in a given lot to below the number required by the city's zoning ordinances.
- (f) Sales in parks and city lots prohibited during certain times. ~~No~~ *Between the hours of 12:00 a.m. Sunday and 5:00 p.m. Friday, no person may operate a MFU in a public park or publicly owned lot unless said park or lot has been designated as the site for a special event approved by the city council. Any MFU operating in a public park or publicly owned lot must vacate said park or lot by 12:00 a.m. each night and not return prior to 6:00 a.m. the next morning.*
- (g) Food truck lots. This section notwithstanding, a person may operate a MFU *in conjunction with other MFUs* on private property whose owner or lessee has applied for and been granted a specific use permit (SUP) to operate a food truck lot by the city.
- (h) Applicability. Nothing in this section shall prohibit a MFU from providing catering services on private property.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

ARTICLE 6.02 FOOD ESTABLISHMENTS

Sec. 6.02.001 Adoption of state food establishment rules; definitions

(a) The city adopts by reference the provisions of the current rules or rules as amended by the state board of health found in 25 Texas Administrative Code, chapter 228, regarding the regulation of food establishments in this jurisdiction.

(b) Definitions.

Authorized agent or employee. The employees of the regulatory authority.

Catering Services. The provision of food service by a **lone** food establishment, including a Mobile Food Unit (MFU), on private property for a singular **or recurring** event.

Sec. 6.02.008 Additional Requirements for Mobile Food Units (MFU)

(a) Permitting by City. An person wishing to operate a MFU within the city limits of the City of Sherman must first apply for a permit with the City Clerk's office. In order for a permit to be issued, the applicant shall provide evidence of proper permitting from the State and the regulatory authority. Additionally, any person intending to operate or be employed by a MFU shall submit to a criminal background check by the Sherman Police Department. No permit shall be issued to persons with a criminal conviction for violent crimes, sexual offenses, theft, fraud, or other crimes involving moral turpitude.

(b) Central Business District Restrictions. No person may operate a MFU on a street **or parking lot** in the central business district, unless said street **or parking lot** has been closed for a special event approved by the City Council.

(c) Sales on Sidewalks Prohibited. No person may operate a MFU a sidewalk.

(d) Street Sales Outside the Central Business District. No person may operate a MFU in such a manner that impedes or disrupts traffic flow on city streets or draws pedestrians into the street right of way.

(e) Parking Lots. No person may operate a MFU in manner that reduces the number of available parking spaces in a given lot to below the number required by the City of Sherman's zoning ordinances.

(f) Sales in Parks and City Lots Prohibited **During Certain Times.** **Between the hours of 12:00 a.m. Sunday and 5:00 p.m. Friday,** no person may operate a MFU in a public park or publicly owned lot unless said park or lot has been designated as the site for a special event approved by the City Council **Any MFU operating in a public park or publicly owned lot must vacate said park or lot by 12:00 a.m. each night and not return prior to 6 a.m. the next morning.**

(g) Food Truck Lots. This section notwithstanding, a person may operate a MFU **in conjunction with other MFUs** on private property whose owner or lessee has applied for and been granted a Specific Use Permit (SUP) to operate a Food Truck Lot by the City of Sherman.

(h) Applicability. Nothing in this section shall prohibit a MFU from providing catering services on private property.



City Council Regular Meeting

B.7.

Meeting Date: 03/20/2017

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6020

Amending Chapter 1 of the Code of Ordinances, entitled "General Provisions", Article 1.11, entitled "Parks, Recreation and Miscellaneous Public Property", Division 7, entitled "Municipal Building", at Sections 1.11.242, 1.11.243 and 1.11.246; Deleting in their Entirety Sections 1.11.244, 1.11.247 and 1.11.248

Issue:

To consider approval of an amendment to the City's "Parks, Recreation and Miscellaneous Public Property" Code Provisions, codified at Chapter 1, Article 1.11, of the Sherman Code of Ordinances, to modify specific regulations regarding the Sherman Municipal Building

Background:

Sherman City Ordinances regarding the use of its Municipal Building have remained largely untouched since 1991, and have undergone no review since 2010. As part of a reorganization of staff duties, Sherman city staff reviewed current ordinances, rental policies, and fees associated with the Sherman Municipal Ballroom, Kidd-Key Auditorium, and Kidd-Key Park.

Following that review, staff is recommending several changes to update and streamline public use of those facilities. Changes include: removing numerous specific provisions from the ordinances and making those provisions matters of administrative policy; reducing the number of security officers required for events in the Ballroom; deleting dated and overly cumbersome regulations; aligning ordinances with policies as they will be practiced day-to-day; and restructuring rental fees.

Origination:

Sherman Community and Support Services Manager Nate Strauch

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

City Staff recommends approval.

Alternatives:

As directed by Council

Attachments

Ordinance No. 6020

Article 1.11 - Municipal Building Code Revisions

Administrative Policy Changes

Fee Schedule

ORDINANCE NO. 6020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 1 OF THE CODE OF ORDINANCES, ENTITLED "GENERAL PROVISIONS", ARTICLE 1.11, ENTITLED "PARKS, RECREATION AND MISCELLANEOUS PUBLIC PROPERTY", DIVISION 7, ENTITLED "MUNICIPAL BUILDING", AT SECTIONS 1.11.242, 1.11.243 AND 1.11.246; DELETING IN THEIR ENTIRETY SECTIONS 1.11.244, 1.11.247 AND 1.11.248; 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 1, Article 1.11, Division 7, Section 1.11.242 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. 1.11.242 Management; public use; purpose of charges; city manager authorized to make certain changes

(a) **Management.** The management of the municipal building, grounds and equipment shall be under the general supervision of the city manager under such rules and regulations as may be promulgated from time to time by him, or as directed by the city council.

(b) **Public use; purpose of charges.** This building, or any part of it, and the Oliver Dewey Mayor Outdoor Theatre are available for use by the general public on a rental basis, ~~provided such rental is approved by the city council.~~ It is the purpose of this division that the public pay its part of the expenses of operating and maintaining the facilities when used by the public.

(c) **City manager authorized to make certain changes.** It is improbable that fees and charges for all types of uses could be ascertained in advance, and authority is delegated to the agent of the city manager to make a fair and equitable charge for any type of reservations ~~for which a charge is not established by ordinance, utilizing cost figures herein set out.~~ The city manager, or his agent, has the authority to make rules and regulations not inconsistent with this division.

SECTION 2. That Chapter 1, Article 1.11, Division 7, Section 1.11.243 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. 1.11.243 Applications for use; records; rental fees; disposition of revenue

(a) Applications for the use of the various parts of the building and the outdoor theatre shall be made to the city manager or his duly appointed agent, who shall keep a record of all rentals and for what purpose reserved. All reservations must be made at least ~~seven (7)~~ *thirty (30)* days in advance of the desired use date. All application fees are nonrefundable, unless the reservation is cancelled at least ~~ten (10)~~ *thirty (30)* days prior to the reservation date.

(b) Applicant must pay ~~by cashier's check, cash or money order~~ one hundred (100) percent of the rental fee with application.

~~(c) All revenue derived from rentals of the building and the outdoor theatre shall be deposited to the general fund of the city.~~

SECTION 3. That Chapter 1, Article 1.11, Division 7, Section 1.11.244 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby deleted in its entirety:

~~Sec. 1.11.244 Schedule and rates for use of Kidd Key Auditorium, municipal ballroom and Oliver Dewey Mayor Outdoor Theatre~~

~~The rates and charges which shall be collected for the use of the Kidd Key Auditorium, municipal ballroom, and Oliver Dewey Mayor Outdoor Theatre shall be as established by ordinance.~~

SECTION 4. That Chapter 1, Article 1.11, Division 7, Section 1.11.246 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. 1.11.246 Rules for use of building and facilities

The following rules shall be adopted governing the use of the building and facilities on all occasions:

- (1) The city manager and his duly appointed agents shall have free access to the building at all times to see that the building is properly used and protected.
- (2) Extra furniture or equipment needed by those using various parts of the building or outdoor theatre other than that owned by the city shall be furnished at the expense of those renting the building or outdoor theatre, and shall be moved in and out only upon permission of the city manager and his agent.
- (3) Pianos, furniture and other equipment shall be used in the rooms where located and off-premises use of tables, chairs or other equipment shall not be permitted.
- (4) Any defacement of the building, auditorium, or outdoor theatre, or any damage to the tables, chairs and equipment other than normal wear, by those renting the same, shall

be chargeable to the lessee and immediately collectible. *Lack of payment will result in a civil fine of \$500.00.*

(5) Use of ~~powder~~ abrasive *substances* on the ballroom floor is prohibited. In the event the floors are damaged in violation of this section, costs for restoration of such floors shall be assessed to lessee.

(6) ~~Security officers are required for all dances, and it shall be the responsibility of the lessee to provide same. A minimum of two (2) security~~ Security officers shall be required for any event or function at which alcoholic beverages are available or consumed.

~~(7) Custodial services are included in the reservation fee.~~

(8) All decorations shall be taken down immediately upon conclusion of the event or function for which the premises were rented.

(9) There shall be no smoking, eating or drinking permitted in the auditorium or stage, ~~except as a part of a play or theatrical performance, engaged in by the performers unless the lessee is granted written permission by the city manager or his agent.~~

(10) No hay or straw is to be used in the municipal building as a decoration. Nothing shall be hung from the ceilings of the auditorium or ballroom.

(11) No ~~beer kegs or~~ metal containers which might scratch or otherwise scar the surface of wood floors shall be used.

(12) No tape or glue or other sticky substances shall be allowed on the floors of the ballroom or auditorium.

(13) No unenclosed candles shall be used in the auditorium or ballroom.

~~(14) Lessee shall supply any ashtrays to be used.~~

(15) All arrangements concerning seating, use of the stage or other facilities shall be made in advance with the city manager or his duly appointed agent. The seating shall be so arranged as to permit free ingress and egress to the building.

(16) In the event that contract for the rental of the building or outdoor theatre is not carried out, all of the payment shall be held as liquidated damages.

(17) The city manager or any other city employee under his direction shall stop any performance, until his directives, written or oral, with reference to the health, safety and welfare of persons in the building have been accomplished.

(18) The city council shall have the reasonable right to reject any application that, in its judgment, is objectionable and not for the best interest of the city. (Ordinance adopting Code)

(19) In addition to charges herein authorized, any group, band, booking agent or any person or persons remotely connected with musical presentations to be held in Kidd-Key Auditorium or the Oliver Dewey Mayor Outdoor Theatre, which, if in the opinion of the city manager or his agent, are of a rock-type rendition are required to furnish public liability and property damage insurance in the amounts of one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per occurrence, bodily injury, and fifty thousand dollars (\$50,000.00) property damage to provide security to protect public property, ~~and to post an additional sum of five hundred dollars (\$500.00) in cash, which sum will be returned to the person or persons less any portion used to clean up or repair damages to the furniture, fixtures or building.~~ Any and all insurance coverage under this subsection shall include coverage for such care, custody and control of the premises and such coverage for care, custody and control of the premises shall not be excluded, assuring the city will be beneficiary under any policy.

(20) *All performers, guests, participants, attendants and invitees will conduct themselves in a civil, proper, decorous and well-mannered fashion. Loud noise, disruptive conduct or unruly, abusive or disorderly behavior is prohibited; if such occurs, city may, at city's or its licensee's sole and exclusive discretion, require such persons to vacate the premises immediately with no refund.*

(21) *Any violation of the rules and regulations pertaining to rental of these facilities will terminate the agreement, resulting in immediate termination of the event, and forfeiture of deposits and payments.*

SECTION 5. That Chapter 1, Article 1.11, Division 7, Section 1.11.247 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby deleted in its entirety:

Sec. 1.11.247 — Auditorium rules and regulations

~~(a) — City retains the exclusive right to reasonably disapprove any event, performance, exhibition or entertainment, which, in the sole discretion of city, may be offensive, inappropriate, unsafe, unsuitable or indecorous, and city retains the right to cancel, without advance notice, any event, performance, exhibition or entertainment that is regarded, in city's sole discretion, as offensive, inappropriate, unsafe, unsuitable or indecorous. City further retains the exclusive right to cancel, at any time, without advance notice, any event, performance, exhibition or entertainment that fails to substantially meet its advertising claims or violates event content or event restrictions agreed upon by the parties. (Ordinance adopting Code)~~

~~(b) — City retains the absolute and unconditional right and authority to cancel and annul any lease of the auditorium, at city's option, for any or no reason, and shall provide lessee with advance notice thereof not less than twenty (20) days prior to the commencement of lessee's event or intended use of the facilities. In the event that city exercises this right, lessee shall be entitled to a~~

~~refund of any and all advance deposits and lease payments made prior to the cancellation of the lease. The return of sums previously paid shall be lessee's sole and exclusive remedy for any cancellation.~~

~~(c) — The city manager and his duly appointed agents shall have free access to the auditorium at all times.~~

~~(d) — The city manager or any other city employee under his direction shall stop any performance, until the city manager's directives, written or oral, with reference to the health, safety and welfare of persons in the auditorium have been accomplished.~~

~~(e) — There shall be permitted in attendance at any event, performance, exhibition or entertainment only the number of people for which there are seats. There shall be no standing or sitting in the aisles, doorways or alcoves during any performance.~~

~~(f) — City reserves all rights and privileges for all outgoing television, radio and other media broadcasts from the auditorium.~~

~~(g) — All performers, guests and invitees shall comply with all laws of the United States, the state, all ordinances, rules and regulations of the city and its police and fire departments, and all directions and orders given to them by any municipal authority of the city having supervisory or other authority over the premises. Failure to comply may result in the immediate cancellation of the event, performance, exhibition or entertainment, or the eviction of any person or persons.~~

~~(h) — City or its licensee shall schedule all events on a first come, first served basis for a period of six (6) months up to one (1) year. Any prospective user of the auditorium, wishing to lease space more than one (1) year in advance, will be subject to discretion on the part of the city as to whether it desires to commit space that far in advance.~~

~~(i) — City or its licensee must give prior approval for the placement, location, size, type, content, colors and configuration of any signs, notices, placards, announcements and advertising placed on or near the premises. No such items shall be affixed to any part of the building without the express prior consent of the city or its licensee.~~

~~(j) — All performers, guests, participants, attendants and invitees will conduct themselves in a civil, proper, decorous and well-mannered fashion. Loud noise, disruptive conduct or unruly, abusive or disorderly behavior is prohibited; if such occurs, city may, at city's or its licensee's sole and exclusive discretion, require such persons to vacate the premises immediately with no refund.~~

~~(k) — There shall be no smoking inside the auditorium.~~

~~(l) — No food or drink of any kind shall be taken into the auditorium.~~

~~(m) — No firearms are permitted in the auditorium unless for use by a performer and then only if they are incapable of firing a projectile. No person licensed to carry a concealed handgun under the laws of the United States or any state shall carry a handgun on or about his or her person on~~

any premises owned or leased by the city, unless they are a law enforcement officer authorized to do so within the city limits.

~~(n) — All cell phones, pagers or similar noise producing devices shall be set to either silent, vibrate or off during any performance. No talking on any such device shall be permitted during any performance.~~

~~(o) — The city reserves the right to deny the display and/or sale of items in or about the auditorium and to establish a fee or percentage for use of the premises for that purpose.~~

~~(p) — No structural or equipment modifications to the sound or lighting systems shall be made prior to the receipt of express written consent from the city, and such modifications shall be performed in the presence of a designated city employee.~~

SECTION 6. That Chapter 1, Article 1.11, Division 7, Section 1.11.248 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby deleted in its entirety:

~~Sec. 1.11.248 — Municipal ballroom rules and regulations~~

~~(a) — The municipal ballroom can be booked eighteen (18) months in advance of the event date, except as stated below. The first consecutive Thursday, Friday, and Saturday of each month will be reserved for priority booking of the Kidd Key Auditorium, except during June, July, and August. If the auditorium is not booked, those days will be released for ballroom rental ninety (90) days prior to the desired rental date. All other dates can be booked eighteen (18) months in advance.~~

~~(b) — All reservations must be made at least forty five (45) days in advance of the desired date. Reservation fees are 100% refundable if the reservation is canceled more than ninety (90) days in advance of the event date. Reservation fees are 50% refundable if the reservation is canceled between forty five (45) and ninety (90) days prior to the event date. All reservation fees are nonrefundable unless the reservation is canceled at least forty five (45) days prior to the event date. The total reservation amount due (deposit and rental fees) must be paid in full at time of reservation. At the discretion of the city manager or his designee, reservations for use of the facility may be scheduled within forty five (45) days of an event; regular rental rates will apply.~~

~~(c) — The following costs will apply to the rental of the municipal ballroom:~~

~~(1) — Sherman ISD, charitable (501c3) organizations and churches.~~

~~(A) — Damage/cleaning deposit for event without alcohol: \$250.00 (refundable if there is no damage and facility is left in pre-rental condition).~~

~~(B) — Damage/cleaning deposit for event with alcohol: \$850.00 (refundable if there is no damage and facility is left in pre-rental condition).~~

~~(C) — Hourly rental rate: \$50.00 per hour (no minimum number of hours).~~

~~(D) — Use of kitchen: No charge.~~

~~(E) — Decorating/event set up rate: \$50.00 per hour (during time when building is normally closed).~~

~~(F) — Changes in room layout rate: \$15.00 per request (if submitted less than 45 days before event).~~

~~(2) — All other users.~~

~~(A) — Damage/cleaning deposit for event without alcohol: \$250.00 (refundable if there is no damage and facility is left in pre-rental condition).~~

~~(B) — Damage/cleaning deposit for event with alcohol: \$850.00 (refundable if there is no damage and facility is left in pre-rental condition).~~

~~(C) — Hourly rental rate: \$75.00 per hour (four (4) hour minimum rental).~~

~~(D) — Fee for use of kitchen: \$100.00.~~

~~(E) — Decorating/event set up rate: \$75.00 per hour (during time when building is normally closed).~~

~~(F) — Changes in room layout rate: \$15.00 per request (if submitted less than 45 days before event).~~

~~(d) — The ballroom event hours are 8:00 a.m. to 12:00 midnight; and the facility must be vacated no later than 1:00 a.m. If the facility is not vacated by 1:00 a.m., a penalty fee will be assessed to the renter at three (3) times the amount of the rental fee, per hour. The penalty fee will be deducted from the deposit.~~

~~(e) — Any violation of the rules and regulations pertaining to rental of the municipal ballroom will terminate the agreement, resulting in immediate termination of the event, and forfeiture of deposits and payments.~~

~~(f) — State law prohibits the consumption of alcohol between 12:15 a.m. and 7:00 a.m. weekdays, and between 1:15 a.m. and 12:00 noon on Sunday.~~

~~(g) — A minimum of three (3) security officers are required at events where alcoholic beverages are in use. A minimum of two (2) security officers are required at events where more than 200 persons are in attendance and no alcoholic beverages are in use. A minimum of one (1) security officer is required for events where under 200 persons are in attendance and no alcoholic beverages are in use. Security officers are not required for events held during the normal workday, when the building is open for city business.~~

~~(h) — The renter is responsible for hiring and paying security personnel. The city requires that security personnel be certified state peace officers, authorized to carry a weapon and enforce the laws within the city limits. Security personnel must be under contract for the duration of the planned event and proof of hiring security must be supplied to city department of tourism no later than forty-five (45) days prior to the scheduled event. The names and phone numbers of each officer must be supplied to the city department of tourism no later than ten (10) days prior to the scheduled event.~~

~~(i) — No open flame is allowed without a fire permit from the city fire marshal. The renter must submit the permit to the city department of tourism no later than forty-five (45) days prior to the scheduled event.~~

SECTION 7. 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 8. 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 9. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 10. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

ARTICLE 1.11 PARKS, RECREATION AND MISCELLANEOUS PUBLIC PROPERTY

Division 7. Municipal Building

Sec. 1.11.241 Penalty for violation

Violations of this division are punishable as provided in [section 1.01.009](#). (1991 Code, sec. 23-176)

Sec. 1.11.242 Management; public use; purpose of charges; city manager authorized to make certain changes

(a) Management. The management of the municipal building, grounds and equipment shall be under the general supervision of the city manager under such rules and regulations as may be promulgated from time to time by him, or as directed by the city council.

(b) Public use; purpose of charges. This building, or any part of it, and the Oliver Dewey Mayor Outdoor Theatre are available for use by the general public on a rental basis, ~~provided such rental is approved by the city council~~. It is the purpose of this division that the public pay its part of the expenses of operating and maintaining the facilities when used by the public.

(c) City manager authorized to make certain changes. It is improbable that fees and charges for all types of uses could be ascertained in advance, and authority is delegated to the agent of the city manager to make a fair and equitable charge for any type of reservations ~~for which a charge is not established by ordinance, utilizing cost figures herein set out~~. The city manager, or his agent, has the authority to make rules and regulations not inconsistent with this division.
(1991 Code, sec. 23-177)

Sec. 1.11.243 Applications for use; records; rental fees; disposition of revenue

(a) Applications for the use of the various parts of the building and the outdoor theatre shall be made to the city manager or his duly appointed agent, who shall keep a record of all rentals and for what purpose reserved. All reservations must be made at least ~~seven (7)~~ **thirty (30)** days in advance of the desired use date. All application fees are nonrefundable, unless the reservation is cancelled at least ~~ten (10)~~ **thirty (30)** days prior to the reservation date.

(b) Applicant must pay ~~by cashier's check, cash or money order~~ one hundred (100) percent of the rental fee with application.

(c) ~~All revenue derived from rentals of the building and the outdoor theatre shall be deposited to the general fund of the city.~~
(1991 Code, sec. 23-178)

~~Sec. 1.11.244 Schedule and rates for use of Kidd Key Auditorium, municipal ballroom and Oliver Dewey Mayor Outdoor Theatre~~

~~The rates and charges which shall be collected for the use of the Kidd Key Auditorium, municipal ballroom, and Oliver Dewey Mayor Outdoor Theatre shall be as established by ordinance. (1991 Code, sec. 23-179)~~

Sec. 1.11.245 Written agreement and contract required for rental or use

All rental or use of any part of the municipal building and the outdoor theatre must be accomplished pursuant to a written agreement and contract approved and devised by the agent of the city manager. (1991 Code, sec. 23-180)

Sec. 1.11.246 Rules for use of building and facilities

The following rules shall be adopted governing the use of the building and facilities on all occasions:

(1) The city manager and his duly appointed agents shall have free access to the building at all times to see that the building is properly used and protected.

(2) Extra furniture or equipment needed by those using various parts of the building or outdoor theatre other than that owned by the city shall be furnished at the expense of those renting the building or outdoor theatre, and shall be moved in and out only upon permission of the city manager and his agent.

(3) Pianos, furniture and other equipment shall be used in the rooms where located and off-premises use of tables, chairs or other equipment shall not be permitted.

(4) Any defacement of the building, auditorium, or outdoor theatre, or any damage to the tables, chairs and equipment other than normal wear, by those renting the same, shall be chargeable to the lessee and immediately collectible. **Lack of payment will result in a civil fine of \$500.**

(5) Use of **powder** abrasive **substances** on the ballroom floor is prohibited. In the event the floors are damaged in violation of this section, costs for restoration of such floors shall be assessed to lessee.

~~(6) Security officers are required for all dances, and it shall be the responsibility of the lessee to provide same. A minimum of two~~ (2) Security officers shall be required for any event or function at which alcoholic beverages are available or consumed.

~~(7) Custodial services are included in the reservation fee.~~

(8) All decorations shall be taken down immediately upon conclusion of the event or function for which the premises were rented.

(9) There shall be no smoking, eating or drinking permitted in the auditorium or stage, **except as a part of a play or theatrical performance, engaged in by the performers unless the lessee is granted**

written permission by the city manager or his agent.

(10) No hay or straw is to be used in the municipal building as a decoration. Nothing shall be hung from the ceilings of the auditorium or ballroom.

(11) No ~~beer kegs or~~ metal containers which might scratch or otherwise scar the surface of wood floors shall be used.

(12) No tape or glue or other sticky substances shall be allowed on the floors of the ballroom or auditorium.

(13) No unenclosed candles shall be used in the auditorium or ballroom.

~~(14) — Lessee shall supply any ashtrays to be used.~~

(15) All arrangements concerning seating, use of the stage or other facilities shall be made in advance with the city manager or his duly appointed agent. The seating shall be so arranged as to permit free ingress and egress to the building.

(16) In the event that contract for the rental of the building or outdoor theatre is not carried out, all of the payment shall be held as liquidated damages.

(17) The city manager or any other city employee under his direction shall stop any performance, until his directives, written or oral, with reference to the health, safety and welfare of persons in the building have been accomplished.

(1991 Code, sec. 23-181)

(18) The city council shall have the reasonable right to reject any application that, in its judgment, is objectionable and not for the best interest of the city. (Ordinance adopting Code)

(19) In addition to charges herein authorized, any group, band, booking agent or any person or persons remotely connected with musical presentations to be held in Kidd-Key Auditorium or the Oliver Dewey Mayor Outdoor Theatre, which, if in the opinion of the city manager or his agent, are of a rock-type rendition are required to furnish public liability and property damage insurance in the amounts of one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per occurrence, bodily injury, and fifty thousand dollars (\$50,000.00) property damage to provide security to protect public property, ~~and to post an additional sum of five hundred dollars (\$500.00) in cash, which sum will be returned to the person or persons less any portion used to clean up or repair damages to the furniture, fixtures or building.~~ Any and all insurance coverage under this subsection shall include coverage for such care, custody and control of the premises and such coverage for care, custody and control of the premises shall not be excluded, assuring the city will be beneficiary under any policy.

(1991 Code, sec. 23-181)

(20) All performers, guests, participants, attendants and invitees will conduct themselves in a civil, proper, decorous and well-mannered fashion. Loud noise, disruptive conduct or unruly, abusive or disorderly behavior is prohibited; if such occurs, city may, at city's or its licensee's sole

and exclusive discretion, require such persons to vacate the premises immediately with no refund.

(21) Any violation of the rules and regulations pertaining to rental of these facilities will terminate the agreement, resulting in immediate termination of the event, and forfeiture of deposits and payments.

Sec. 1.11.247 Auditorium rules and regulations

(a) City retains the exclusive right to reasonably disapprove any event, performance, exhibition or entertainment, which, in the sole discretion of city, may be offensive, inappropriate, unsafe, unsuitable or indecorous, and city retains the right to cancel, without advance notice, any event, performance, exhibition or entertainment that is regarded, in city's sole discretion, as offensive, inappropriate, unsafe, unsuitable or indecorous. City further retains the exclusive right to cancel, at any time, without advance notice, any event, performance, exhibition or entertainment that fails to substantially meet its advertising claims or violates event content or event restrictions agreed upon by the parties. (Ordinance adopting Code)

(b) City retains the absolute and unconditional right and authority to cancel and annul any lease of the auditorium, at city's option, for any or no reason, and shall provide lessee with advance notice thereof not less than twenty (20) days prior to the commencement of lessee's event or intended use of the facilities. In the event that city exercises this right, lessee shall be entitled to a refund of any and all advance deposits and lease payments made prior to the cancellation of the lease. The return of sums previously paid shall be lessee's sole and exclusive remedy for any cancellation.

(c) The city manager and his duly appointed agents shall have free access to the auditorium at all times.

(d) The city manager or any other city employee under his direction shall stop any performance, until the city manager's directives, written or oral, with reference to the health, safety and welfare of persons in the auditorium have been accomplished.

(e) There shall be permitted in attendance at any event, performance, exhibition or entertainment only the number of people for which there are seats. There shall be no standing or sitting in the aisles, doorways or alcoves during any performance.

(f) City reserves all rights and privileges for all outgoing television, radio and other media broadcasts from the auditorium.

(g) All performers, guests and invitees shall comply with all laws of the United States, the state, all ordinances, rules and regulations of the city and its police and fire departments, and all directions and orders given to them by any municipal authority of the city having supervisory or other authority over the premises. Failure to comply may result in the immediate cancellation of the event, performance, exhibition or entertainment, or the eviction of any person or persons.

(h) City or its licensee shall schedule all events on a first come, first served basis for a period of six (6) months up to one (1) year. Any prospective user of the auditorium, wishing to lease space more than

one (1) year in advance, will be subject to discretion on the part of the city as to whether it desires to commit space that far in advance.

(i) City or its licensee must give prior approval for the placement, location, size, type, content, colors and configuration of any signs, notices, placards, announcements and advertising placed on or near the premises. No such items shall be affixed to any part of the building without the express prior consent of the city or its licensee.

(j) All performers, guests, participants, attendants and invitees will conduct themselves in a civil, proper, decorous and well-mannered fashion. Loud noise, disruptive conduct or unruly, abusive or disorderly behavior is prohibited; if such occurs, city may, at city's or its licensee's sole and exclusive discretion, require such persons to vacate the premises immediately with no refund.

(k) There shall be no smoking inside the auditorium.

(l) No food or drink of any kind shall be taken into the auditorium without prior, written approval from the city manager or his agent.

(m) No firearms are permitted in the auditorium unless for use by a performer and then only if they are incapable of firing a projectile. No person licensed to carry a concealed handgun under the laws of the United States or any state shall carry a handgun on or about his or her person on any premises owned or leased by the city, unless they are a law enforcement officer authorized to do so within the city limits.

(n) All cell phones, pagers or similar noise producing devices shall be set to either silent, vibrate or off during any performance. No talking on any such device shall be permitted during any performance.

(o) The city reserves the right to deny the display and/or sale of items in or about the auditorium and to establish a fee or percentage for use of the premises for that purpose.

(p) No structural or equipment modifications to the sound or lighting systems shall be made prior to the receipt of express written consent from the city, and such modifications shall be performed in the presence of a designated city employee or their appointee.

Sec. 1.11.248 Municipal ballroom rules and regulations

(a) The municipal ballroom can be booked eighteen (18) months in advance of the event date, except as stated below. The first consecutive Thursday, Friday, and Saturday of each month will be reserved for priority booking of the Kidd Key Auditorium, except during June, July, and August. If the auditorium is not booked, those days will be released for ballroom rental ninety (90) days prior to the desired rental date. All other dates can be booked eighteen (18) months in advance.

(b) All reservations must be made at least forty five (45) days in advance of the desired date. Reservation fees are 100% refundable if the reservation is canceled more than ninety (90) days in advance of the event date. Reservation fees are 50% refundable if the reservation is canceled between forty five (45) and ninety (90) days prior to the event date. All reservation fees are nonrefundable unless the reservation is canceled at least forty five (45) days prior to the event date. The total reservation

amount due (deposit and rental fees) must be paid in full at time of reservation. At the discretion of the city manager or his designee, reservations for use of the facility may be scheduled within forty five (45) days of an event; regular rental rates will apply.

(c) — The following costs will apply to the rental of the municipal ballroom:

(1) — Sherman ISD, charitable (501c3) organizations and churches.

(A) — Damage/cleaning deposit for event without alcohol: \$250.00 (refundable if there is no damage and facility is left in pre-rental condition).

(B) — Damage/cleaning deposit for event with alcohol: \$8350.00 (refundable if there is no damage and facility is left in pre-rental condition).

(C) — Hourly rental rate: \$50.00 per hour (no minimum number of hours).

(D) — Use of kitchen: No charge.

(E) — Decorating/event set up rate: \$50.00 per hour (during time when building is normally closed).

(F) — Changes in room layout rate: \$15.00 per request (if submitted less than 45 days before event).

(2) — All other users.

(A) — Damage/cleaning deposit for event without alcohol: \$250.00 (refundable if there is no damage and facility is left in pre-rental condition).

(B) — Damage/cleaning deposit for event with alcohol: \$8350.00 (refundable if there is no damage and facility is left in pre-rental condition).

(C) — Hourly rental rate: \$75.00 per hour (four (4) hour minimum rental).

(D) — Fee for use of kitchen: \$100.00.

(E) — Decorating/event set up rate: \$75.00 per hour (during time when building is normally closed).

(F) — Changes in room layout rate: \$15.00 per request (if submitted less than 45 days before event).

(d) — The ballroom event hours are 8:00 a.m. to 12:00 midnight; and the facility must be vacated no later than 1:00 a.m. If the facility is not vacated by 1:00 a.m., a penalty fee will be assessed to the renter at three (3) times the amount of the rental fee, per hour. The penalty fee will be deducted from the deposit.

(e) Any violation of the rules and regulations pertaining to rental of the municipal ballroom will terminate the agreement, resulting in immediate termination of the event, and forfeiture of deposits and payments.

(f) State law prohibits the consumption of alcohol between 12:15 a.m. and 7:00 a.m. weekdays, and between 1:15 a.m. and 12:00 noon on Sunday.

(g) A minimum of three (3) two (2) security officers are required at events where alcoholic beverages are in use and more than 150 people are in attendance. A minimum of two (2) one (1) security officers are required at events where alcoholic beverages are in use and fewer than 150 people are in attendance, or at events where no alcoholic beverages are in use and more than 150 people are in attendance where more than 200 persons are in attendance and no alcoholic beverages are in use. A minimum of one (1) security officer is required for events where under 200 persons are in attendance and no alcoholic beverages are in use. Security officers are not required for events held during the normal workday, when the building is open for city business.

(h) The renter is responsible for hiring and paying security personnel. The city requires that security personnel be certified state peace officers, authorized to carry a weapon and enforce the laws within the city limits. Security personnel must be under contract for the duration of the planned event and proof of hiring security must be supplied to city department of tourism no later than forty five (45) days prior to the scheduled event. The names and phone numbers of each officer must be supplied to the city department of tourism no later than ten (10) days prior to the scheduled event.

(i) Except for enclosed candles, no open flame is allowed without a fire permit from the city fire marshal. The renter must submit the permit to the city department of tourism no later than forty five (45) days prior to the scheduled event.

Auditorium rules and regulations

- (a) City retains the exclusive right to reasonably disapprove any event, performance, exhibition or entertainment, which, in the sole discretion of city, may be offensive, inappropriate, unsafe, unsuitable or indecorous, and city retains the right to cancel, without advance notice, any event, performance, exhibition or entertainment that is regarded, in city's sole discretion, as offensive, inappropriate, unsafe, unsuitable or indecorous. City further retains the exclusive right to cancel, at any time, without advance notice, any event, performance, exhibition or entertainment that fails to substantially meet its advertising claims or violates event content or event restrictions agreed upon by the parties. (Ordinance adopting Code)
- (b) City retains the absolute and unconditional right and authority to cancel and annul any lease of the auditorium, at city's option, for any or no reason, and shall provide lessee with advance notice thereof not less than twenty (20) days prior to the commencement of lessee's event or intended use of the facilities. In the event that city exercises this right, lessee shall be entitled to a refund of any and all advance deposits and lease payments made prior to the cancellation of the lease. The return of sums previously paid shall be lessee's sole and exclusive remedy for any cancellation.
- (c) The city manager and his duly appointed agents shall have free access to the auditorium at all times.
- (d) The city manager or any other city employee under his direction shall stop any performance, until the city manager's directives, written or oral, with reference to the health, safety and welfare of persons in the auditorium have been accomplished.
- (e) There shall be permitted in attendance at any event, performance, exhibition or entertainment only the number of people for which there are seats. There shall be no standing or sitting in the aisles, doorways or alcoves during any performance.
- (f) City reserves all rights and privileges for all outgoing television, radio and other media broadcasts from the auditorium.
- (g) All performers, guests and invitees shall comply with all laws of the United States, the state, all ordinances, rules and regulations of the city and its police and fire departments, and all directions and orders given to them by any municipal authority of the city having supervisory or other authority over the premises. Failure to comply may result in the immediate cancellation of the event, performance, exhibition or entertainment, or the eviction of any person or persons.
- (h) City or its licensee shall schedule all events on a first-come, first-served basis for a period of six (6) months up to one (1) year. Any prospective user of the auditorium, wishing to lease space more than one (1) year in advance, will be subject to discretion on the part of the city as to whether it desires to commit space that far in advance.
- (i) City or its licensee must give prior approval for the placement, location, size, type, content, colors and configuration of any signs, notices, placards, announcements and advertising placed on or near the premises. No such items shall be affixed to any part of the building without the express prior consent of the city or its licensee.
- (j) All performers, guests, participants, attendants and invitees will conduct themselves in a civil, proper, decorous and well-mannered fashion. Loud noise, disruptive conduct or unruly, abusive or disorderly behavior is prohibited; if such occurs, city may, at city's or its licensee's sole and exclusive discretion, require such persons to vacate the premises immediately with no refund.
- ~~(k) There shall be no smoking inside the auditorium.~~
- (l) No food or drink of any kind shall be taken into the auditorium **without prior, written approval from the city manager or his agent.**

- (m) No firearms are permitted in the auditorium unless for use by a performer and then only if they are incapable of firing a projectile. No person licensed to carry a concealed handgun under the laws of the United States or any state shall carry a handgun on or about his or her person on any premises owned or leased by the city, unless they are a law enforcement officer authorized to do so within the city limits.
- (n) All cell phones, pagers or similar noise producing devices shall be set to either silent, vibrate or off during any performance. No talking on any such device shall be permitted during any performance.
- (o) The city reserves the right to deny the display and/or sale of items in or about the auditorium and to establish a fee or percentage for use of the premises for that purpose.
- (p) No structural or equipment modifications to the sound or lighting systems shall be made prior to the receipt of express written consent from the city, and such modifications shall be performed in the presence of a designated city employee or their appointee.

Municipal ballroom rules and regulations

- (a) The municipal ballroom can be booked eighteen (18) months in advance of the event date, except as stated below. The first consecutive Thursday, Friday, and Saturday of each month will be reserved for priority booking of the Kidd Key Auditorium, except during June, July, and August. If the auditorium is not booked, those days will be released for ballroom rental ninety (90) days prior to the desired rental date. All other dates can be booked eighteen (18) months in advance.
- (b) All reservations must be made at least forty five (45) days in advance of the desired date. Reservation fees are 100% refundable if the reservation is canceled more than ninety (90) days in advance of the event date. Reservation fees are 50% refundable if the reservation is canceled between forty five (45) and ninety (90) days prior to the event date. All reservation fees are nonrefundable unless the reservation is canceled at least forty five (45) days prior to the event date. The total reservation amount due (deposit and rental fees) must be paid in full at time of reservation. At the discretion of the city manager or his designee, reservations for use of the facility may be scheduled within forty five (45) days of an event; regular rental rates will apply.
- (c) The following costs will apply to the rental of the municipal ballroom:
- (1) Sherman ISD, charitable (501c3) organizations and churches.
- (A) Damage/cleaning deposit for event without alcohol: \$250.00 (refundable if there is no damage and facility is left in pre-rental condition).
- (B) Damage/cleaning deposit for event with alcohol: \$8350.00 (refundable if there is no damage and facility is left in pre-rental condition).
- (C) Hourly rental rate: \$50.00 per hour (no minimum number of hours).
- (D) Use of kitchen: No charge \$50.00.
- (E) Decorating/event set-up rate: \$50.00 per hour (during time when building is normally closed).
- (F) Changes in room layout rate: \$15.00 per request (if submitted less than 45 days before event).
- (2) All other users:
- (A) Damage/cleaning deposit for event without alcohol: \$250.00 (refundable if there is no damage and facility is left in pre-rental condition).
- (B) Damage/cleaning deposit for event with alcohol: \$8500.00 (refundable if there is no damage and facility is left in pre-rental condition).
- (C) Hourly rental rate: \$75.00 per hour (four (4) hour minimum rental).
- (D) Fee for use of kitchen: \$100.00.
- (E) Decorating/event set-up rate: \$75.00 per hour (during time when building is normally closed).
- (F) Changes in room layout rate: \$15.00 per request (if submitted less than 45 days before event).
- (d) The ballroom event hours are 8:00 a.m. to 12:00 midnight; and the facility must be vacated no

later than 1:00 a.m. If the facility is not vacated by 1:00 a.m., a penalty fee will be assessed to the renter at three (3) times the amount of the rental fee, per hour. The penalty fee will be deducted from the deposit.

(e) Any violation of the rules and regulations pertaining to rental of the municipal ballroom will terminate the agreement, resulting in immediate termination of the event, and forfeiture of deposits and payments.

~~(f) State law prohibits the consumption of alcohol between 12:15 a.m. and 7:00 a.m. weekdays, and between 1:15 a.m. and 12:00 noon on Sunday.~~

(g) A minimum of ~~three (3)~~ **two (2)** security officers are required at events where alcoholic beverages are in use **and more than 150 people are in attendance**. A minimum of ~~two (2)~~ **one (1)** security officers are required at events **where alcoholic beverages are in use and fewer than 150 people are in attendance, or at events where no alcoholic beverages are in use and more than 150 people are in attendance** ~~where more than 200 persons are in attendance and no alcoholic beverages are in use. A minimum of one (1) security officer is required for events where under 200 persons are in attendance and no alcoholic beverages are in use.~~ Security officers are not required for events held during the normal workday, when the building is open for city business.

(h) The renter is responsible for hiring and paying security personnel. The city requires that security personnel be certified state peace officers, authorized to carry a weapon and enforce the laws within the city limits. Security personnel must be under contract for the duration of the planned event and proof of hiring security must be supplied to city department of tourism ~~no later than forty-five (45) days prior to the scheduled event.~~ The names and phone numbers of each officer must be supplied to the city department of tourism no later than ten (10) days prior to the scheduled event.

(i) **Except for enclosed candles,** no open flame is allowed ~~without a fire permit from the city fire marshal. The renter must submit the permit to the city department of tourism no later than forty-five (45) days prior to the scheduled event.~~

Ballroom	Current	Proposed		Ballroom NP	Current	Proposed
Deposit	250	250		Deposit	250	250
Alcohol Deposit	850	500		Alcohol Deposit	850	350
4 hr M-F Rental	50	100		4 hr M-F Rental	25	50
After Hours	75	75		After Hours	50	50
Kitchen	100	100		Kitchen	0	50
Weekend (up to 12hrs)	0	750		Weekend (up to 12hrs)	0	500

Kidd Key	Current	Proposed		Kidd Key NP	Current	Proposed
Deposit	1000	250		Deposit	1000	250
Curtain Deposit	0	750		Curtain Deposit	0	0
M-R Night Rental	750	100/hr		M-R Night Rental	750	50/hr
M-R Business Hours	750	100/hr		M-R Business Hours	750	0
Weekend Rent	1000	100/hr		Weekend Rent	1000	50/hr
Cleaning Fee	150	150		Cleaning Fee	150	0

Park	Current	Proposed
Deposit	25	0
Sprinkler Deposit	200	200
Restroom Access	25/day	25/hr
Electricity	5/hour	50



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.8.

Meeting Date: 03/20/2017

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 6014, 6015, 6016, 6017, 6018, 6019 and 6020

Issue:

- B. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6014 (UNDER APPEAL FROM P&Z)**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Daycare/Preschool/Educational Development Center in an R-1 (One Family Residential) District at 1211 Blanton Drive, being Lot 5, Block 8, Western Hills Addition (Delmar Hill, Owner; Chiniqua Hill, Representative; and Underwood Drafting & Surveying, Inc., Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- B. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6015**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Tattoo Shop in a C-1 (Retail Business) District/Central Business District at 230 West Houston Street, being Lot 8, Block X, S.B. Allen Addition (Creta Lynn Carter, II and Jeffrey Ray Brown, Owners; Kacy Epperson, Applicant/Tenant/Prospective Buyer; and Tatchio & Associates, Architect); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- B. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6016**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Five (5) Residential Apartments in the First Half of the First Floor of the Building Facing a Front Street in a C-2 (General Commercial) District/Central Business District at 111-121 East Pecan Street, being Lots 7, 8 and 9, Block A, T.J. Shannon's Supplemental Plat (Restore Emergency Services & Construction Repair LLC, Owners; Rick Owens, Representative; Tatchio & Associates, Architect; and Helvey-Wagner Surveying, Inc., Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

B. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6017

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Self-Storage Facility (Cool Water Storage) in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn Overlay) District at 230 East Sycamore Street, being Lot 1, Ellison Addition (Cool Water Development, LLP, Owners; and David Baca Studio, LLC, Architect); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

B. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6018

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automobile Sales, Service and Repair in a C-2 (General Commercial) District at 2411 Texoma Parkway, being Lot 1, Block 1, Helen Perkins Addition and Part of Lot 6R, Block 1 of the Replat of Lots 1R and 3R, Block 1, Helen Perkins Addition (Jade Lamance, Owner; and Nathan Gray, NBS Drafting & Design, Draftsman); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

B. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6019

Amending Chapter 6 of the Code of Ordinances, entitled "Health and Sanitation", at Article 6.02, entitled "Food Establishments", Section 6.02.001, entitled "Adoption of State Food Establishment Rules; Definitions", and at Section 6.02.010, entitled "Additional Requirements for Mobile Food Units (MFU)"

B. 7. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6020

Amending Chapter 1 of the Code of Ordinances, entitled "General Provisions", Article 1.11, entitled "Parks, Recreation and Miscellaneous Public Property", Division 7, entitled "Municipal Building", at Sections 1.11.242, 1.11.243 and 1.11.246; Deleting in their Entirety Sections 1.11.244, 1.11.247 and 1.11.248



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.9.

Meeting Date: 03/20/2017

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

C. 3. * RESOLUTION NO. 6200

Authorizing Execution of a Development Agreement with Joe Gilbert Construction, LLC. for the Construction of Public Sanitary Sewer and Water Mains in the Replat of Hickory Estates, Lots 1R-9R, a 1.306-acre Subdivision South of U.S. Highway 82 along Hickory Street in the City of Sherman

C. 4. * RESOLUTION NO. 6201

Authorizing Execution of a Development Agreement with DGR Development Group, a Texas Joint Venture, for the Construction of Public Sanitary Sewer and Water Mains in The Gardens at O'Hanlon Ranch, a 7.529-acre Subdivision West of F.M. 1417 along Lamberth Road in the City of Sherman

C. 5. * RESOLUTION NO. 6202

Authorizing Execution of an Agreement with Jose D. Guerrero for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 712 East Scott Street

D. 1. * CHANGE ORDER NO. 1

Approving the Greater Texoma Utility Authority's Intent to Execute Change Order No. 1; Water Treatment Plant Expansion Project; H2O Innovation, Inc.; \$63,370.88 Increase

D. 2. * CHANGE ORDER NO. 1

The Grand Avenue Bridge Repair Project; Austin Bridge & Road, LP; \$2,625.00 Increase

E. 3. * OTHER BUSINESS

Revised Final Plat Approval of The Gardens at O'Hanlon Ranch, being 7.529 acres in the Elijah Hartzog Survey, Abstract No. 540 and the Fielding Bacon Survey, Abstract No. 120; Lamberth Crossing Joint Venture, Owners; Cross Engineering Consultants, Inc., Civil Engineer; and Preston Trail Land Surveying, Surveyor (2100-2400 blocks of Shady Oaks Lane, 2300 block of Norwood Street, and 2600-2800 blocks of West Lamberth Road)

E. 4. * OTHER BUSINESS

Amending Final Plat Approval of Pebblebrook South, Phase II, being 8.653 acres in the Elizabeth Jones Survey, Abstract No. 625; Yousef B. Al-Ballam, Zakiah US, LLC, Owner; Greg Edwards Engineering Services, Engineer; and Cox Land Surveying Company, Surveyor (2200-2300 blocks of Peggey's Cove and Southridge Lane and 3400-3500 blocks of Dartmouth Lane)

E. 5. * OTHER BUSINESS

Amending Final Plat Approval of Pebblebrook South, Phase III, being 8.99 acres in the Elizabeth Jones Survey, Abstract No. 625; Yousef B. Al-Ballam, Zakiah US, LLC, Owners; GEES, Inc., Engineer; and Cox Land Surveying Company, Surveyor (2300 blocks of Peggey's Cove and Southridge Lane and 3400-3500 blocks of Hanan Street)

E. 6. * OTHER BUSINESS

Replat Approval of Lot 3 of Community USA Addition, being Lot 3, Block 1, Community USA Addition, containing 7.024 acres in the Elizabeth Jones Survey, Abstract No. 625; Sherman Storage I, LLC and Steve Palmer, Owners; and Helvey-Wagner Surveying, Inc., Surveyor [2105, 2107 and 2115 South F.M. 1417 (Heritage Parkway)]

E. 7. * OTHER BUSINESS

Replat Approval of the Alcoholic Services Addition, a Replat of Lot 1, Block 1, Helen Perkins Addition and Lot 6R, Block 1, Replat of Lots 1R and 3R, Block 1 of the Replat of Lot 2, Block 1, Helen Perkins Addition, being 4.328 acres in the Rueben Hendrix Survey, Abstract No. 504; Alcoholic Services of Texoma, Inc. and Lamance Properties, LP, Owners; and Helvey-Wagner Surveying, Inc., Surveyor (2411 Texoma Parkway)

E. 8. * OTHER BUSINESS

Replat Approval of Lots 3 & 4, Block 5, Western Hills Addition, Section 2, being a Part of the J.B. McAnair Survey, Abstract No. 763 and being all of Lots 3 & 4, Block 5, Western Hills Addition, Section 2, containing 1.56 acres; Thomas and Jean Flick and McDonald and Kaitlin Arnot, Owners; and Underwood Drafting & Surveying, Inc., Surveyor (1407 and 1411 Western Hills Drive)

E. 9. * OTHER BUSINESS

Consider Request of the 2017 Earth Day Planning Committee to Temporarily Close Certain Streets for the "9th Annual Earth Day Festival" on Saturday, April 22, 2017



City Council Regular Meeting

C.1.

Meeting Date: 03/20/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6198

Authorizing Execution of a Development Agreement with JRH Sherman, LLC for the Construction of Public Sanitary Sewer and Water Mains in Sherman Crossroads Medical, a 3.0522-acre Development North of F.M. 1417 along West Travis Street and the U.S. Highway 75 Service Road in the City of Sherman

Issue:

The construction of public facilities in Sherman Crossroads Medical, a 3.0522-acre development north of F.M. 1417, along West Travis Street and the U.S. Highway 75 service road in the City of Sherman

Background:

JRH Sherman, LLC proposes to construct a 3.0522-acre development north of F.M. 1417, along West Travis Street and the U.S. Highway 75 service road, which includes the construction of sanitary sewer mains and water mains

Origination:

Engineering Department

Financial Consideration:

The Development Fee to be paid by the developer for public inspection will be \$1,047.00.

Staff Recommendation:

Staff recommends approval and execution of the Development Agreement.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6198

Development Agreement

Final Plat - Sherman Crossroads Medical

Location Map

RESOLUTION NO. 6198

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH JRH SHERMAN, LLC FOR THE CONSTRUCTION OF PUBLIC SANITARY SEWER AND WATER MAINS IN SHERMAN CROSSROADS MEDICAL, A 3.0522-ACRE DEVELOPMENT NORTH OF F.M. 1417 ALONG WEST TRAVIS STREET AND THE U.S. HIGHWAY 75 SERVICE ROAD IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with JRH Sherman, LLC for the construction of public sanitary sewer and water mains in Sherman Crossroads Medical, a 3.0522-acre development north of F.M. 1417 along West Travis Street and the U.S. Highway 75 service road in the City of Sherman, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF SHERMAN AND JRH SHERMAN, LLC**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 6th day of March, 2017 (the "Effective Date"), by and among the City of Sherman ("City"), a municipal corporation organized under the laws of the State of Texas, JRH Sherman, LLC ("Developer").

WITNESSETH:

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

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

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

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

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

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

**ARTICLE I.
SPECIFIC CONTRACT PROVISIONS**

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

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

2. **Assurance of Accuracy of Documents:** Developer has caused the subdivision plat of the Property (the "plat") and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.
3. **Development Documents:** Upon the execution of this Agreement, Plat, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the subdivision depicted on the Plat (hereinafter the "Subdivision") are confirmed, ratified, and agreed upon by both parties and attached hereto as Exhibit "B". Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract, as applicable to the Subdivision; and all of the work of the Project will be done under the supervision of the City Engineer (as defined in Paragraph 8 of this Article) to City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement a part thereof for all purposes.
4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.
5. **Performance Bond:** No work shall be performed within the Subdivision until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. Such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Subdivision, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.
6. **Failure to Complete Development:** If the Developer does not complete the Improvements contained in the Development Documents on or before October 1, 2017 City may, at its election, use the Performance Bond to complete such Improvements. The date in this Paragraph may be extended by the mutual agreement of the parties. Such extension shall be in writing, as provided in Paragraph 13 of Article II.
7. **Availability of Public Facilities:** No public facilities will be made available to any lot within any segment of this Subdivision until the work on each segment is performed and approved as agreed upon in this Agreement.

8. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.
9. **City Engineer:** Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.
10. **Coordination of Work:** The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.
11. **Utility Arrangements:** The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.
12. **Fees:** Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.
13. **Guarantee or Maintenance Bond:**
 - A. If, within one year after the acceptance, defects should appear in the materials or workmanship, the Developer shall have such defects promptly repaired at its own expense, and shall leave the work as intended by the plans and specifications. This guarantee will apply to all parts of the work which have been accepted by the City.
 - B. Instead of the Guarantee set for in subparagraph (A) of this paragraph, Developer may provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The Bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.
14. **WAIVER OF RIGHTS UNDER STATE LAW:**
 - A. Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal

infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY SIGNATURE ON THIS AGREEMENT, DEVELOPER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. DEVELOPER AGREES THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

- B. BOTH DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AND WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN THE DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

15. **Other Provisions:**

- A. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.
- B. The Developer shall pay to the City an engineering plan review, inspection, and testing fee of \$ 1,047.00
- C. Developer agrees that the development, as set forth in the Contract Documents, will comply with all federal, state and local laws relating to the discharge of storm water upon completion of the development.

- D. Developer and City agree that any and all goods and services relative to infrastructure dedicated to the City are exempt from state and local sales tax in accordance with Texas Tax Code §§151.309 and 151.311.

ARTICLE II.

GENERAL CONTRACT PROVISIONS

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

notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

5. **Remedies Available to City.** If a default by Developer shall occur and continue, after thirty (30) day's notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.
6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity.
7. **Venue and Governing Law.** This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.
8. **Notices.** Any notice required by this Agreement shall be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if transmitted by facsimile or electronic transmission, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

CITY:

DESIGNEE: Clint Philpott, P.E.
ADDRESS: 220 W. Mulberry Street
Sherman, TX 75090
PHONE: 903-892-7327
FAX: 903-870-7802

DEVELOPER:

DESIGNEE: Jeff Harkinson
ADDRESS: 4560 Beltline Road, Suite 400
Addison, TX 75001
PHONE: (972) 934-8414
FAX: _____

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

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

Developer: JRH Sherman, LLC

BY: 

NAME: William J. Harkinson

TITLE: Member

ATTEST:

BY: 

NAME: Sheena Love

TITLE: Administrative Assistant

CITY: **CITY OF SHERMAN**

BY: _____
NAME: Robby Hefton
TITLE: City Manager

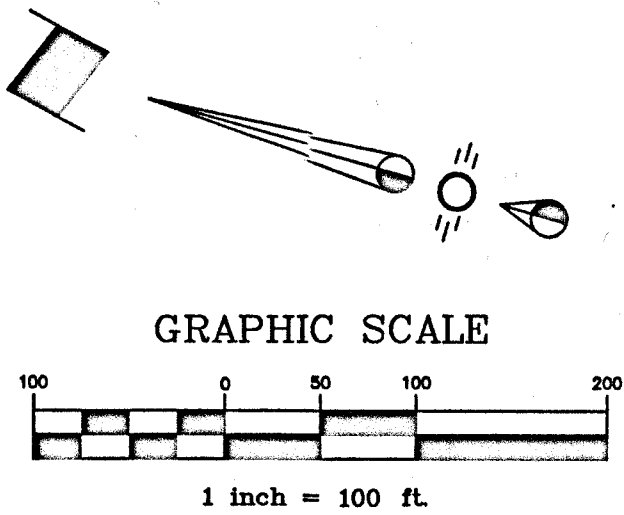
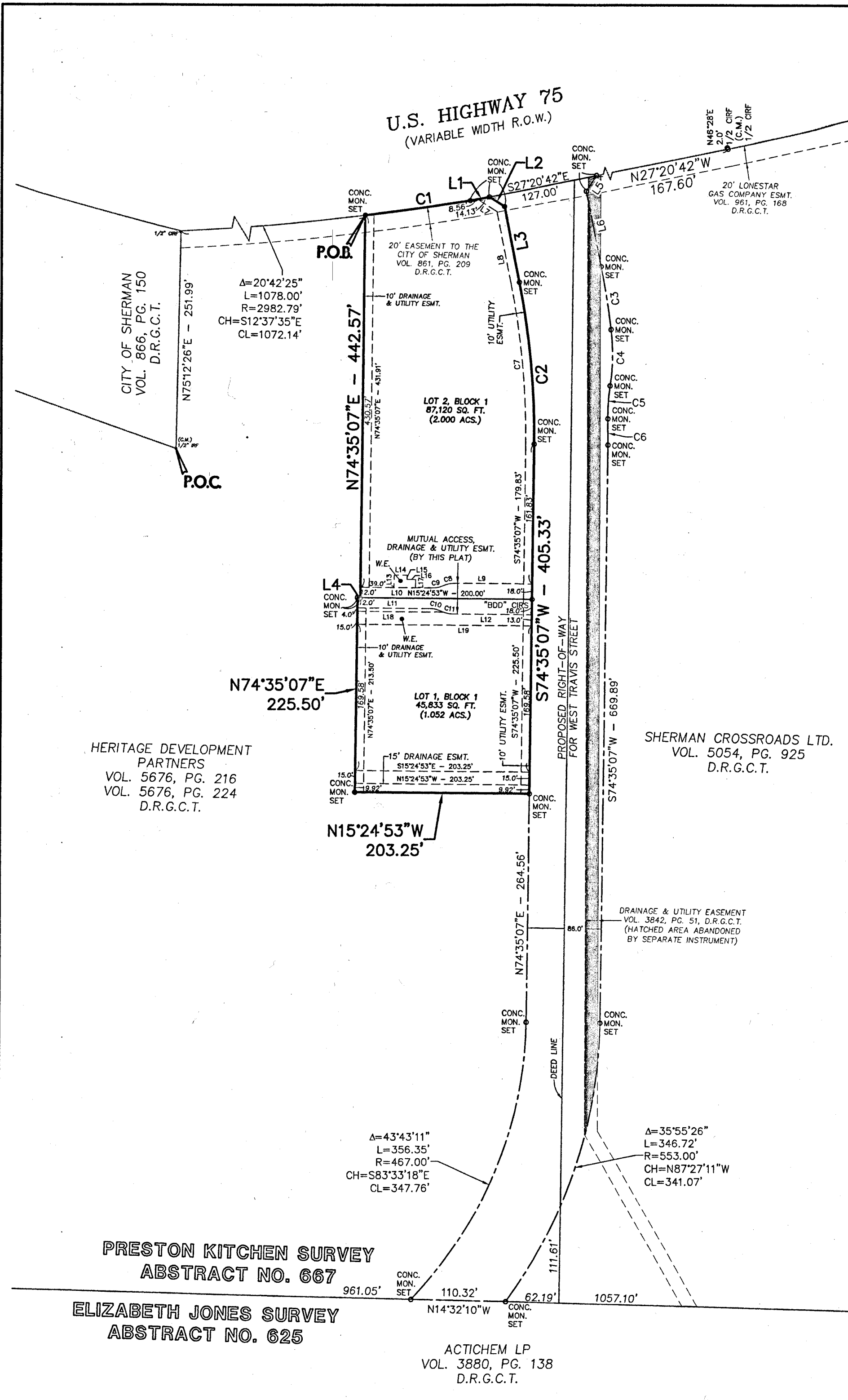
ATTEST: **BY:** _____
NAME: Linda Ashby
TITLE: City Clerk

APPROVAL RECOMMENDED:

Clint Philpott, P.E. / Director Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney



LEGEND

CONC. SET	CONCRETE SET
IRON ROD FOUND	IRON ROD FOUND
3/4-INCH IRON ROD IN CONCRETE SET	3/4-INCH IRON ROD IN CONCRETE SET
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
W.E.	WATER EASEMENT
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
---	TRACT LINE
---	BOUNDARY LINE

Line #	Direction	Length
L1	S27°20'42"E	22.70
L2	S17°41'14"W	21.20
L3	S62°43'11"W	90.08
L4	S15°24'53"E	3.25
L5	N72°18'46"W	21.23
L6	S62°43'11"W	90.19
L7	S17°41'14"W	27.04
L8	S62°43'11"W	85.94
L9	N15°24'53"W	90.00
L10	N15°24'53"W	83.85

Line #	Direction	Length
L11	S15°24'53"E	84.51
L12	S15°24'53"E	92.58
L13	S74°35'07"W	15.00
L14	N15°24'53"W	15.00
L15	S74°35'07"W	5.00
L16	S15°24'53"E	10.00
L17	S74°35'07"W	10.00
L18	S15°24'53"E	99.90
L19	N15°24'53"W	203.25

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	123.58	2982.79	2°22'26"	S24°10'01"E	123.57
C2	187.83	907.00	11°51'56"	S68°39'09"W	187.50
C3	73.91	1004.00	4°13'05"	S64°49'43"W	73.90
C4	65.48	235.00	15°57'57"	S74°55'15"W	65.27
C5	37.84	215.00	10°05'05"	S77°51'41"W	37.79
C6	30.61	993.00	1°45'58"	S73°42'07"W	30.61
C7	185.76	897.00	11°51'56"	S68°39'09"W	185.43
C8	13.53	30.00	25°50'17"	N28°20'16"W	13.41
C9	13.53	30.00	25°50'31"	N28°20'09"W	13.42
C10	13.53	30.00	25°50'31"	S02°29'38"E	13.42
C11	13.53	30.00	25°50'31"	S02°29'38"E	13.42

AMENDING FINAL PLAT
SHERMAN CROSSROADS MEDICAL
 LOTS 1 & 2, BLOCK 1
 AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
 BEING A PORTION OF A 44830 ACRE TRACT
 AND BEING SITUATED IN THE
 PRESTON KITCHEN SURVEY, ABSTRACT NO. 667
 CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

OWNER:
 HERITAGE DEVELOPMENT PARTNERS, LLC
 2600 N. U.S. HIGHWAY 75
 SHERMAN, TEXAS 75090

SURVEYORS:
 BROCKETTE/DAVIS/DRAKE, INC.
 Civil & Structural Engineering Surveying
 4144 North Central Expressway, Suite 1100
 Dallas, Texas 75204
 (214) 824-3647
 fax (214) 824-7064

OWNER'S CERTIFICATE
 STATE OF TEXAS
 COUNTY OF GRAYSON

WHEREAS HERITAGE DEVELOPMENT PARTNERS, LLC, are owners of a 3.0522 acre tract of land situated in the Preston Kitchen Survey, Abstract Number 667, City of Sherman, Grayson County, Texas and being part of that tract of land conveyed to Heritage Development Partners, LLC by Special Warranty Deed, recorded in Volume 5676, Page 216 and Volume 5676, Page 224 of the Deed Records, Grayson County, Texas (D.R.G.C.T.), and also being part of that tract of land conveyed to Sherman Crossroads Ltd. by Special Warranty Deed with Vendor's Lien, recorded in Volume 5054, Pg. 925 (D.R.G.C.T.) and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found for the southwest corner of a tract of land conveyed to the City of Sherman, recorded in Volume 866, Page 150 (D.R.G.C.T.), same being in the North line of said Heritage Development Partners tract;

THENCE, N 75°12'26" E, along the South line of said City of Sherman tract and the North line of said Heritage Development Partners tract, a distance of 251.99 feet to a point for corner from which a 1/2-inch unreadable capped iron rod found bears N 71°10' W, 1.1 feet, said capped iron rod being the southeast corner of said City of Sherman tract and in the West line of Interstate Highway 75 (variable width R.O.W.) and a non-tangent curve to the left;

Along said non-tangent curve to the left and the West line of said Interstate Highway 75, same being the East line of said Heritage Development Partners tract, through a central angle of 20°42'25", an arc length of 1078.00 feet, having a radius of 2982.79 feet, and a chord bearing and distance of S 12°37'35" E, 1072.14 feet to a concrete monument set in a non-tangent curve to the left and the POINT OF BEGINNING;

Along said non-tangent curve to the left, through a central angle of 02°22'26", an arc length of 123.58 feet, having a radius of 2982.79 feet, and a chord bearing and distance of S 24°10'01" E, 123.57 feet to a concrete monument set for corner;

THENCE S 27°20'42" E, continuing along the West line of Interstate Highway 75, a distance of 22.70 feet to a concrete monument set for corner;

THENCE S 62°43'11" W, a distance of 90.08 feet to a concrete monument set at the beginning of a tangent curve to the right;

Along said tangent curve to the right, through a central angle of 11°51'56", an arc length of 187.83 feet, having a radius of 907.00 feet, and a chord bearing and distance of S 68°39'09" W, 187.50 feet to a concrete monument set for corner;

THENCE S 74°35'07" W, a distance of 405.33 feet to a concrete monument set for corner;

THENCE N 15°24'53" W, a distance of 203.25 feet to a concrete monument set for corner;

THENCE N 74°35'07" E, a distance of 225.50 feet to a concrete monument set for corner;

THENCE S 15°24'53" E, a distance of 3.25 feet to a concrete monument set for corner;

THENCE N 74°35'07" E, a distance of 442.57 feet to the POINT OF BEGINNING in the aforementioned West line of said Interstate Highway 75, containing 132,953 square feet or 3.0522 acres of land, more or less.

OWNER'S CERTIFICATE OF DEDICATION:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That HERITAGE DEVELOPMENT PARTNERS, LLC, acting by and through its duly authorized agent, does hereby adopt this plat designating the herein described real property as SHERMAN CROSSROADS MEDICAL, on addition to the City of Sherman, Grayson County, Texas, being 3.0063 acres situated in and being a portion of the Preston Kitchen Survey, Abstract No. 667, City of Sherman, Grayson County, Texas and does hereby dedicate to the public's use forever, the streets, alleys, parks, right-of-ways, school sites and other public places, easements shown thereon.

WITNESS, my hand at Sherman, Grayson County, Texas, this 22nd day of February, 2017.

HERITAGE DEVELOPMENT PARTNERS, LLC

By: Richard Jelsma
 Richard Jelsma, Manager

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, on this day personally appeared Richard Jelsma, Manager, known to me by the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22nd day of February, 2017.

Shwella Seagraves
 Notary Public in and for the State of Texas

My Commission Expires On: November 9, 2017

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Stanley Ray Felts, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Stanley Ray Felts
 Registered Professional Land Surveyor, No. 4625
 FEBRUARY, 2017

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Stanley Ray Felts, known to me by the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20th day of February, 2017.

Denise A. Hunter
 Notary Public in and for the State of Texas

05-25-2017
 My Commission Expires On:

STATE OF TEXAS
COUNTY OF GRAYSON

Approved this 20th day of February, 2017, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Shirley Chairman
Scott Shadden Secretary

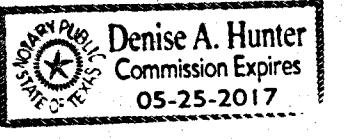
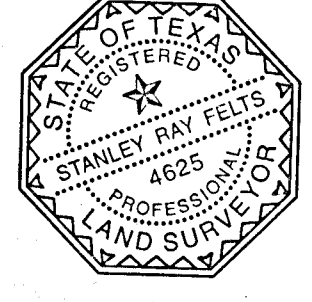
Accepted by the City Council of the City of Sherman:

Shirley Mayor
Scott Shadden Secretary

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing final plat of SHERMAN CROSSROADS MEDICAL, to the City of Sherman, was submitted to the City Council on the 12th day of February, 2017, 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 not the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this 28th day of February, A.D. 2017.

Linda Ashby
 City Clerk, City of Sherman, Texas



AMENDING FINAL PLAT
SHERMAN CROSSROADS MEDICAL
 LOTS 1 & 2, BLOCK 1

AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
 BEING A PORTION OF A 44830 ACRE TRACT
 AND BEING SITUATED IN THE
 PRESTON KITCHEN SURVEY, ABSTRACT NO. 667
 CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

OWNER:
 HERITAGE DEVELOPMENT PARTNERS, LLC
 2600 N. U.S. HIGHWAY 75
 SHERMAN, TEXAS 75090

SURVEYORS:
 BROCKETTE/DAVIS/DRAKE, INC.
 Civil & Structural Engineering Surveying
 4144 North Central Expressway, Suite 1100
 Dallas, Texas 75204
 (214) 824-3647
 fax (214) 824-7064

This is an aerial map of a residential area, likely in Texas, showing property boundaries, lot numbers, and street layouts. The map includes several streets: Travis, Sam Rayburn, US HWY 75, FM 1417, and Home. A yellow circle highlights a specific lot near the intersection of Travis and Sam Rayburn. The map also shows various pipe sizes (e.g., 6", 8", 10", 12", 16", 20", 24") and lot numbers (e.g., 125373, 167094, 167137, 167139, 167140, 167141, 167142, 167143, 167144, 167145, 167146, 167147, 167148, 167149, 167150, 167151, 167152, 167153, 167154, 167155, 167156, 167157, 167158, 167159, 167160, 167161, 167162, 167163, 167164, 167165, 167166, 167167, 167168, 167169, 167170, 167171, 167172, 167173, 167174, 167175, 167176, 167177, 167178, 167179, 167180, 167181, 167182, 167183, 167184, 167185, 167186, 167187, 167188, 167189, 167190, 167191, 167192, 167193, 167194, 167195, 167196, 167197, 167198, 167199, 167200, 167201, 167202, 167203, 167204, 167205, 167206, 167207, 167208, 167209, 167210, 167211, 167212, 167213, 167214, 167215, 167216, 167217, 167218, 167219, 167220, 167221, 167222, 167223, 167224, 167225, 167226, 167227, 167228, 167229, 167230, 167231, 167232, 167233, 167234, 167235, 167236, 167237, 167238, 167239, 167240, 167241, 167242, 167243, 167244, 167245, 167246, 167247, 167248, 167249, 167250, 167251, 167252, 167253, 167254, 167255, 167256, 167257, 167258, 167259, 167260, 167261, 167262, 167263, 167264, 167265, 167266, 167267, 167268, 167269, 167270, 167271, 167272, 167273, 167274, 167275, 167276, 167277, 167278, 167279, 167280, 167281, 167282, 167283, 167284, 167285, 167286, 167287, 167288, 167289, 167290, 167291, 167292, 167293, 167294, 167295, 167296, 167297, 167298, 167299, 167300, 167301, 167302, 167303, 167304, 167305, 167306, 167307, 167308, 167309, 167310, 167311, 167312, 167313, 167314, 167315, 167316, 167317, 167318, 167319, 167320, 167321, 167322, 167323, 167324, 167325, 167326, 167327, 167328, 167329, 167330, 167331, 167332, 167333, 167334, 167335, 167336, 167337, 167338, 167339, 167340, 167341, 167342, 167343, 167344, 167345, 167346, 167347, 167348, 167349, 167350, 167351, 167352, 167353, 167354, 167355, 167356, 167357, 167358, 167359, 167360, 167361, 167362, 167363, 167364, 167365, 167366, 167367, 167368, 167369, 167370, 167371, 167372, 167373, 167374, 167375, 167376, 167377, 167378, 167379, 167380, 167381, 167382, 167383, 167384, 167385, 167386, 167387, 167388, 167389, 167390, 167391, 167392, 167393, 167394, 167395, 167396, 167397, 167398, 167399, 167400, 167401, 167402, 167403, 167404, 167405, 167406, 167407, 167408, 167409, 167410, 167411, 167412, 167413, 167414, 167415, 167416, 167417, 167418, 167419, 167420, 167421, 167422, 167423, 167424, 167425, 167426, 167427, 167428, 167429, 167430, 167431, 167432, 167433, 167434, 167435, 167436, 167437, 167438, 167439, 167440, 167441, 167442, 167443, 167444, 167445, 167446, 167447, 167448, 167449, 167450, 167451, 167452, 167453, 167454, 167455, 167456, 167457, 167458, 167459, 167460, 167461, 167462, 167463, 167464, 167465, 167466, 167467, 167468, 167469, 167470, 167471, 167472, 167473, 167474, 167475, 167476, 167477, 167478, 167479, 167480, 167481, 167482, 167483, 167484, 167485, 167486, 167487, 167488, 167489, 167490, 167491, 167492, 167493, 167494, 167495, 167496, 167497, 167498, 167499, 167500, 167501, 167502, 167503, 167504, 167505, 167506, 167507, 167508, 167509, 167510, 167511, 167512, 167513, 167514, 167515, 167516, 167517, 167518, 167519, 167520, 167521, 167522, 167523, 167524, 167525, 167526, 167527, 167528, 167529, 167530, 167531, 167532, 167533, 167534, 167535, 167536, 167537, 167538, 167539, 167540, 167541, 167542, 167543, 167544, 167545, 167546, 167547, 167548, 167549, 167550, 167551, 167552, 167553, 167554, 167555, 167556, 167557, 167558, 167559, 167560, 167561, 167562, 167563, 167564, 167565, 167566, 167567, 167568, 167569, 167570, 167571, 167572, 167573, 167574, 167575, 167576, 167577, 167578, 167579, 167580, 167581, 167582, 167583, 167584, 167585, 167586, 167587, 167588, 167589, 167590, 167591, 167592, 167593, 167594, 167595, 167596, 167597, 167598, 167599, 167600, 167601, 167602, 167603, 167604, 167605, 167606, 167607, 167608, 167609, 167610, 167611, 167612, 167613, 167614, 167615, 167616, 167617, 167618, 167619, 167620, 1676

1 inch = 1,000 feet



City Council Regular Meeting

C.2.

Meeting Date: 03/20/2017

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6199

Authorizing Execution of a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Design of the Sherman Northwest Sewer Line, Lift Station and Force Main Improvements

Issue:

To consider a contract for professional engineering services with Freeman-Millican, Inc. for the design of the sewer main revisions, lift station construction, and force main construction to serve the northwest portion of the City (Preston Club)

Background:

The City of Sherman proposes to annex the Preston Club subdivision, at the request of area property owners. To provide proper sewer service to the area, it will be necessary to construct improvements to transport the area's wastewater to the City's collection system. Gravity sewer mains within the subdivision and to a lift station will be required. A lift station and force main will be required to transport the area's wastewater to the City's nearest gravity sewer.

The improvements will eliminate the need to operate an onsite wastewater plant and will provide wastewater services to the Preston Club subdivision and to the surrounding area for future development. This project will open up for development this important intersection of two highways, as the area would be served with both water and sewer infrastructure as a result of this project.

Origination:

Utilities Administration Department #710

Financial Consideration:

The fee for engineering services will be \$194,000.00; surveying costs are estimated to be \$35,000.00; and geotechnical services are estimated to cost \$5,230.00. These services will be provided by separate companies.

Staff Recommendation:

It is recommended that the contract for professional engineering services with Freeman-Millican, Inc. to design the Sherman Northwest Sewer Line, Lift Station and Force Main improvements be approved. Approval for funding of surveying and geotechnical services is also recommended.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6199

Engineering Services Agreement

Aerial Location Map

RESOLUTION NO. 6199

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE DESIGN OF THE SHERMAN NORTHWEST SEWER LINE, LIFT STATION AND FORCE MAIN IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Design of the Sherman Northwest Sewer Line, Lift Station and Force Main improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the CITY OF SHERMAN, a Home-Rule Municipality, organized and existing under the laws of the state of Texas, hereinafter referred to as "City", and, Freeman-Millican, Inc. hereinafter referred to as "Engineer", to be effective upon the date indicated below.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **Sherman Northwest Sewer Line, Lift Station, and Force Main Project** in the City of Sherman, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

1. **Employment of the Engineer.** The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.
2. **Scope of Work.** The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "1", which is attached hereto and made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City. Engineer agrees to submit all final documents in a form acceptable to the City.
3. **Time of the Essence.** Time is of the essence. Engineer agrees to commence work immediately upon execution of this Agreement and to proceed diligently to completion except for delays beyond Engineer's reasonable control.
4. **Compensation and Method of Payment.** The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount described and set forth in Exhibit "1".
5. **Access to the Site.** City agrees to provide access to the Project area necessary or Engineer to complete his work.
6. **Insurance.** Engineer agrees to procure the following insurance:
 - a. Workers' Compensation as required by law.
 - b. Professional Liability Insurance in an amount not less than \$1,000,000 in the aggregate.

c. Comprehensive General Liability and Property Damage Insurance with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence of damage to or destruction of property.

d. Comprehensive Automobile and Truck Liability Insurance covering owned, hired, and non-owned vehicles, with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for property damage.

e. The Engineer shall include the City as an additional insured under the policies, with the exception of the Professional Liability Insurance and Workers' Compensation. Certificates of Insurance and endorsements shall be furnished to the City before work commences. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, and/or reduced in coverage or in limits ("Change in Coverage") except with prior written consent of the City and only after the City has been provided with written notice of such Change in Coverage, such notice to be sent to the City either by hand delivery to the City Manager or by certified mail, return receipt requested, and received by the City no fewer than thirty (30) days prior to the effective date of such Change in Coverage. Prior to commencing services under this Contract, Engineer shall furnish City with Certificates of Insurance, or formal endorsements as required by this Contract, issued by Engineer's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this Contract are in full force and effect.

7. Indemnity and Duty to Defend.

a. Engineer shall release, defend, indemnify and hold city and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by engineer and to the extent caused by the negligent act or omission or intentional wrongful act or omission of engineer, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom engineer is legally responsible. This agreement does not waive, nor shall it be deemed to waive, any immunity or defense, including, but not limited to Governmental immunity that would otherwise be available to the city against claims arising from the exercise of governmental powers and functions.

b. Engineer is expressly required to defend the City against all Claims for which the City becomes liable. In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Engineer in fulfilling its obligation hereunder to defend and indemnify City, unless such a right is expressly waived by City in writing by the City Manager, approved by the City Attorney, and properly authorized by the City's Council. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Engineer's obligation to defend the City or as a waiver of Engineer's obligation to indemnify the City pursuant to this Contract. Engineer shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Engineer fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Engineer shall be liable for all costs incurred by City in defense of Claims for which Engineer is liable under this Paragraph.

c. This indemnification and duty to defend is subject to and does not waive any governmental immunity available to the City under Texas law, and any defenses of the parties

under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

8. **Independent Contractor.** Engineer is an independent contractor and not an officer, agent, servant or employee of City. Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

9. **Assignment and Subletting.** The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

10. **Contract Termination.** The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination. In the event this Agreement is terminated, the City shall have the option of entering into an Agreement with another party for the completion of the work.

11. **Ownership of Documents.** Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefore for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Paragraph 10, Engineer will revise drawings, if necessary, and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. Engineer also acknowledges that such information shall become subject to the Public Information Laws of this State and that Engineer agrees to waive any copyright claims to the information once the information is submitted to the City.

12. **Complete Contract.** This Agreement, including Exhibit "1", constitutes the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. To the extent that any of the provisions in Exhibit "1" conflicts with this Agreement, the provisions in the Agreement control over the provisions in the exhibit(s). This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

13. **Mailing of Notices.** Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Director of Utilities
City of Sherman
P.O. Box 1106
Sherman, TX. 75090

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Richard Dormier
Freeman-Millican, Inc.
12160 N. Abrams Rd., Suite 508
Dallas, Texas 75243

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

14. **Miscellaneous.**

a. **Paragraph Headings.** The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

b. **Contract Interpretation.** Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

c. **Venue/Governing Law.** The parties agree that the laws of the State of Texas shall govern this Agreement. Exclusive venue shall lie in Grayson County, Texas.

d. **Successors and Assigns.** City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

e. **Severability.** In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

f. **Effective Date.** This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

CITY OF SHERMAN

BY _____
Robby Hefton
City Manager

DATE _____

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

ENGINEER:
Freeman-Millican, Inc.

BY  _____
Larry J. Freeman, P.E.
Chairman of the Board

DATE 03/14/2017

EXHIBIT "1"
ENGINEERING SERVICES AGREEMENT

City of Sherman, Texas
Sherman Northwest Sewer Line, Lift Station, and Force Main Project
Scope of Professional Services

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER'S professional engineering representative for the Project as set forth below, and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

OWNER intends to construct, through Prime Contractor(s) the Sherman Northwest Sewer Line, Lift Station, and Force Main Project, hereinafter called the "Project".

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 GENERAL

1.1.1 ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical, and electrical engineering services and customary architectural services incidental thereto. A study phase of process options shall be the initial phase of this project.

1.2 PRELIMINARY DESIGN PHASE

After authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

- 1.2.1 In consultation with OWNER, determine the extent of the Project.
- 1.2.2 Advise OWNER as to the necessity of OWNER'S providing, or obtaining from others, data or services of the types described in paragraph 3.3, and act as OWNER'S representative in connection with any such services.
- 1.2.3 Prepare preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications.
- 1.2.4 Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.
- 1.2.5 Furnish 3 copies of the above preliminary design documents and present and review them in person with OWNER.

1.3 FINAL DESIGN PHASE

After authorization to proceed with the Final Design Phase, ENGINEER shall:

- 1.3.1 On the basis of comments from the review of the preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract

Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

- 1.3.2 Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.
- 1.3.4 Prepare for review and approval by OWNER, his legal counsel, and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.3.5 Submit plans, specifications, and contract documents to applicable regulatory agencies for approval.
- 1.3.6 Furnish 3 copies of the above documents and present and review them in person with OWNER. Make any needed final revisions.

1.4 BIDDING PHASE

After authorization to proceed with the Bidding Phase, ENGINEER shall:

- 1.4.1 Assist OWNER in obtaining bids for each separate prime contract for construction, materials, equipment, and services.
- 1.4.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.4.3 Prepare a tabulation of bids and assist OWNER in evaluating bids and in assembling and awarding contracts.

1.5 CONSTRUCTION PHASE

During the Construction Phase ENGINEER shall:

- 1.5.1 Consult with and advise OWNER and act as his representative as provided in the General Conditions of the Construction Contract. All of OWNER'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said General Conditions except as otherwise provided in writing.
- 1.5.2 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be

required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER'S efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work and shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

- 1.5.3 Review Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and general compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
- 1.5.4 Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as OWNER'S representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.
- 1.5.5 Based on ENGINEER'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts: such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any

lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

- 1.5.6 Conduct in company with OWNER, an inspection to determine if the Project is substantially complete and a final inspection for compliance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.5.5.
- 1.5.7 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.5.1 through 1.5.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.
- 1.5.8 Revise contract drawings (unless redrawing is required), with the assistance of the OWNER and Contractor(s), and furnish two set in Adobe Acrobat Portable Document Format (pdf).

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 GENERAL

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services

- 2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.1.3 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER'S control.
- 2.1.4 Providing renderings or models for OWNER'S use.
- 2.1.5 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental

thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

- 2.1.6 Services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER'S contracts for such services.
- 2.1.7 Provide staking to enable Contractor(s) to proceed with their work and providing other special field surveys.
- 2.1.8 Services during out-of-town travel required of ENGINEER other than visits to the site and OWNER'S office as required by SECTION 1 and authorized by OWNER.
- 2.1.9 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.10 Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing, adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.11 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.12 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 2.1.13 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.
- 2.1.14 Preparation of property descriptions.
- 2.1.15 Additional copies of reports (over agreed number) and additional sets of Contract Documents (over agreed number).
- 2.1.16 Services of a resident Project representative, and other field personnel as required, for on-the-site observation of construction.
- 2.1.17 Any other special or miscellaneous assignments specifically authorized by OWNER.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish

copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish to ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations not covered in SECTION 2; all of which ENGINEER may rely upon in performing his services.
- 3.4 Provide field control surveys and establish reference points and base lines to enable Contractor(s) to proceed with the layout of the work.
- 3.5 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 3.6 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.8 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.9 Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.
- 3.10 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of Contractor(s).

- 3.11 Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.12 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.
- 4.2 After acceptance by OWNER of the ENGINEER'S Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s) (except as may be otherwise required to complete the services called for in paragraph 6.1.2.5).
- 4.3 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written approval by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.
- 4.4 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER'S services and his various rates of compensation shall be adjusted appropriately.
- 4.5 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 90 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.
- 4.6 If ENGINEER'S services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER'S control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER'S control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

- 4.7 In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER'S services during the Final Design, Bidding and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1.1 For Basic Services

OWNER shall pay ENGINEER for Basic Services rendered under SECTION 1 and as further identified in Exhibit "A" as the preliminary engineering phase, final design phase, bidding phase and construction phase a lump sum in the amount of \$194,000.00.

OWNER shall pay ENGINEER \$5,230.00 for one boring geotechnical investigation and limited boring log and field test result report.

5.1.2 For Additional Services

OWNER shall pay ENGINEER for Additional Services rendered under SECTION 2 as follows:

5.1.2.1 General

For Additional Services rendered under paragraphs 2.1.1 through 2.1.17, inclusive (except services covered by paragraph 2.1.5 and services as a consultant or witness under paragraph 2.1.12), payment will be at the hourly rates in Exhibit "B".

5.1.2.2 Special Consultants

For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.5 or 2.1.17, the amount billed to ENGINEER therefor times a factor of 1.10

5.1.2.3 Serving as a Witness

For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.1.12, at the rate of \$ 2,500 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in paragraph 5.1.2.1).

5.1.3 As used in this paragraph 5.1 the term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.4.

5.2 TIMES OF PAYMENTS

- 5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for reimbursable Expenses incurred. The statements will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.
- 5.2.2 Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services:

Phase	Percent of Basic Services
Preliminary Design	10%
Final Design	63%
Bidding or Negotiating	9%
Construction	18%
TOTAL	100%

5.3 OTHER PROVISIONS CONCERNING PAYMENTS

5.3.1 Changes in Project Scope

In the event the OWNER changes the scope of the project after the commencement of the Final Design Phase and such changes render the work unusable that has been performed to the date of the change in project scope, ENGINEER will be paid for services rendered during that phase to the date of notice of the change in project scope at the hourly rates in Exhibit "B" for services rendered by principals and employees assigned to the Project during that phase to date of notice of the change in project scope. In the event of any such change in scope, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

In the event the OWNER changes the scope of the project after the commencement of the Final Design Phase and such changes require the Engineer to modify, redesign or otherwise change engineering work that has been completed or partially completed at the date of the change in scope, ENGINEER will be paid for services required to modify, redesign or otherwise change completed engineering work to meet the requirements of the revised scope of services at the hourly rates in Exhibit "B" for principals and employees assigned to the Project. In the event of any such change in scope, ENGINEER will be paid for all Additional Services and Reimbursable Expenses required to make the above stated changes. Before making changes to the engineering work under this provision, the ENGINEER shall submit an estimate of the cost of making the changes under this paragraph. The ENGINEER shall not begin making changes to the engineering work until authorized by the OWNER.

5.3.2 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER'S bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.3 In the event of termination by OWNER, upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase at the hourly rates in Exhibit "B" for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination, which shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:

20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or

10% if termination occurs after commencement of the Final Design Phase.

5.4 DEFINITIONS

5.4.1 Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, and similar Project related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 - OPINIONS OF COST

6.1 OPINIONS OF COST

6.1.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding Phase OWNER wishes greater assurance as to Project or Construction Cost he shall employ an independent cost estimator as provided in paragraph 3.8. If a

Construction Cost limit is established by written agreement between OWNER and ENGINEER, the following will apply:

- 6.1.1.1 The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Project or Construction Cost in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.
- 6.1.1.2 Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.
- 6.1.1.3 ENGINEER will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments in the extent of the Project to bring it within the cost limit.
- 6.1.1.4 If the Bidding Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.
- 6.1.1.5 If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's extent or quality. In the case of (3), ENGINEER shall, without additional charge, modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. The providing of such service will be the limit of ENGINEER'S responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 REUSE OF DOCUMENTS

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 8.1 The following Exhibits are attached to and made a part of this Exhibit 1:
Exhibit "A" Scope of Work and Exhibit "B" – Freeman-Millican, Inc. - Hourly Rate

Exhibit "A"

SHERMAN NORTHWEST SEWER LINE, LIFT STATION, AND FORCE MAIN PROJECT

SCOPE OF WORK

PRELIMINARY DESIGN

Refine sewer and force main alignment, and locate lift station.
Make preliminary identification of property owners and property lines, and review preliminary alignment with Sherman.
Assist City in obtaining permission from property owners to survey and clear brush.
Identify alignment of sewer and force main on site for City contracted surveyor who will perform preliminary and design surveys.
Coordinate with City contracted surveyor during surveying.
Adjust alignment and review with Sherman.
Coordinate with City contracted surveyor who will develop sewer, force main, and access easement descriptions, and lift station site description.
Assist City with easement acquisition.
Provide lift station geotechnical investigation.

DESIGN PHASE

Define sewer sheds and project type of development.
Determine sewer flows and LS capacity.
Design sewer sizes and slopes.
Design pump size and wet-well dimensions.
Design wet-well, piping, valves and valve vault.
Determine prequalified pump and equipment vendors.
Design force main.
Review design with Sherman.
Design aerial creek crossings.
Develop TCEQ required design report.
Design US 82 Sewer bore crossing and develop drawings.
Design US 82 and US 289 force main bore crossings and develop drawing.
Obtain TxDOT permits.
Design FM county road crossing and develop drawings.
Obtain county permits.
Design wet well foundation and pump bases.
Develop sewer plan & profile drawing.
Develop force main plan drawings.
Develop sewer and force main detail drawing.
Develop lift station drawings.
Develop technical specifications for sewer line.
Develop technical specifications for force main.
Develop technical specifications for lift station.
Design lift station site access road specifications and drawings.

Develop lift station site and access road drainage plans, specification and drawings.

Develop proposals, front end bid document, contracts and specification.

Review bid document with Sherman and TCEQ and make revisions.

Develop documents for bidding pumps & equipment.

Develop cover and general drawings.

ELECTRICAL & CONTROLS

Develop lift station site 3 phase electrical service routing coordinate with GCEC.

Develop application for new electrical service and coordinate with GCEC.

Design one line electrical diagram and load distribution drawings.

Design back-up generator and automatic transfer equipment and drawings.

Develop design and drawings for LS site lighting.

Design power switch, VFDs and panels with operator station & drawings.

Design control panel, level sensors and equipment with drawing.

Design SCADA.

Design grounding & lightning protection system with drawings.

Design wiring/conduits from service meter to switch to control panel to pumps & equip.

Identify and review control issues with Sherman staff.

Develop Electrical and I&C detail drawing.

Develop electrical and I&C technical specifications.

BIDDING

Revise bid documents and print for bidding.

Respond to vendor request for information and bid documents.

Develop and provide addendums as needed.

Conduct a pre-bid conference.

Open bids and develop bid tabulation.

Evaluate bids and make award recommendations.

Attend meeting for contract award.

Develop purchase and construction contract for execution.

CONSTRUCTION

Conduct preconstruction conference.

Review contractor submittals on all equip, piping, electrical, O&M manuals, etc.

Perform monthly site reviews and review pay applications.

Attend construction meetings and make site visits.

Respond to contractor request for information.

Review and process any required changes.

Participate in start-up and equipment check-out.

Attend final inspection & punch development.

Make record drawings per contractor as built mark-ups drawings.

Provide close out documentation per Owner requirements.

EXHIBIT "B"

Freeman-Millican, Inc.
2016 Standard Billing Rates

Employee Category	Rate	Billing Unit
Principal Engineer	\$ 185.00	per hour
RPLS	170.00	per hour
Senior Planner	165.00	per hour
Senior Engineer	165.00	per hour
Associate Engineer	150.00	per hour
Associate Planner	150.00	per hour
Architect	140.00	per hour
Senior Project Engineer	135.00	per hour
Project Engineer	120.00	per hour
Planner	120.00	per hour
Engineer-in-Training (EIT)	100.00	per hour
Designer	90.00	per hour
CAD Technician	75.00	per hour
Clerical	50.00	per hour
GPS Surveying	140.00	per hour
Surveying - Field Support	60.00	per hour
Mileage (IRS Allowable)	0.55	per mile





City Council Regular Meeting

C.3.

Meeting Date: 03/20/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6200**

Authorizing Execution of a Development Agreement with Joe Gilbert Construction, LLC. for the Construction of Public Sanitary Sewer and Water Mains in the Replat of Hickory Estates, Lots 1R-9R, a 1.306-acre Subdivision South of U.S. Highway 82 along Hickory Street in the City of Sherman

Issue:

The construction of public sanitary sewer and water mains in the Replat of Hickory Estates, Lots 1R-9R, a 1.306-acre subdivision south of U.S. Highway 82 along Hickory Street

Background:

Joe Gilbert Construction, LLC proposes to construct a 1.306 acre subdivision south of U.S. Highway 82 along Hickory Street, which includes the construction of public sanitary sewer and water mains.

Origination:

Engineering Department

Financial Consideration:

The Development Agreement Fee of \$5,096.40 will be paid to the City by the Developer for inspection costs.

Staff Recommendation:

Staff recommends approval of the Development Agreement.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6200

Development Agreement

Replat Hickory Estates Plat

Location Map

RESOLUTION NO. 6200

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH JOE GILBERT CONSTRUCTION, LLC. FOR THE CONSTRUCTION OF PUBLIC SANITARY SEWER AND WATER MAINS IN THE REPLAT OF HICKORY ESTATES, LOTS 1R-9R, A 1.306-ACRE SUBDIVISION SOUTH OF U.S. HIGHWAY 82 ALONG HICKORY STREET IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with Joe Gilbert Construction, LLC. for the construction of public sanitary sewer and water mains in the Replat of Hickory Estates, Lots 1R-9R, a 1.306-acre subdivision south of U.S. Highway 82 along Hickory Street in the City of Sherman, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

OF TEXAS §
COUNTY OF GRAYSON §

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF SHERMAN AND JOE GILBERT CONSTRUCTION, LLC**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 20th day of March, 2017 (the "Effective Date"), by and among the City of Sherman ("City"), a municipal corporation organized under the laws of the State of Texas, Joe Gilbert Construction, LLC, ("Developer").

WITNESSETH:

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

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

WHEREAS, Developer owns or controls lands located in Sherman, Texas, and described to the City by the Developer as the Replat of Hickory Estates, Lots 1R-9R, and attached hereto and made a part hereof as if fully set out in this paragraph as Exhibit "A" and hereinafter referred to as the "Property", and Developer intends to develop the Property by constructing improvements thereon; and

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

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

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

**ARTICLE I.
SPECIFIC CONTRACT PROVISIONS**

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

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

2. **Assurance of Accuracy of Documents:** Developer has caused the subdivision plat of the Property (the "plat") and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.
3. **Development Documents:** Upon the execution of this Agreement, Plat, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the subdivision depicted on the Plat (hereinafter the "Subdivision") are confirmed, ratified, and agreed upon by both parties and attached hereto as Exhibit "B". Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract, as applicable to the Subdivision; and all of the work of the Project will be done under the supervision of the City Engineer (as defined in Paragraph 8 of this Article) to City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement a part thereof for all purposes.
4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.
5. **Performance Bond:** No work shall be performed within the Subdivision until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. Such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Subdivision, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.
6. **Failure to Complete Development:** If the Developer does not complete the Improvements contained in the Development Documents on or before October 1, 2017, City may, at its election, use the Performance Bond to complete such Improvements. The date in this Paragraph may be extended by the mutual agreement of the parties. Such extension shall be in writing, as provided in Paragraph 13 of Article II.
7. **Availability of Public Facilities:** No public facilities will be made available to any lot within any segment of this Subdivision until the work on each segment is performed and approved as agreed upon in this Agreement.

Registered Civil Engineer: All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.

9. **City Engineer:** Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.
10. **Coordination of Work:** The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.
11. **Utility Arrangements:** The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.
12. **Fees:** Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.
13. **Guarantee or Maintenance Bond:**
 - A. If, within one year after the acceptance, defects should appear in the materials or workmanship, the Developer shall have such defects promptly repaired at its own expense, and shall leave the work as intended by the plans and specifications. This guarantee will apply to all parts of the work which have been accepted by the City.
 - B. Instead of the Guarantee set for in subparagraph (A) of this paragraph, Developer may provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The Bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.
14. **WAIVER OF RIGHTS UNDER STATE LAW:**
 - A. Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal

infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY SIGNATURE ON THIS AGREEMENT, DEVELOPER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. DEVELOPER AGREES THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

- B. BOTH DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AND WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN THE DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

15. **Other Provisions:**

- A. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.
- B. The Developer shall pay to the City an engineering plan review, inspection, and testing fee of \$ 5,096.40.
- C. Developer agrees that the development, as set forth in the Contract Documents, will comply with all federal, state and local laws relating to the discharge of storm water upon completion of the development.

- D. Developer and City agree that any and all goods and services relative to infrastructure dedicated to the City are exempt from state and local sales tax in accordance with Texas Tax Code §§151.309 and 151.311.

ARTICLE II.

GENERAL CONTRACT PROVISIONS

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

notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

5. **Remedies Available to City.** If a default by Developer shall occur and continue, after thirty (30) day's notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.
6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity.
7. **Venue and Governing Law.** This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.
8. **Notices.** Any notice required by this Agreement shall be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if transmitted by facsimile or electronic transmission, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

CITY:

DESIGNEE: Clint Philpott, P.E.
ADDRESS: 220 W. Mulberry Street
Sherman, TX 75090
PHONE: 903-892-7327
FAX: 903-870-7802

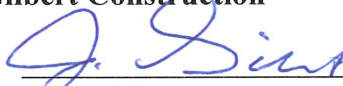
DEVELOPER:

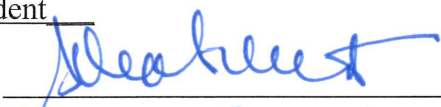
DESIGNEE: Joe Gilbert Construction, LLC
ADDRESS: 801 E. Taylor St.
Sherman, TX 75090
PHONE: (903) 893-5188
FAX:

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

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

Developer: Joe Gilbert Construction

BY: 
NAME: Joe Gilbert
TITLE: President

ATTEST: BY: 

NAME: Deann Gilbert

TITLE: Pres Deann Gilbert, Treas

CITY: CITY OF SHERMAN

BY: _____

NAME: Robby Hefton

TITLE: City Manager

ATTEST: BY: _____

NAME: Linda Ashby

TITLE: City Clerk

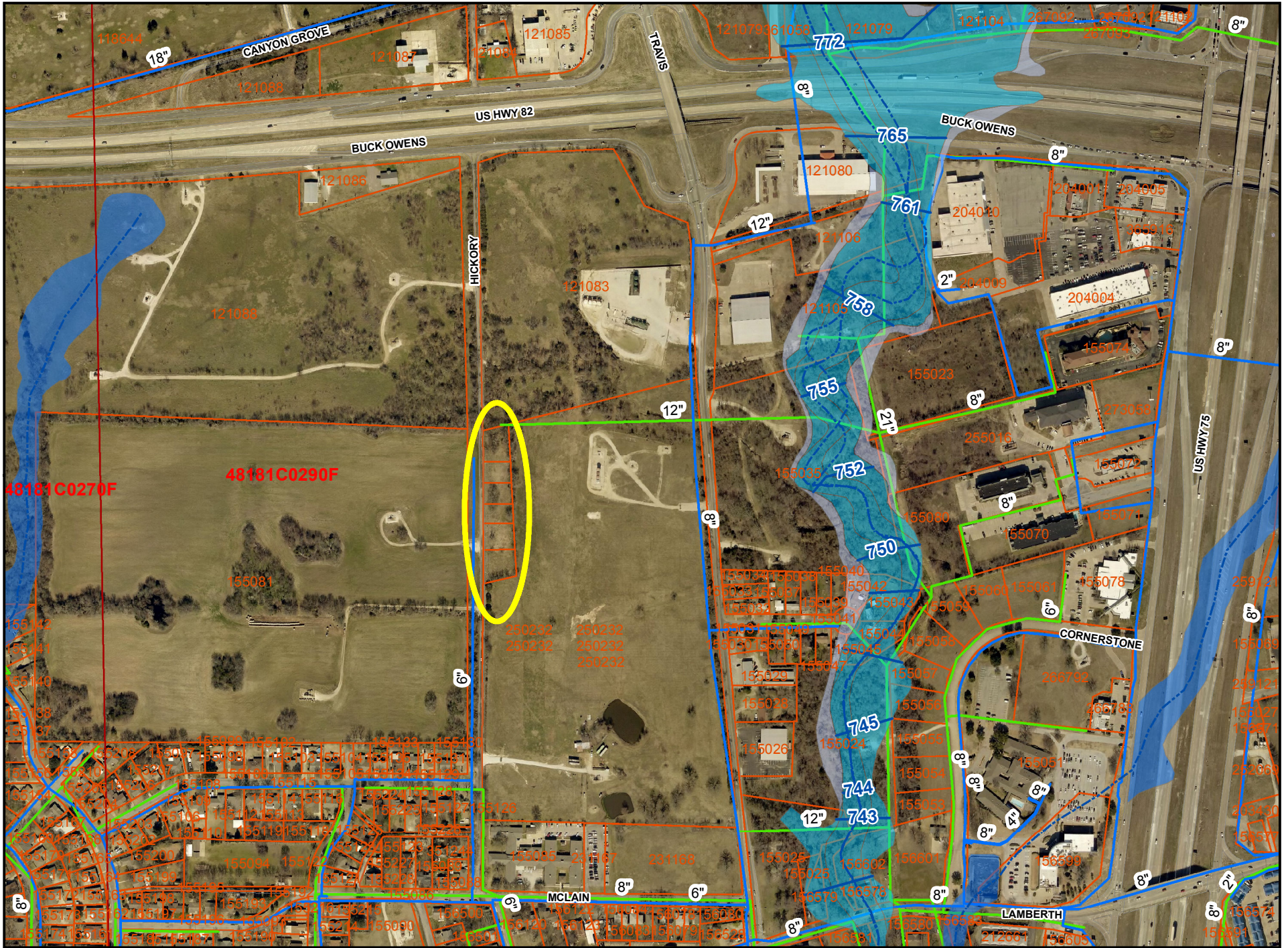
APPROVAL RECOMMENDED:

Clint Philpott, P.E. / Director Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

Replat of Hickory Estates, Lots 1R-9R



1 inch = 500 feet



City Council Regular Meeting

C.4.

Meeting Date: 03/20/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6201**

Authorizing Execution of a Development Agreement with DGR Development Group, a Texas Joint Venture, for the Construction of Public Sanitary Sewer and Water Mains in The Gardens at O'Hanlon Ranch, a 7.529-acre Subdivision West of F.M. 1417 along Lamberth Road in the City of Sherman

Issue:

The construction of public sanitary sewer and water mains in The Gardens at O'Hanlon Ranch, a 7.529-acre subdivision west of F.M. 1417 along Lamberth Road

Background:

DGR Development Group, a Texas Joint Venture, proposes to construct a 7.529-acre subdivision west of F.M. 1417 along Lamberth Road, which includes the construction of public sanitary sewer and water mains.

Origination:

Engineering Department

Financial Consideration:

The Development Agreement Fee of \$3,836.40 will be paid to the City by the Developer for inspection purposes.

Staff Recommendation:

Staff recommends approval and execution of the Development Agreement.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6201

Development Agreement

The Gardens at O'Hanlon Ranch Plat

Location Map

RESOLUTION NO. 6201

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH DGR DEVELOPMENT GROUP, A TEXAS JOINT VENTURE, FOR THE CONSTRUCTION OF PUBLIC SANITARY SEWER AND WATER MAINS IN THE GARDENS AT O'HANLON RANCH, A 7.529-ACRE SUBDIVISION WEST OF F.M. 1417 ALONG LAMBERTH ROAD IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with DGR Development Group, a Texas Joint Venture, for the construction of public sanitary sewer and water mains in The Gardens at O'Hanlon Ranch, a 7.529-acre subdivision west of F.M. 1417 along Lamberth Road in the City of Sherman, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF SHERMAN AND DGR DEVELOPMENT GROUP, A TEXAS JOINT
VENTURE**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 20th day of March, 2017 (the "Effective Date"), by and among the City of Sherman ("City"), a municipal corporation organized under the laws of the State of Texas, DGR Development Group, a Texas Joint Venture, ("Developer").

WITNESSETH:

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

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

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

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

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

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

**ARTICLE I.
SPECIFIC CONTRACT PROVISIONS**

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

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

2. **Assurance of Accuracy of Documents:** Developer has caused the subdivision plat of the Property (the "plat") and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.
3. **Development Documents:** Upon the execution of this Agreement, Plat, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the subdivision depicted on the Plat (hereinafter the "Subdivision") are confirmed, ratified, and agreed upon by both parties and attached hereto as Exhibit "B". Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract, as applicable to the Subdivision; and all of the work of the Project will be done under the supervision of the City Engineer (as defined in Paragraph 8 of this Article) to City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement a part thereof for all purposes.
4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.
5. **Performance Bond:** No work shall be performed within the Subdivision until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. Such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Subdivision, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.
6. **Failure to Complete Development:** If the Developer does not complete the Improvements contained in the Development Documents on or before October 1, 2017, City may, at its election, use the Performance Bond to complete such Improvements. The date in this Paragraph may be extended by the mutual agreement of the parties. Such extension shall be in writing, as provided in Paragraph 13 of Article II.

Availability of Public Facilities: No public facilities will be made available to any lot within any segment of this Subdivision until the work on each segment is performed and approved as agreed upon in this Agreement.

8. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.
9. **City Engineer:** Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.
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12. **Fees:** Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.
13. **Guarantee or Maintenance Bond:**
 - A. If, within one year after the acceptance, defects should appear in the materials or workmanship, the Developer shall have such defects promptly repaired at its own expense, and shall leave the work as intended by the plans and specifications. This guarantee will apply to all parts of the work which have been accepted by the City.
 - B. Instead of the Guarantee set for in subparagraph (A) of this paragraph, Developer may provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The Bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.
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A. Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY SIGNATURE ON THIS AGREEMENT, DEVELOPER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. DEVELOPER AGREES THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

B. BOTH DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AND WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN THE DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

15. **Other Provisions:**

- A. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.
- B. The Developer shall pay to the City an engineering plan review, inspection, and testing fee of \$3,836.40.

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

ARTICLE II.

GENERAL CONTRACT PROVISIONS

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

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

CITY:

DESIGNEE: Clint Philpott, P.E.

ADDRESS: 220 W. Mulberry Street
Sherman, TX 75090

PHONE: 903-892-7327

FAX: 903-870-7802

DEVELOPER:

DESIGNEE: DGR Development Group, a Texas Joint Venture

ADDRESS: 801 E. Taylor St.
Sherman, TX 75090

PHONE: (903) 893-5188

FAX: _____

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

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

Developer: DGR Development Group, a Texas Joint Venture

BY: _____

NAME: Dean Gilbert, Jr.

TITLE: Joint Venturer

ATTEST:

BY:

Joe Gilbert

NAME:

Joe Gilbert

TITLE:

Joint Venture

CITY:

CITY OF SHERMAN

BY:

NAME: Robby Hefton

TITLE: City Manager

ATTEST:

BY:

NAME: Linda Ashby

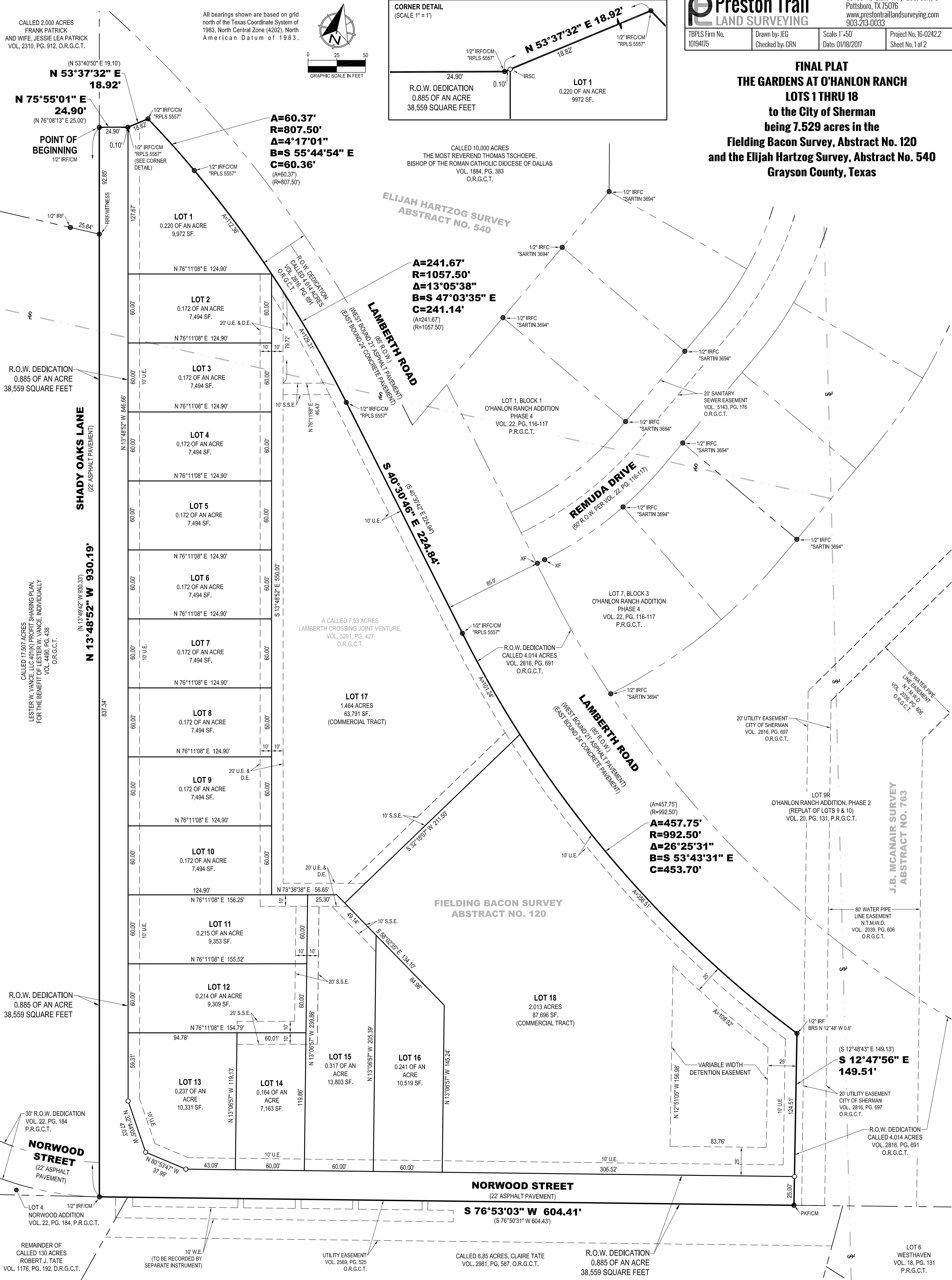
TITLE: City Clerk

APPROVAL RECOMMENDED:

Clint Philpott, P.E. / Director Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney



OWNER'S CERTIFICATE

WHEREAS LAMBERTH CROSSING JOINT VENTURE is the rightful owner of all of that certain tract or parcel of land situated in the Fielding Bacon Survey, Abstract No. 120, and the Elijah Hartzog Survey, Abstract No. 540, City of Sherman, Grayson County, Texas, and being all of a called 7.53 acre tract of land described in the deed to Lamberth Crossing Joint Venture, A Texas Joint Venture, recorded in Volume 5291, Page 427, Official Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found the northwest corner of said 7.53 acre tract, common to the western-most southwest corner of a called 4.014 acre right-of-way dedication recorded in Volume 2816, Page 691, said Official Public Records, and on the easterly line of a called 2.000 acre tract of land described in the deed to Frank Patrick and wife, Jessie Lea Patrick, recorded in Volume 2310, Page 912, said Official Records, and at the intersection of the southerly right-of-way line of Lamberth Road and the centerline of Shady Oaks Lane;

THENCE with the northerly and easterly lines of said 7.53 acre tract, and with the southwesterly line of said right-of-way dedication, and with the southwesterly line of said Lamberth Road, the following seven (7) courses:

- North 75°50'1" East, a distance of 24.90 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS 5557" found for corner
- North 53°37'32" East, a distance of 18.92 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS 5557" found corner at the beginning of a non-tangent curve to the right having a delta angle of 04°17'01", a radius of 807.50 feet, and a chord bearing and distance of South 55°44'54" East, 60.36 feet;
- In a southeasterly direction, with said curve to the right, an arc distance of 60.37 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS 5557" found for the beginning of a compound curve having a delta angle of 13°05'38", a radius of 1057.50 feet, and a chord bearing and distance of South 47°03'35" East, 241.14 feet;
- In a southeasterly direction, with said compound curve, an arc distance of 241.67 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS 5557" found for corner;
- South 40°30'46" East, a distance of 224.84 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS 5557" found for the beginning of a curve to the left having a delta of 26°25'31", a radius of 992.50 feet, and a chord bearing and distance of South 53°43'31" East, 453.70 feet;
- In a southeasterly direction, with said curve to the left, an arc distance of 457.75 feet to the northeast corner of said 7.53 acre tract from which a 1/2-inch iron rod found bears North 12°48' West, a distance of 0.6 feet;
- South 12°47'56" East, a distance of 149.51 feet to a PK nail found for the southeast corner of said 7.53 acre tract, common to the southern-most southwest corner of said right-of-way dedication, and on the northerly line of a called 6.85 acre tract of land described in the deed to Claire Tate, recorded in Volume 2981, Page 587, said Official Records, and at a bend in Norwood Street;

THENCE South 76°53'03" West, with the southerly line of said 7.53 acre tract, and with the northerly line of said 6.85 acre tract a part of the way, and in said Norwood Street a part of the way, a distance of 604.41 feet to a 1/2-inch iron rod found for the southwest corner of said 7.53 acre tract, common to the easterly corner of Lot 4, Norwood Addition, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Volume 22, Page 184, Plat Records of Grayson County, Texas, and on the southwesterly side of a bend in said Norwood Street;

THENCE North 13°48'52" West, with the westerly line of said 7.53 acre tract, and in aforesaid Shady Oaks Lane a part of the way, passing en route at a distance of 837.35 feet a railroad spike found for witness at the southeast corner of aforesaid 2.000 acre tract, continuing on said course with the easterly line of said 2.000 acre tract, a total distance of 930.19 feet to the **POINT OF BEGINNING** and enclosing 7.529 acres (327,967 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **LAMBERTH CROSSING JOINT VENTURE**, does hereby adopt this plat designating the hereinbefore described property as **THE GARDENS AT O'HANLON RANCH, LOTS 1 THRU 18**, an Addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman, Texas.

BY: LAMBERTH CROSSING JOINT VENTURE, A TEXAS JOINT VENTURE

By: _____
Joe Gilbert, Managing Joint Venturer

By: _____
Dean Gilbert, Jr., Managing Joint Venturer

STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Joe Gilbert, 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 considerations therein.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20____.

Notary Public in and for the State of Texas

SURVEYORS CERTIFICATE

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground and that all monuments shown hereon actually actually exist and that their location, size, and material are correctly shown.

Chris R. Noah _____ Date _____
Registered Professional Land Surveyor No. 6585

CITY COUNCIL CERTIFICATE OF ACCEPTANCE

Accepted by the City Council of the City of Sherman, Texas:

Mayor, City of Sherman, Texas _____ Date _____

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing plat of **THE GARDENS AT O'HANLON RANCH, LOTS 1 THRU 18** to the City of Sherman was submitted to the City Council on the ____ day of _____, 20____, 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 hereinabove subscribed.

Witness my hand this ____ day of _____, A.D. 20____.

Clerk, City of Sherman, Texas _____

GENERAL NOTES:

1. 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for all lot corners unless otherwise specified.

FLOOD STATEMENT:

I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 485509, effective date 09/29/2010 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0270 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.

LEGEND

● FOUND MONUMENT	O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS
IRF IRON ROD FOUND	VOL. PG. VOLUME, PAGE
IRFC IRON ROD FOUND W/PLASTIC CAP	B.L. BUILDING LINE
CM CONTROLLING MONUMENT	U.E. UTILITY EASEMENT
R.O.W. RIGHT-OF-WAY	S.S.E. SANITARY SEWER EASEMENT
SF SQUARE FEET	BOUNDARY LINE
P.R.G.C.T. PLAT RECORDS, GRAYSON COUNTY, TEXAS	ADJONER LINE
D.R.G.C.T. DEED RECORDS, GRAYSON COUNTY, TEXAS	ABSTRACT LINE APPROXIMATE
O.R.G.C.T. OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS	EASEMENT
	BUILDING LINE

VICINITY MAP
(NOT TO SCALE)

OWNER/DEVELOPER:
Lamberth Crossing Joint Venture
801 E Taylor Street
Sherman, TX 75090
Ph: 903-893-5188
Contact: Joe Gilbert

ENGINEER:
Cross Engineering Consultants
131 S Tennessee Street
McKinney, TX 75069
Ph: 972-562-4409
Contact: Jonathan Hake

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying
83493 N State Highway 289
Suite No. 5
Pottsboro, TX 75076
Ph: 903-213-0033

FINAL PLAT
THE GARDENS AT O'HANLON RANCH
LOTS 1 THRU 18
to the City of Sherman
being 7.529 acres in the
Fielding Bacon Survey, Abstract No. 120
and the Elijah Hartzog Survey, Abstract No. 540
Grayson County, Texas

PRESTON TRAIL LAND SURVEYING

TBPLS Firm No. 1019475
Drawn by: JEG
Checked by: CRN
Scale: 1"=50'
Date: 01/18/2017
Project No. 16-0242.2
Sheet No. 2 of 2

83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontrailandsurveying.com
903-213-0033

The Gardens at O'Hanlon Ranch



1 inch = 500 feet



City Council Regular Meeting

C.5.

Meeting Date: 03/20/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6202**

Authorizing Execution of an Agreement with Jose D. Guerrero for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 712 East Scott Street

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 712 East Scott 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:

Jose D. Guerrero, 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 \$223.20 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. 6202

Residential Tax Abatement Agreement

Application

Warranty Deed

Survey

Building Permit

Site Plan

Photo

Location Map

Reinvestment Zone Map

RESOLUTION NO. 6202

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH JOSE D. GUERRERO FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 712 EAST SCOTT 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 Jose D. Guerrero 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 Jose D. Guerrero 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 712 East Scott 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 _____, 2017.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

THE 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 **JOSE D. GUERRERO**, 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. 5960) 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, 2016, and continuing for tax years 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023,

2024 and 2025, 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 2016, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2017	100%
2018	100%
2019	100%
2020	100%
2021	100%
2022	100%
2023	80%
2024	60%
2025	40%
2026	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 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025 and 2026, 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 712 East Scott Street, Sherman, Texas, and as more particularly described by the following:

BEING Lot 2, Block 8, Jones Summitt 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

Jose D. Guerrero
1301 E. Texas
Denison, TX 75021
(903) 209-6885

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 _____, 2017.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
JOSE D. GUERRERO

BY: _____
ROBBY HEFTON
CITY MANAGER

BY: _____
JOSE D. GUERRERO

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 **JOSE D. GUERRERO**, 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 _____, 2017 A.D.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

**CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT**

Property Owner:

Name: Jose D Guerrero

Mailing Address: 1301 E Texas Denison Tx.

Telephone Number: 903 209 6885

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 712 E SCOTT SHERMAN

Summary Legal Description: Lot: 2 Block: 8 Addition: Jones Summit Addn. Grayson County

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: 60,000

Estimated Date of Start of Construction: 2/6/17

Estimated Date of Completion of Project: _____

Description of Project: new residence

Applicant(s): Jose Guerrero

Date: 2/3/17

Date: _____

Grayson County
Wilma Blackshear Bush
County Clerk
Sherman, Texas 75090



70 2011 00025165

Instrument Number: 2011-00025165

As

Recorded On: December 28, 2011

Recordings

Parties: KICKIN ASS AND TAKIN LAND LLC

Billable Pages: 1

To GUERRERO JOSE D

Number of Pages: 3

Comment: WD

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	16.00
Total Recording:	16.00

******* 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: 2011-00025165

Receipt Number: 344341

Recorded Date/Time: December 28, 2011 09:33:17A

Book-Vol/Pg: BK-OR VL-5063 PG-1

User / Station: G WHITE - Cashiering Station 1

Record and Return To:

J AND B AGAINST THE GRAIN LLC

981 LAKEWOOD RD

DENISON TX 75020



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 Records of Grayson County, Texas.

Wilma Blackshear Bush, Grayson County Clerk

	Ek	Vol	Ps
00025165	OR	5063	2

WARRANTY DEED

Date: 11/25/2011

Grantor: Kickin A\$\$ & Takin Land, LLC.

Grantor's Mailing Address (including county): 981 Lakewood rd Denison, TX 75020 (Grayson)

Grantee: Jose D. Guerrero

Grantee's Mailing Address (including county): 825 E Cherry st Sherman, TX 75090 (Grayson)

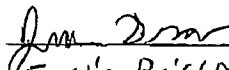
Consideration: 10 and no/100 dollars (\$10.00) and other good and valuable consideration paid

Property (including any improvements): LOT 2, BLK 8, JONES' SUMMITT ADDN, City of Sherman, County of Grayson, Texas, know as 712 E. Scott (75090)

Reservations from and Exceptions to Conveyance and Warranty: Grantee excepts this property "as is" without any warranties of fitness

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 whosoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

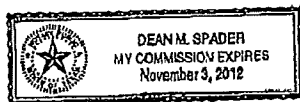
When the context requires, singular nouns and pronouns include the plural.


Justin Briscoe

STATE OF TEXAS

COUNTY OF Grayson

This instrument was acknowledged before me on the 25 day of November, 2011, by




Notary Public, State of Texas

AFTER RECORDING RETURN TO: 825 E Cherry st Sherman, TX 75090

Bk Vol Pg
00025165 OR 5063 3

Filed for Record in:
Grayson County

On: Dec 28, 2011 at 09:33A

As a
Recording

Document Number: 00025165

Amount: 16.00

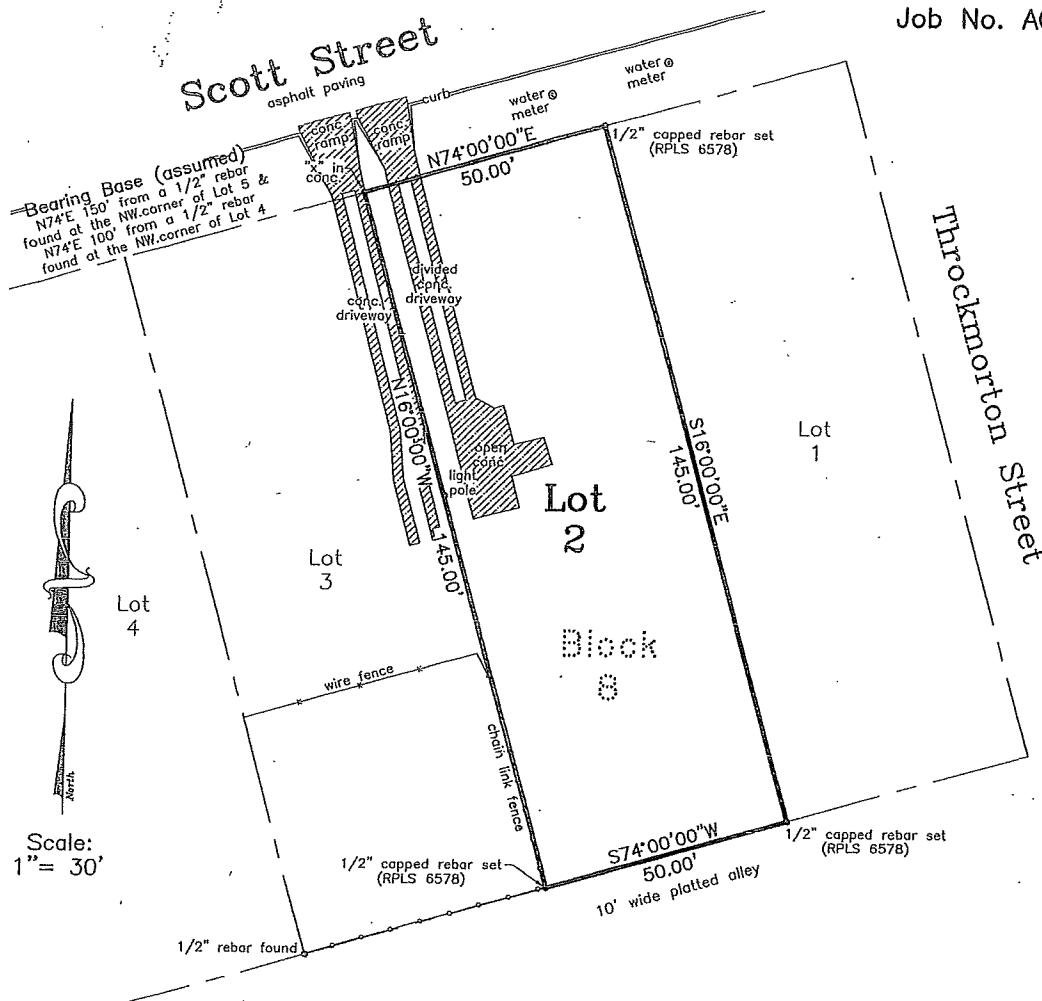
Receipt Number - 344341

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.

Dec 28, 2011

Wilma Blackshear Bush, County Clerk
Grayson County



Owner: Jose D. Guerrero

Address: 712 E. Scott Street
Sherman, Texas

This survey was prepared for the sole benefit of the transaction (building permit/construction loan) by and between the Owner stated hereon and the Owner's Lender/Mortgage Co. and Abstract/Title Co., and is null and void for any other transactions. Any other use of this survey without the sole consent of the undersigned surveyor is prohibited, and would infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

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

Legal Description is as follows: Lot 2, Block 8, Jones' Summit Addition, to the City of Sherman, Texas, as per plat of record in Volume 303, Page 86, 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.



Kate A. Wagner
Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: October 25, 2016

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

✓

CITY OF SHERMAN

RESIDENTIAL BUILDING PERMIT

SUBCONTRACTOR: JOSE DE LA LUZ GUERRERO

PERMIT #: 170225

DATE ISSUED: 2/03/2017

PROJECT ADDRESS: 712 E SCOTT ST
PARCEL ID: 157475
SUBDIVISION: JONES SUMMITT ADDN

LOT #: 2
BLK #: 8
ZONE ORD:

ISSUED TO: JOSE DE LA LUZ GUERRERO
ADDRESS: 1301 E TEXAS ST
CITY, ST ZIP: DENISON TX 75021-8816
PHONE: 903-209-6885

CONTRACTOR: JOSE DE LA LUZ GUERRERO
ADDRESS: 1301 E TEXAS ST
CITY, ST ZIP: DENISON TX 75021-8816
PHONE:

PROP. USE: ONE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL CONSTRUCTION

SQ FT: 1,699.00
BEDROOMS: 3

VALUATION: \$ 65,000.00
OCCP TYPE: ONE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME

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)

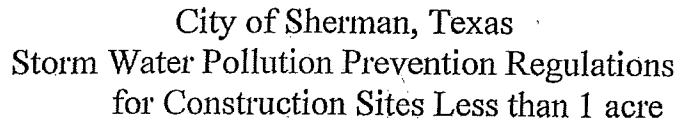
2/3/17
DATE


(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

2/3/17
DATE


(APPROVED BY) BUILDING & ZONING

3/3/17
DATE



Hand-drawn site plan drawing of a rectangular building. The building is labeled "25 x 20". The dimensions of the site are given as 7.6 (width) and 75.5 (length). The drawing is oriented with a north arrow pointing towards the top-left. The drawing is labeled "SCOTT" on the left and "ALV" on the right.

- where there is grass
 - o If there is NO grass you MUST have a perimeter control like silt fencing or curlex blanket to protect streets and neighbors.
- where the construction entrance will be (only one allowed)
- where you will have trash containers
- where your sani-can/port-a-pot will be
- where there are storm drains on the street
- if there is a creek, or waterway nearby

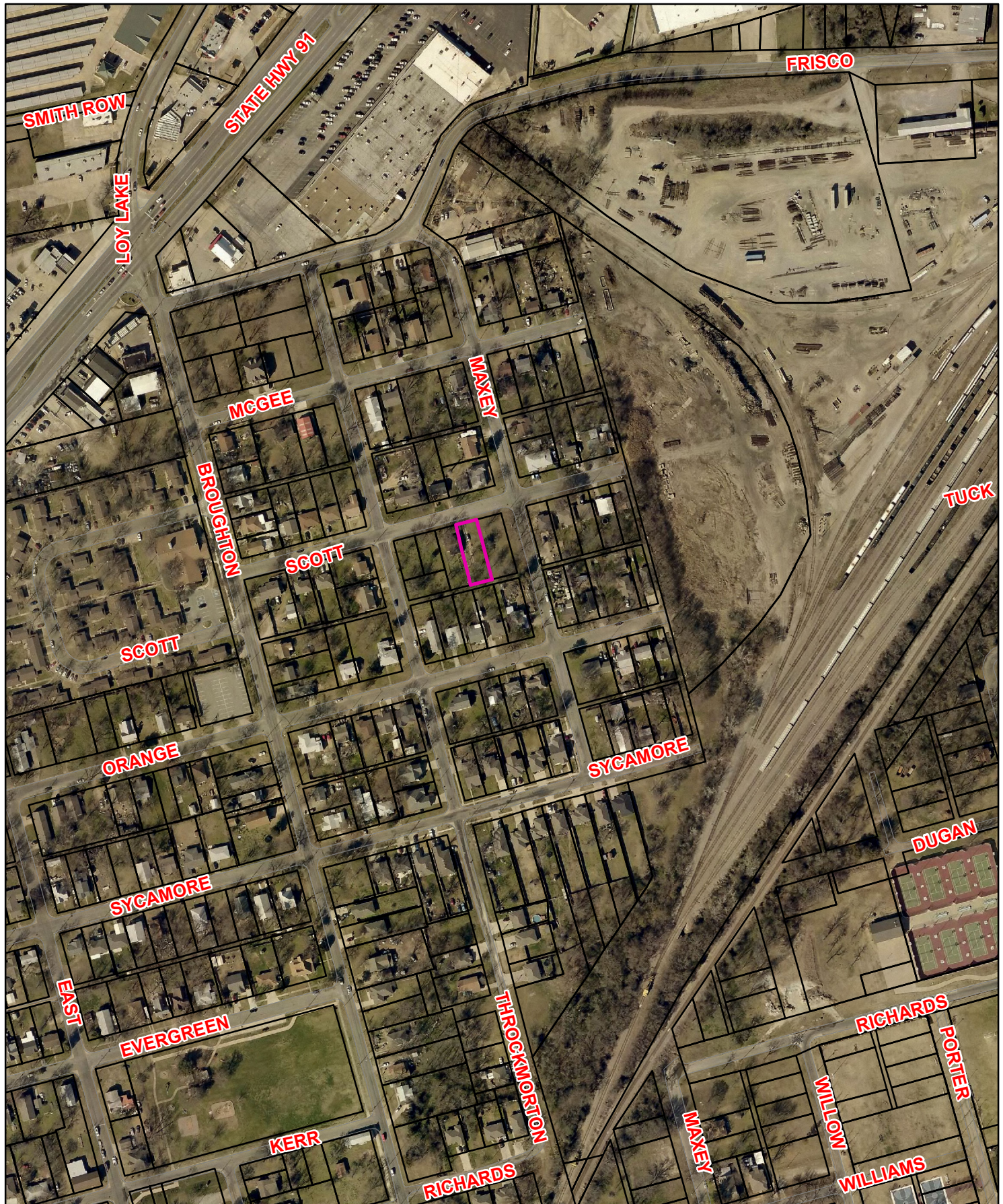
- control silt and debris from leaving my construction site
- provide trash containers
- keep chemicals, paint, and other hazardous material in a covered area
- clean-up my site daily
- protect storm drain inlets, creeks, and other drainage ways
- provide a location for concrete washout (if necessary)
- keep the sani-can/porta-pot 10-15 feet from the curb or pavement

Date: _____

Address: 712 E. SCOTT

712 E. Scott





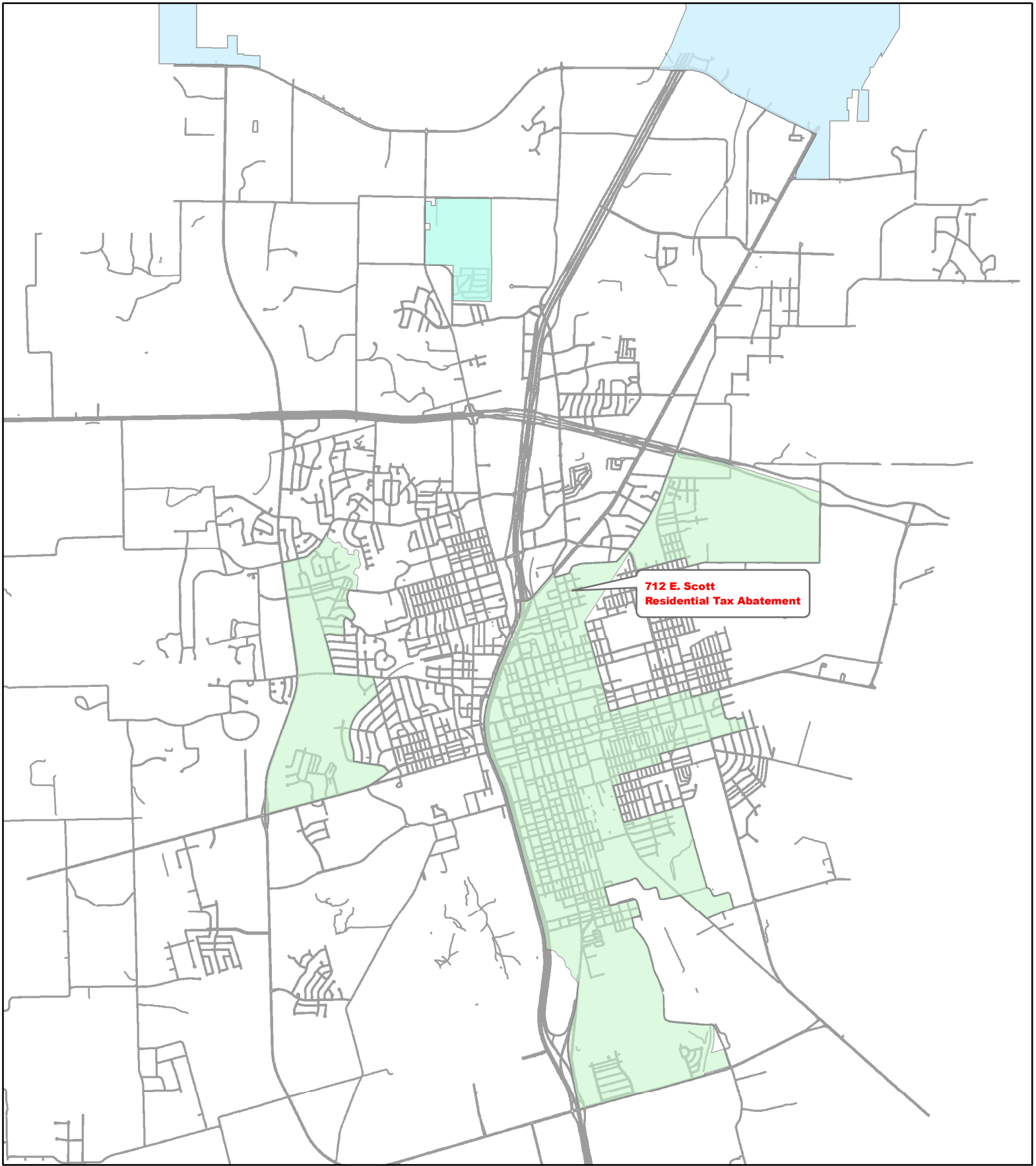
712 E. Scott



NOT TO SCALE

1 in = 300 ft

City of Sherman, Texas
Developmental Services Department



712 E. Scott Residential Tax Abatment



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE
1 inch = 5,000 feet



City Council Regular Meeting

D.1.

Meeting Date: 03/20/2017

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** CHANGE ORDER NO. 1**

Approving the Greater Texoma Utility Authority's Intent to Execute Change Order No. 1; Water Treatment Plant Expansion Project; H2O Innovation, Inc.; \$63,370.88 Increase

Issue:

To consider approval of Change Order No. 1 for the Water Treatment Plant Expansion Project

Background:

Change Order No. 1 is a change order to adjust several project quantities for H2O Innovation, Inc., the membrane supplier for the Water Treatment Plant Expansion Project. The cost increase is due to the addition of several items to optimize the membrane system operation.

Origination:

Utility Administration through Greater Texoma Utility Authority (GTUA)

Financial Consideration:

The change order results in a \$63,370.88 increase in the contract amount, yielding a revised contract price of \$3,422,795.88.

Staff Recommendation:

It is recommended that the GTUA's intent to approve Change Order No. 1 be approved.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No. 1

GTUA Agenda Communication Form dated March 14, 2017

Engineer's Recommendation dated March 13, 2017

Aerial Location Map

**CITY OF SHERMAN
LAKE TEXOMA WTP EXPANSION**

CHANGE ORDER NO. 1

A. INTENT OF THIS CHANGE ORDER NO. 1

The intent of this Change Order No. 1 is that the contract entered into by the Greater Texoma Utility Authority on behalf of the City of Sherman and H2O Innovation, Inc. dated September 10, 2015 be modified, clarified and recorded as a matter of permanent record.

B. DESCRIPTION OF CHANGE ORDER NO. 1

The required changes to the original contract, along with the associated costs and/or time are described as follows:

CHANGE ORDER NO. 1

Item No.	Description	Unit	Time	Cost/Unit	Total Amount
RFQ-1	Compressor Modification	LS	0	\$14,619.29	\$14,619.29
RFQ-2	Feed Pump Upgrade to SST	LS	0	\$10,000.00	\$10,000.00
RFQ-3	Add Second CIP Tank	LS	0	\$28,655.88	\$28,655.88
RFQ-4	Add Tank Connections	LS	0	\$6,975.00	\$6,975.00
RFQ-5	Provide Module Removal Device	LS	0	\$9,500.00	\$9,500.00
RFQ-6	Pneumatic Tubing to nylon	LS	0	(\$7,905.00)	(\$7,905.00)
RFQ-7	Fume Scrubbers	LS	0	\$1,525.71	\$1,525.71
	TOTAL		0 Calendar Days	\$63,370.88	\$63,370.88

C. EFFECT OF ADJUSTMENT TO CONTRACT QUANTITIES

The revised Contract amount is determined as follows:

ORIGINAL CONTRACT AMOUNT \$3,359,425.00

CHANGE ORDER NO.1\$63,370.88

REVISED CONTRACT AMOUNT\$3,422,795.88

D. EFFECT OF ADJUSTMENT TO CONTRACT TIME

The revised Contract time is determined as follows:

ORIGINAL EQUIPMENT DELIVERY DATE..... 1/14/2018

CHANGE ORDER NO. 1 0-Calendar days

REVISED EQUIPMENT DELIVERY DATE..... 1/14/2018

Change Order No . 1
City of Sherman Lake Texoma WTP Expansion
Page 2

E. AGREEMENT

By the signature of their respective duly authorized agents, the Greater Texoma Utility Authority and H2O Innovation, Inc. do hereby agree and append this Change Order No. 1 to the original contract between themselves dated September 10, 2015.

RECOMMENDED BY:
CH2MHILL

ACCEPTED BY:
H2O Innovation, Inc.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

APPROVED BY:
GREATER TEXOMA UTILITY AUTHORITY

BY: _____

TITLE: _____

DATE: _____



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: March 14, 2017

SUBJECT: AGENDA ITEM NO. XIII

**CONSIDER AND ACT UPON CHANGE ORDER NO. 1 TO THE CONTRACT WITH H2O INNOVATION FOR THE CITY
OF SHERMAN WATER TREATMENT PLANT EXPANSION PROJECT**

ISSUE

Consider and act upon Change Order No. 1 to the contract with H2O Innovation for the City of Sherman Water Treatment Plant ("WTP") Expansion Project.

BACKGROUND

The City of Sherman is in the process of expanding their existing surface water treatment plant ("WTP") capacity. This project will enable the City of Sherman to continue to meet the water demand needs of future residential and industrial growth. The project will include a 10 million gallon per day ("mgd") capacity increase that will utilize reverse osmosis to demineralize the Lake Texoma water supply. The City staff requested the Authority's assistance in obtaining funding through the Texas Water Development Board ("TWDB") Drinking Water State Revolving Fund Program ("DWSRF") to fund these improvements to their WTP.

After the issuance of debt by the Authority, the City began design and concurrently completed pilot testing of four (4) different membrane systems. Due to the long lead times of the membrane filtration equipment as well as each manufacturer having unique features which needed to be accounted for in design, it was necessary to award a procurement contract for the equipment well in advance of the design being complete and the general contract being awarded.

At the August 2015 meeting, the Board authorized award of contract to H2O Innovations in the amount of \$3,359,425.00. After award of contract, H2O began working with CH2MHill, design engineer, to develop shop drawings and work through the fine details of incorporating the equipment into the new plant design. During this process, CH2MHill worked to refine the design and as a result, submitted seven (7) Request for Quotations to H2O Innovations. The seven (7) Request for Quotations have been incorporated into Change Order No. 1 which would result in an increase of \$63,370.88. The details of each Request for Quotation are summarized as follows:

1. Upgrade the air compressor from reciprocating type to rotary screw type. This is recommended for two reasons – to reduce the noise inside the membrane room and to improve the efficiency and maintenance of the blower. By reducing the noise we were able to eliminate construction of a room around the blowers making access better and reducing cost. The rotary screw type blowers require less maintenance and are more energy efficient. Cost for this change is \$14,619.29.
2. Upgrade raw water pumps to stainless steel internals. Originally these pumps were specified to have an epoxy lining on all pump internals. Gould reported that the tolerances inside this particular pump were not compatible with an epoxy lining and proposed that the pump be changed to stainless steel for corrosion protection. The additional cost due to the upgrade in materials was over \$23,000 but H2O agreed to split the cost which resulted in an addition of \$10,000 to the contract price.



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

PAGE 2

3. Add a second CIP tank. A second CIP tank was originally included in the contract price but was removed during bid evaluation as a cost saving measure recommended by H2O. Upon further review during detail design, it was determined that the second tank has considerable operational benefits that will reduce the amount of time it takes to complete a Clean-in-Place (CIP) cycle and reduce the chemical usage. The second tank allows sequential cleanings of the membrane skids without having to replace the cleaning solution each time saving time and chemical. The cost to put this second tank and all appurtenances back in the contract is \$28,655.88.
4. Addition of tank connections to the neutralization and CIP tanks. The need for these extra connections was determined during detail design of the RO system. The extra neutralization tank connection will allow the UF neutralization tank to serve the same role during an RO CIP eliminating the need for a separate RO neutralization tank. The CIP connections will allow RO permeate to be used to fill the UF CIP tanks which could be useful in avoiding precipitation in the cleaning solution. The cost for this change is \$6,975.00.
5. Providing a device to install and remove UF membrane modules. This was added at the request of the plant operators. The membrane modules are cumbersome and somewhat heavy. They can be removed manually but it is much easier and safer to use the lift manufactured by H2O for this purpose. The cost for this lift is \$9,500.
6. H2O requested that we consider a change of materials for the air tubing from remote pneumatic valves to the solenoid racks from the SST specified to nylon. H2O says nylon is the standard material they provide for this application. Nylon is cheaper and the lines can be more easily bundled together and moved if required to access equipment for maintenance. H2O has offered a credit of \$7,905.00 for this change.
7. Add a scrubber to the vents for the sodium bisulfite and hydrochloric acid day tanks in the membrane building. It is recommended that scrubber cartridges be installed on the vents from these two day tanks provided by H2O to reduce the amount of fugitive vapors that may escape to the inside of the membrane building. This should reduce the amount of corrosion inside the building and provide a cleaner working environment. The cost for this upgrade is \$1,525.71.

CONSIDERATIONS

The Engineer, CH2M Hill has provided a thorough evaluation of the proposed Change Order and have recommended approval. The City of Sherman will be considering Change Order No. 1 at their March 20, 2017 Council Meeting.

STAFF RECOMMENDATIONS

The staff recommends authorizing Change Order No. 1 to the Contract with H2O Innovation for an increase of \$63,370.88, resulting in a revised contract amount of \$3,422,795.88. The recommendation is contingent upon the City of Sherman Council taking similar action.



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

PAGE 3

ATTACHMENTS

Change Order No. 1

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E., General Manager

Gibson, Mark

From: Brian.Fuerst@CH2M.com
Sent: Monday, March 13, 2017 10:14 AM
To: drews@gtua.org; Gibson, Mark
Cc: Evan.Ged@ch2m.com
Subject: H2O Innovation Change Orders
Attachments: RFQ No 1.docx; RFQ No 2.docx; RFQ No 3.docx; RFQ No 4.docx; RFQ No 5.docx; RFQ No 6.docx; RFQ No 7.docx; Change Order No 1.docx

Mark, Drew,

There are seven Requests for Quotation (RFQ) for H2O Innovation that need to be formally approved in a change order. These have all been around for a while but we have never got around to formalizing them. Here is a list of the mods, what they include, and the dollar amount:

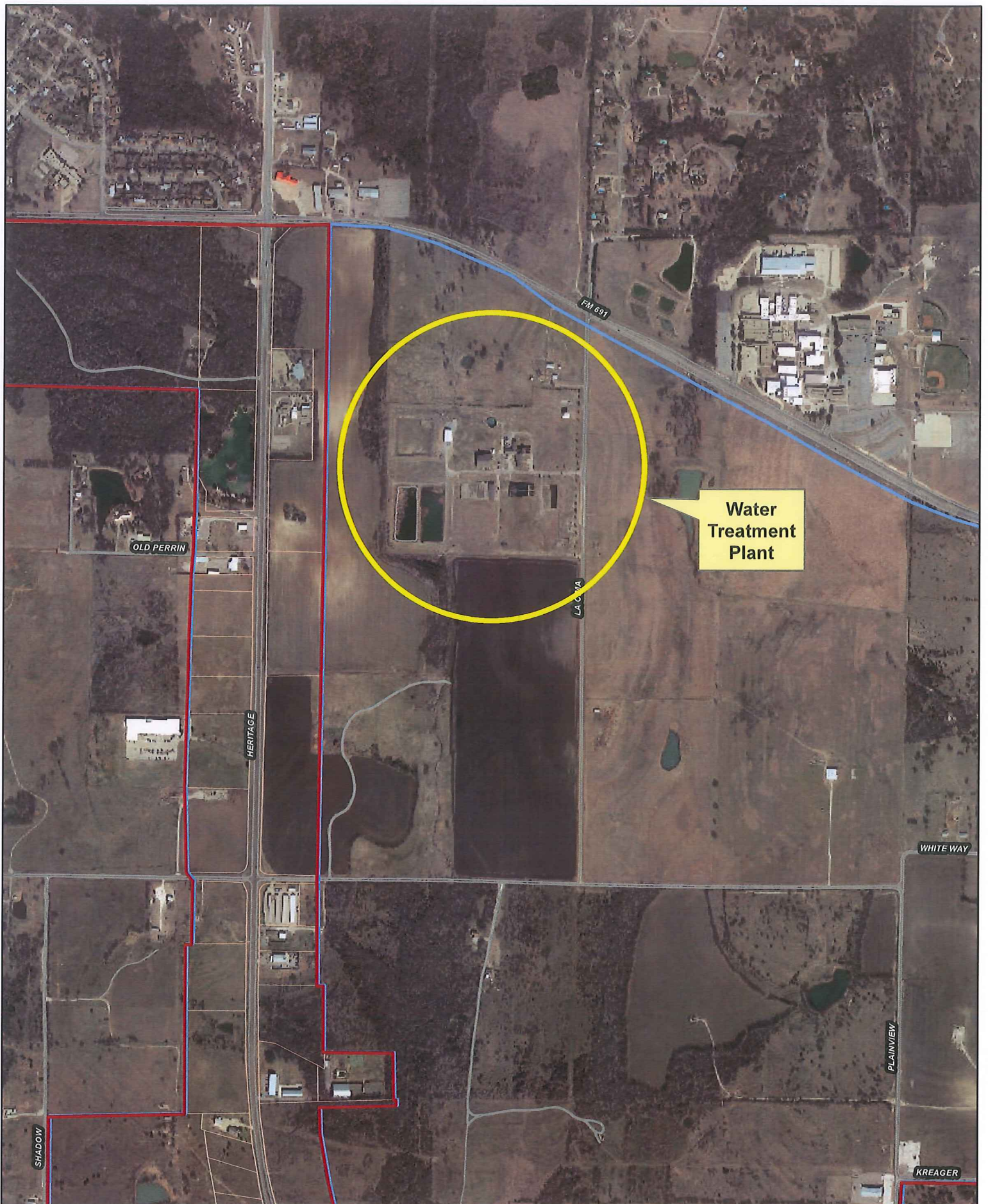
1. Upgrade the air compressor from reciprocating type to rotary screw type. This is recommended for two reasons – to reduce the noise inside the membrane room and to improve the efficiency and maintenance of the blower. By reducing the noise we were able to eliminate construction of a room around the blowers making access better and reducing cost. The rotary screw type blowers require less maintenance and are more energy efficient. Cost for this change is \$14,619.29.
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3. Add a second CIP tank. A second CIP tank was originally included in the contract price but was removed during bid evaluation as a cost saving measure recommended by H2O. Upon further review during detail design, it was determined that the second tank has considerable operational benefits that will reduce the amount of time it takes to complete a Clean-in-Place (CIP) cycle and reduce the chemical usage. The second tank allows sequential cleanings of the membrane skids without having to replace the cleaning solution each time saving time and chemical. The cost to put this second tank and all appurtenances back in the contract is \$28,655.88.
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We have reviewed each of these proposals and found them reasonable and recommend approval. What is the process for getting these approved? I have attached Requests for Quotation for each of these items that I will get

H2O to complete (although we already know the amounts) as well as the draft for Change Order No. 1 which incorporates each of these RFQ's. Let me know how you want to proceed and if you have any questions.

Brian

Brian J. Fuerst
Senior Project Manager
CH2M Hill
972-663-2276
bfuerst@ch2m.com





City Council Regular Meeting

D.2.

Meeting Date: 03/20/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** CHANGE ORDER NO. 1**

The Grand Avenue Bridge Repair Project; Austin Bridge & Road, LP; \$2,625.00 Increase

Issue:

To consider approval of a change order and final payment for the Grand Avenue Bridge Repair Project

Background:

At the end of 2016, during routine bridge inspection, it was noted that there were structural issues on the Grand Avenue Bridge that needed to be investigated. After further assessment, it was decided that repairs were necessary in order to ensure the integrity and safety of this bridge. After the contract was issued the Engineering Department decided it was necessary to require a Jacking Plan designed by a Professional Engineer (due to the risk involved in the repair). The design was done by the contractor, using their Engineer. This design increased the contract price by \$2,625.00. Change Order No. 1 is a final reconciliatory change order to adjust the final projects quantities and issue final payment.

Origination:

Engineering Department

Financial Consideration:

The change order results in a \$2,625.00 increase in the contract amount, yielding a final contract price of \$76,088.00 and will be paid out of the 2016-2017 Capital Improvement Projects fund.

Staff Recommendation:

It is recommended that Change Order No. 1 and final payment for this project be approved.

Alternatives:

As may be directed by City Council

Attachments

Change Order No. 1 - Final
Grand Avenue Bridge Repair Invoice
Location Map

Change Order

No. 1 (Final)

Date of Issuance: March 20, 2017

Project: Grand Avenue Bridge Repair	Project No.: 3032
Owner: City of Sherman	Date of Contract: February 6, 2017
Contractor: Austin Bridge & Road, LP	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Jacking Plan added to contract

Justification:

Adjustment for final quantities and additional work.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 73,463.00

Decrease from previously approved Change Orders No. 0 to No. 0:

\$0

Contract Price prior to this Change Order:

\$ 73,463.00

Increase of this Change Order:

\$ 2,625.00

Contract Price incorporating this Change Order:

\$ 76,088.00

CHANGE IN CONTRACT TIMES:

Original Contract Times:

Substantial completion days: 10

Substantial completion date: _____

Increase from previously approved Change Orders No. 0 to No. 0:

Substantial completion days: : 0

Substantial completion date: N/A

Contract Times prior to this Change Order:

Substantial completion days: : 0

Substantial completion date: N/A

Increase of this Change Order:

Substantial completion days: 2

Substantial completion date: N/A

Contract Times with all approved Change Orders:

Substantial completion days: : 12

Substantial completion date: _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

FROM: AUSTIN BRIDGE & ROAD, LP
 6330 COMMERCE DRIVE
 SUITE 150
 IRVING, TEXAS 75063
 214/596-7300

MONTHLY BILLING STATEMENT
 3/13/2017

GRAND STREET BRIDGE REPAIR

TO: CITY OF SHERMAN
 P O BOX 1106
 SHERMAN, TEXAS 75091

RESOLUTION NO.: 6182

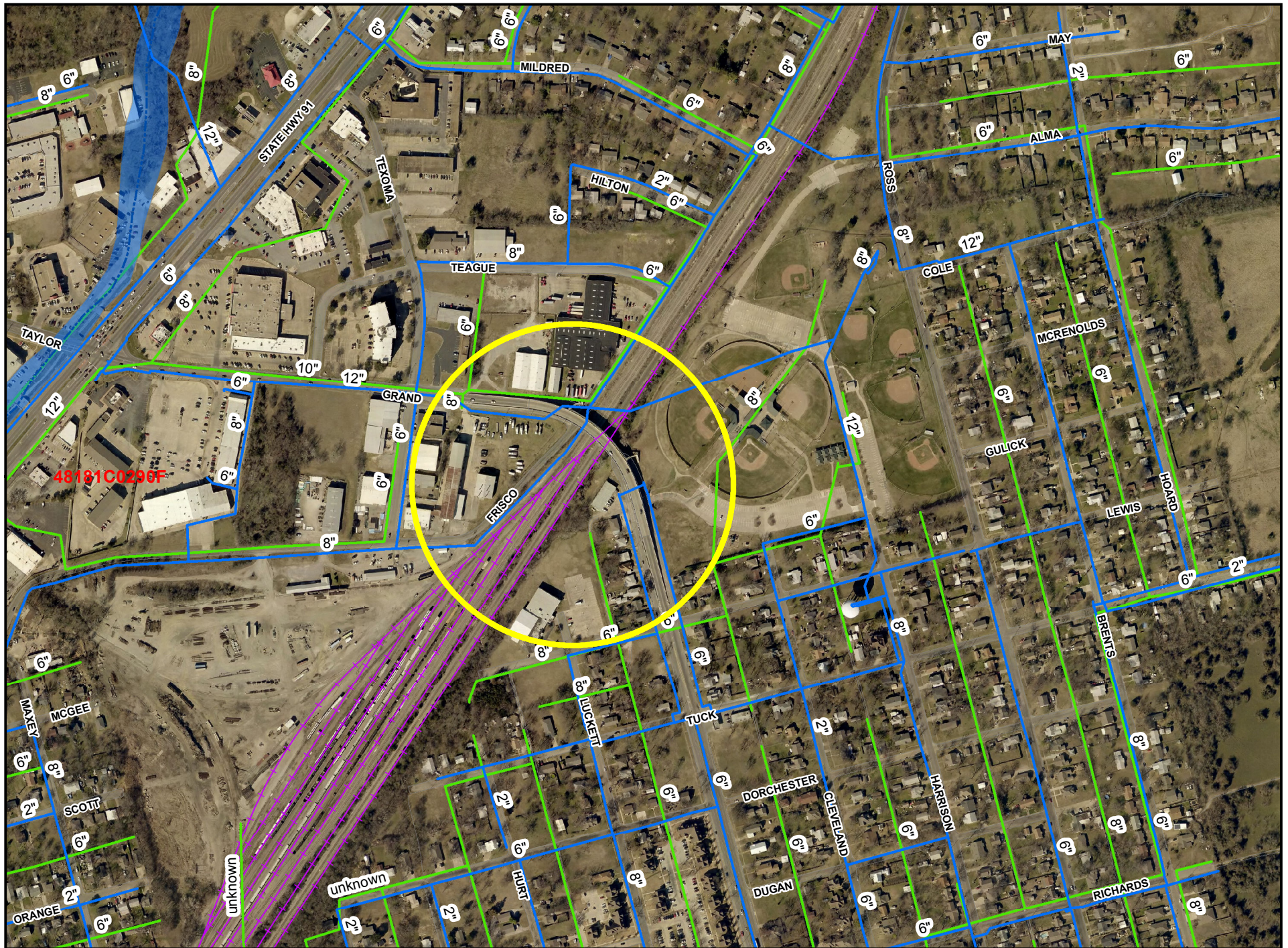
INVOICE NO.: 617001-01

ATTN: TOM PRUITT, P.E., ASSISTANT CITY ENGINEER

ITEM #	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS		CURRENT		JOB-TO-DATE	
						QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	Grand Street Bridge Repair	1.00	LS	\$73,463.00	\$73,463.00	0.000	\$0.00	1.000	\$73,463.00	1.000	\$73,463.00
2	Jacking Plan	1.00	LS	\$2,625.00	\$2,625.00	0.000	\$0.00	1.000	\$2,625.00	1.000	\$2,625.00
					\$76,088.00						

Total Work Performed		\$76,088.00	\$76,088.00
Plus Material On Hand Submitted		\$0.00	\$0.00
Total Earned		\$76,088.00	\$76,088.00
Less Retainage	0%	\$0.00	\$0.00
Less Previous Estimates			\$76,088.00
Current Due		\$76,088.00	\$76,088.00

Grand Avenue Bridge



1 inch = 500 feet





City Council Regular Meeting

E.1.

Meeting Date: 03/20/2017

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for Adoption of a Tract of Land on Preston Club Drive, South of U.S. Highway 82 and West of Highway 289, Adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

Issue:

To consider approval of the schedule for annexation of a tract of land on Preston Club Drive, south of U.S. Highway 82 and west of Highway 289, adjacent to the Sherman City Limits, and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

A vast majority of property owners in the Preston Club area have requested annexation into the city limits, located on Preston Club Drive, south of U.S. Highway 82 and west of Highway 289, adjacent to the Sherman City Limits and in the City's ETJ.

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

Origination:

Petition Requesting Annexation by Area Landowners

Financial Consideration:

City accepts maintenance. A cost benefit analysis will be prepared prior to final action on this item.

Staff Recommendation:

It is recommended that the schedule for annexation be approved and that the required public hearings be set for the April 17th and May 1st regular City Council meetings and a called City Council meeting on Monday, May 22nd.

Alternatives:

The Council could choose another day during the week of May 22nd through 26th for the called meeting to adopt the Annexation Ordinance.

Attachments

Annexation Scheduling Plan

Location Map - Preston Club Annexation Area

ANNEXATION SCHEDULING PLAN

Annexation of
Northern Challenge, Phase I – Vol. 19, Pg. 86-87
Preston Club – Vol. 10, Pg. 58- 58A
Preston Club The Classics, Phase Two – Vol. 14, Pg. 72
Preston Club The Classics, Phase Three – Vol. 19, Pg. 46-47
Preston Club The Classics – Phase Four – Vol. 20, Pg. 144-147
Preston Club The Legends Subdivision Phase One – Vol. 9, Pg. 85
Preston Club The Legends Subdivision Phase Two – Vol. 10, Pg. 31
Preston Club The Legends, Phase 3 – Vol. 17, Pg. 4

Also included is the adjacent golf course which lies within the McMullen & McGoin Survey, Abstract No. 762, the Daniel Bickenback Survey, Abstract No. 128, & the Henry Douglas Survey, Abstract No. 368

Wednesday, April 5, 2017.....Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.

Thursday, April 6, 2017.....Post notice on City's website, newspaper and City Hall for City Council's 1st Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.

Thursday, April 13, 2017..... Post notice of 1st Public Hearing under the Open Meetings Act.

Monday, April 17, 2017.....City Council's 1st Public Hearing on intent to annex and service plan.* (Regular Council Meeting)

Thursday, April 20, 2017 Post notice on City's website, newspaper and City Hall for City Council's 2nd Public Hearing on intent to annex. Obtain required affidavit of publication from newspaper.

Thursday, April 27, 2017..... Post notice of 2nd Public Hearing under the Open Meetings Act.

Monday, May 1, 2017..... City Council's 2nd Public Hearing on intent to annex and service plan.* (Regular Council Meeting)

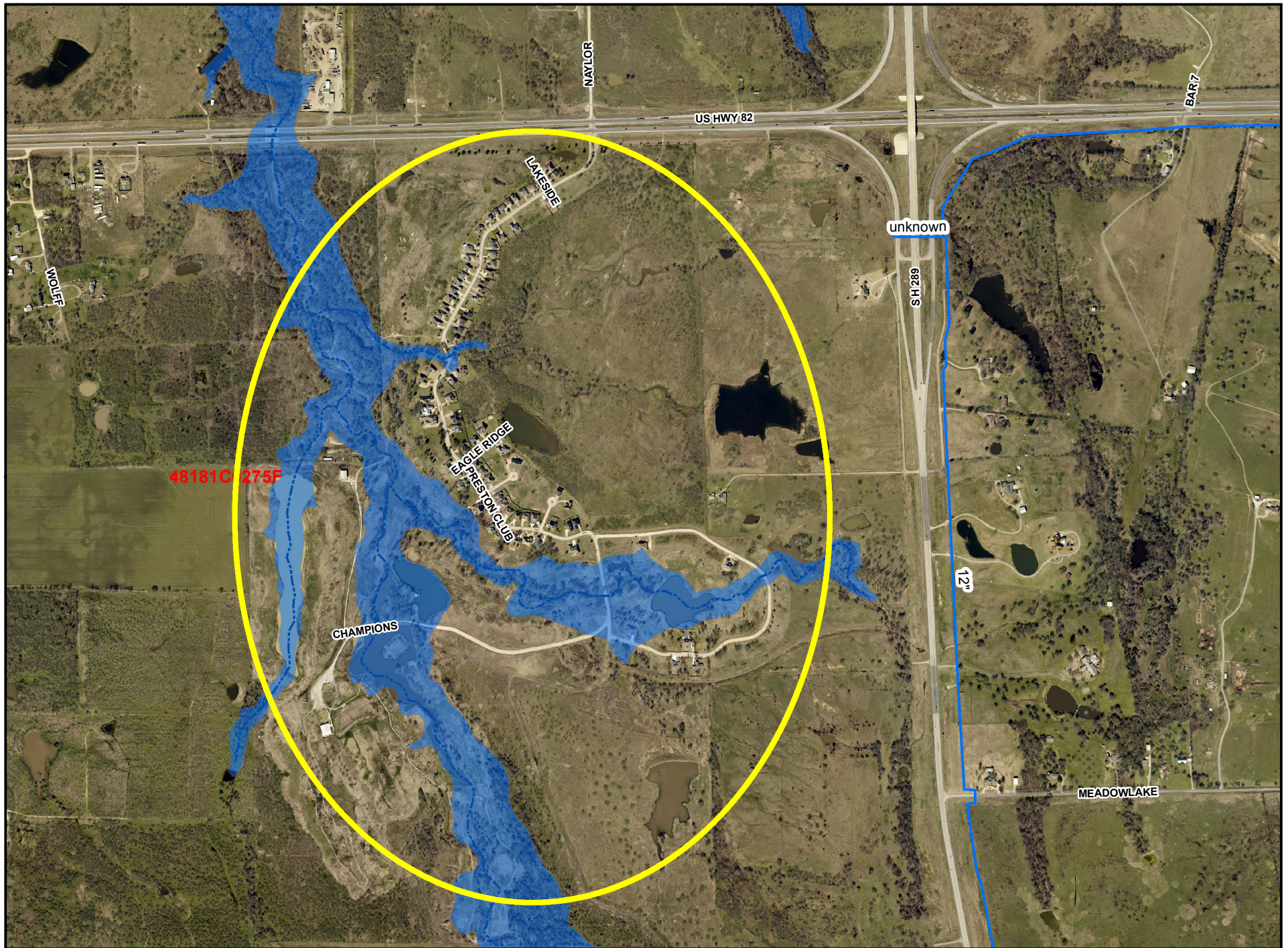
Thursday, May 18, 2017.....Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.

Monday, May 22, 2017.....City Council Public Hearing for introduction and consideration of adoption of annexation ordinance. (Called Council Meeting**)

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

** Called Council meeting to meet statutory requirement that the two public hearings be held no more than 40 days and no less than 20 days prior to adoption of Ordinance

Preston Club Annexation



1 inch = 1,000 feet



City Council Regular Meeting

E.2.

Meeting Date: 03/20/2017

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider the Application of Gary Roberts to Enroll his Business, Pop Pop Soda Shop, into the Sherman Downtown Occupancy Incentive Grant Program

Issue:

An application received under the Sherman Downtown Occupancy Incentive Grant Program

Background:

The Sherman City Council voted unanimously on October 12, 2016, to create a package of new incentive programs for Downtown Sherman. One of those incentives, the Downtown Occupancy Incentive, was created to spur restaurant and retail growth by rewarding business owners for locating their establishments in the Central Business District. The incentive pays up to \$6,250.00 in a lump sum one year after an application is approved to the small business owner, based on their rent or mortgage payments over the course of that year.

Gary Roberts became the sixth business owner to submit an application. His business, Pop Pop Soda Shop, satisfies the requirements of this incentive program due to its location and nature of operations.

Origination:

Sherman Community and Support Services Manager Nate Strauch

Financial Consideration:

Mr. Roberts' rent payments at 113 North Travis Street would qualify him for a grant of \$4,290.00 if his application is approved.

Staff Recommendation:

All applications are approved or denied at Council discretion.

Alternatives:

As may be directed by Council

Attachments

Downtown Occupancy Incentive Program Application

Aerial Location Map - 113 N Travis St

Downtown Occupancy Incentive Program Application

Applicant Information

Applicant Name: Gary L. Roberts
Mailing Address: 1101 Yorkshire Dr. Sherman, TX. 75092
Contact Number: 903-357-3637
Email Address: groberts@hotmail.com

Business Information

Business Name: ~~Pop Pop~~ Pop Pop Soda Shop
Business Address: 113 N. Travis St.
Business Type: ☒ Restaurant ☐ Retail
Ownership Status: ☐ Rent ☐ Own
Rent/Mortgage Monthly Payment Amount: \$715.⁰⁰
On what date did your business open? 5/1/17
Have you checked to confirm your business is located in the Central Business District? ☒ Yes ☐ Yes, I checked twice

Please attach to this application the following:

- A detailed description of your business, as well as your motivation for starting it / moving it to downtown Sherman.
- A check for \$100 made payable to the City of Sherman. The check will be cancelled if your eligibility is confirmed.

Please return this application to Sherman Communications Manager Nate Strauch via email at nates@ci.sherman.tx.us.

Downtown Occupancy Incentive Program Application

Pop Pop Soda Shoppe will be a family friendly restaurant type business. We will feature gourmet milkshakes, smoothies, non-alcoholic frozen drinks (shaved ice w/ flavored syrups) ice cream floats along with fountain sodas. We will also have a selection of bottled drinks and future plans to make our own craft root beer with 903 Brewers. Our plans are to feature local bakeries desserts to compliment our drinks selection. Also we will have fresh gourmet popcorn from Pop Pop Popcorn, saltwater taffy and other gourmet & nostalgic candy.

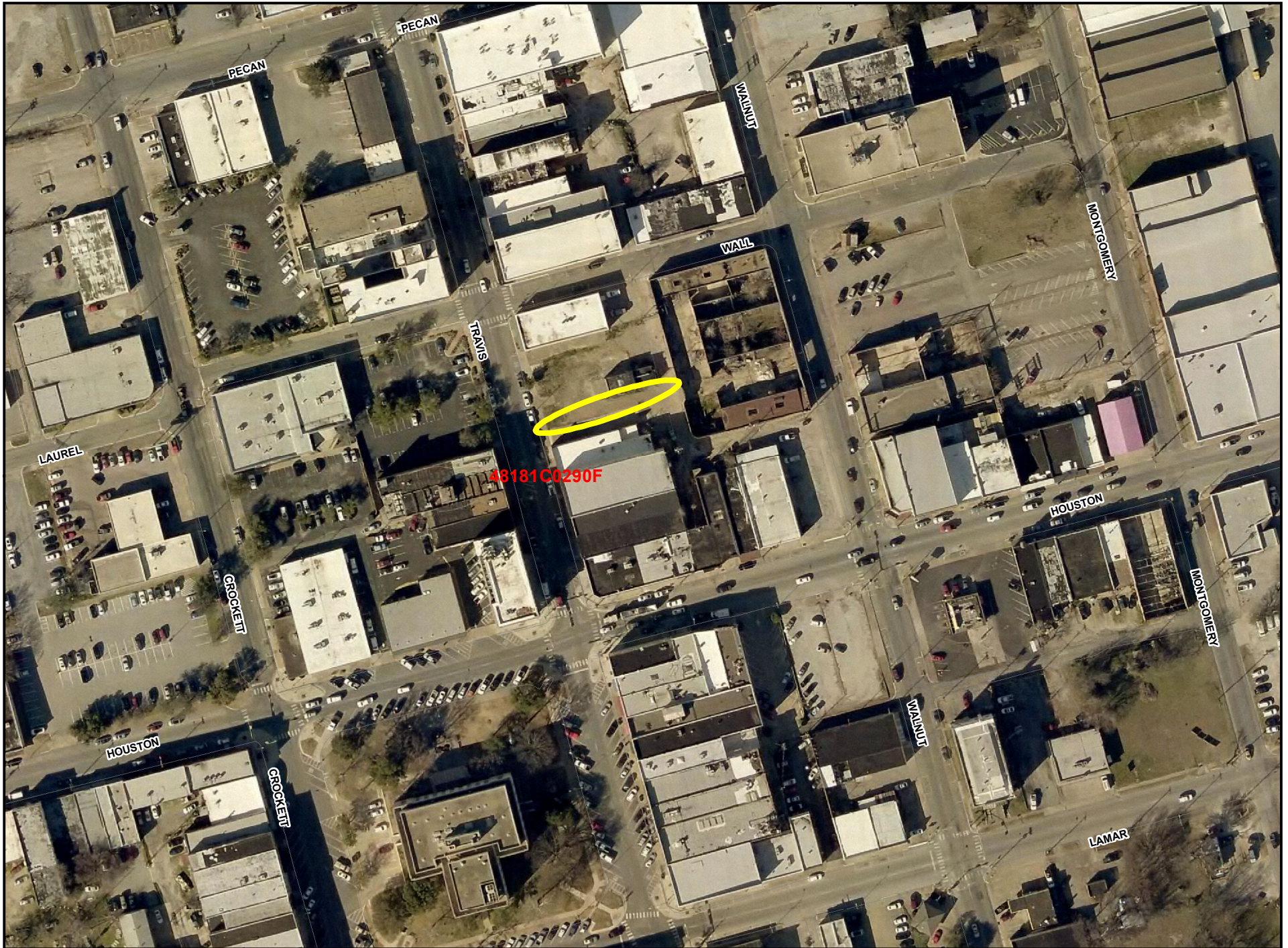
Our motivation to start up Pop Pop Soda Shoppe is to create a spot downtown that will attract all ages. Also we hope that this type business will attract more people to the downtown area. We hope to feature live entertainment such as music and movie nights utilizing three open lots next to our location creating more attraction to our downtown. We hope this will also be a "go to spot" for our community, before or after visiting other downtown businesses such as boutiques, painting with a twist, dining at a downtown restaurant and other activities including Main Street and Downtown Sherman Now.

Thank you for your time and consideration,

Gary & Regina Roberts

Gary L. Roberts
Regina Roberts

113 N. Travis



1 inch = 150 feet





City Council Regular Meeting

E.3.

Meeting Date: 03/20/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Revised Final Plat Approval of The Gardens at O'Hanlon Ranch, being 7.529 acres in the Elijah Hartzog Survey, Abstract No. 540 and the Fielding Bacon Survey, Abstract No. 120; Lamberth Crossing Joint Venture, Owners; Cross Engineering Consultants, Inc., Civil Engineer; and Preston Trail Land Surveying, Surveyor (2100-2400 blocks of Shady Oaks Lane, 2300 block of Norwood Street, and 2600-2800 blocks of West Lamberth Road)

Issue:

To consider Revised Final Plat approval of The Gardens at O'Hanlon Ranch, being 7.529 acres in the Elijah Hartzog Survey, Abstract No. 540 and the Fielding Bacon Survey, Abstract No. 120, located in the 2100-2400 blocks of Shady Oaks Lane, 2300 block of Norwood Street, and 2600-2800 blocks of West Lamberth Road

Background:

The property is located in the 2100-2400 blocks of Shady Oaks Lane, 2300 block of Norwood Street, and 2600-2800 blocks of West Lamberth Road, between Norwood Street and Shady Oaks Lane. The property is zoned a C-O (Office) District. A Specific Use Permit to allow patio homes in a C-O (Office) District was approved at the September 6, 2016 City Council Meeting for this property. This a revised final plat that was approved for seventeen (17) residential lots and two (2) commercial office lots at the November 22, 2016 Planning and Zoning Commission Meeting and the December 19, 2016 City Council Meeting. The owners revised the plat enlarging the residential lots for a total of sixteen (16) lots for residential patio homes and two (2) lots for commercial office development.

Origination:

Lamberth Crossing Joint Venture (Owners)
Cross Engineering Consultants, Inc. (Civil Engineer)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 21, 2017 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Revised Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

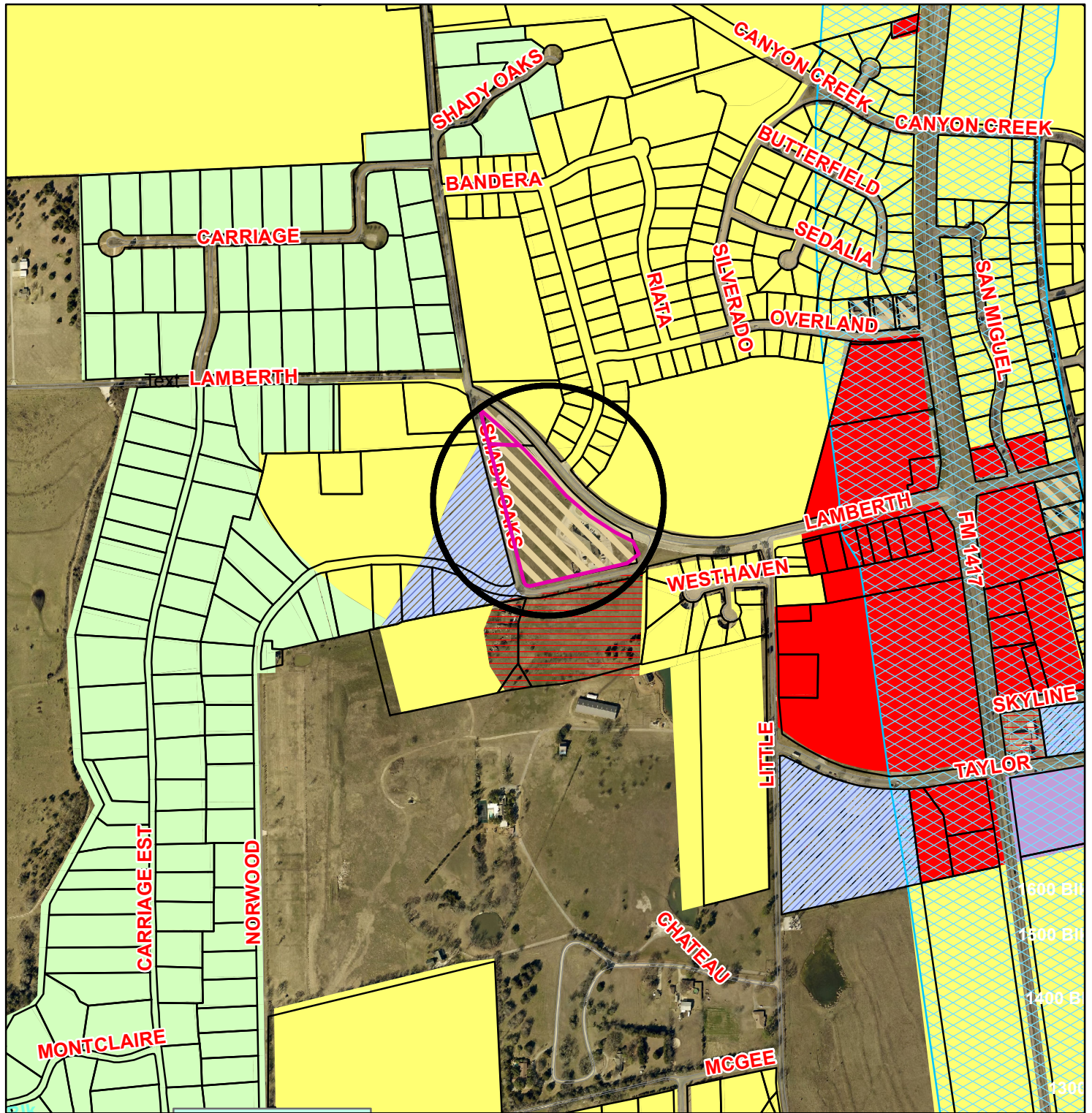
Location Map

Zoning Map

Revised Final Plat

Staff Review Letter

P&Z Communication



Zoning - 2100-2400 Blks. Shady Oaks Lane, 2300 Blks. Norwood St. & 2600-2800 Blks. W. Lamberth

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

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

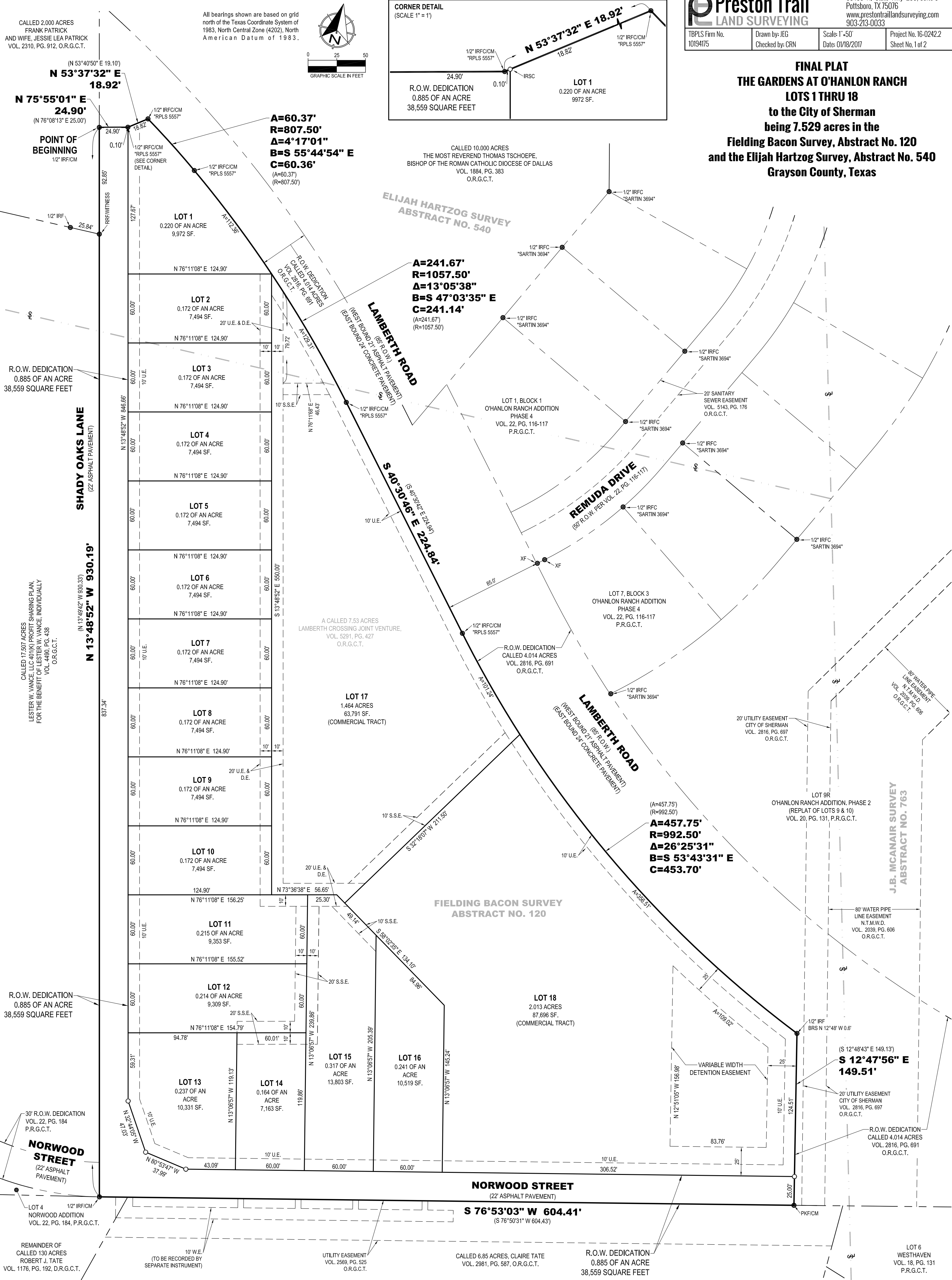
- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential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



City of Sherman, Texas
Developmental Services Department



1 in = 700 ft



OWNER'S CERTIFICATE

WHEREAS LAMBERTH CROSSING JOINT VENTURE is the rightful owner of all of that certain tract or parcel of land situated in the Fielding Bacon Survey, Abstract No. 120, and the Elijah Hartzog Survey, Abstract No. 540, City of Sherman, Grayson County, Texas, and being all of a called 7.53 acre tract of land described in the deed to Lambeth Crossing Joint Venture, A Texas Joint Venture, recorded in Volume 5291, Page 427, Official Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found the northwest corner of said 7.53 acre tract, common to the western-most southwest corner of a called 4.014 acre right-of-way dedication recorded in Volume 2816, Page 691, said Official Public Records, and on the easterly line of a called 2.000 acre tract of land described in the deed to Frank Patrick and wife, Jessie Lea Patrick, recorded in Volume 2310, Page 912, said Official Records, and at the intersection of the southerly right-of-way line of Lambeth Road and the centerline of Shady Oaks Lane;

THENCE with the northerly and easterly lines of said 7.53 acre tract, and with the southwesterly line of said right-of-way dedication, and with the southwesterly line of said Lambeth Road, the following seven (7) courses:

- North 75°50'1" East, a distance of 24.90 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS 5557" found for corner
- North 53°37'32" East, a distance of 18.92 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS 5557" found corner at the beginning of a non-tangent curve to the right having a delta angle of 04°17'01", a radius of 807.50 feet, and a chord bearing and distance of South 55°44'54" East, 60.36 feet;
- In a southeasterly direction, with said curve to the right, an arc distance of 60.37 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS 5557" found for the beginning of a compound curve having a delta angle of 13°05'38", a radius of 1057.50 feet, and a chord bearing and distance of South 47°03'35" East, 241.14 feet;
- In a southeasterly direction, with said compound curve, an arc distance of 241.67 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS 5557" found for corner;
- South 40°30'46" East, a distance of 224.84 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS 5557" found for the beginning of a curve to the left having a delta of 26°25'31", a radius of 992.50 feet, and a chord bearing and distance of South 53°43'31" East, 453.70 feet;
- In a southeasterly direction, with said curve to the left, an arc distance of 457.75 feet to the northeast corner of said 7.53 acre tract from which a 1/2-inch iron rod found bears North 12°48' West, a distance of 0.6 feet;
- South 12°47'56" East, a distance of 149.51 feet to a PK nail found for the southeast corner of said 7.53 acre tract, common to the southern-most southwest corner of said right-of-way dedication, and on the northerly line of a called 6.85 acre tract of land described in the deed to Claire Tate, recorded in Volume 2981, Page 587, said Official Records, and at a bend in Norwood Street;

THENCE South 76°53'03" West, with the southerly line of said 7.53 acre tract, and with the northerly line of said 6.85 acre tract a part of the way, and in said Norwood Street a part of the way, a distance of 604.41 feet to a 1/2-inch iron rod found for the southwest corner of said 7.53 acre tract, common to the easterly corner of Lot 4, Norwood Addition, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Volume 22, Page 184, Plat Records of Grayson County, Texas, and on the southwesterly side of a bend in said Norwood Street;

THENCE North 13°48'52" West, with the westerly line of said 7.53 acre tract, and in aforesaid Shady Oaks Lane a part of the way, passing en route at a distance of 837.35 feet a railroad spike found for witness at the southeast corner of aforesaid 2.000 acre tract, continuing on said course with the easterly line of said 2.000 acre tract, a total distance of 930.19 feet to the **POINT OF BEGINNING** and enclosing 7.529 acres (327,967 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **LAMBERTH CROSSING JOINT VENTURE**, does hereby adopt this plat designating the hereinbefore described property as **THE GARDENS AT O'HANLON RANCH, LOTS 1 THRU 18**, an Addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman, Texas.

BY: LAMBERTH CROSSING JOINT VENTURE, A TEXAS JOINT VENTURE

By: _____
Joe Gilbert, Managing Joint Venturer

By: _____
Dean Gilbert, Jr., Managing Joint Venturer

STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Joe Gilbert, 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 considerations therein.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20____.

Notary Public in and for the State of Texas

SURVEYORS CERTIFICATE

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground and that all monuments shown hereon actually actually exist and that their location, size, and material are correctly shown.

Chris R. Noah _____ Date _____
Registered Professional Land Surveyor No. 6585

CITY COUNCIL CERTIFICATE OF ACCEPTANCE

Accepted by the City Council of the City of Sherman, Texas:

Mayor, City of Sherman, Texas _____ Date _____

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing plat of **THE GARDENS AT O'HANLON RANCH, LOTS 1 THRU 18** to the City of Sherman was submitted to the City Council on the ____ day of _____, 20____, 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 hereinabove subscribed.

Witness my hand this ____ day of _____, A.D. 20____.

Clerk, City of Sherman, Texas _____

PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE

Accepted this ____ day of _____, 20____, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman _____ Secretary _____

FINAL PLAT
THE GARDENS AT O'HANLON RANCH
LOTS 1 THRU 18
to the City of Sherman
being 7.529 acres in the
Fielding Bacon Survey, Abstract No. 120
and the Elijah Hartzog Survey, Abstract No. 540
Grayson County, Texas

VICINITY MAP (NOT TO SCALE)

OWNER/DEVELOPER:
Lambeth Crossing Joint Venture
801 E Taylor Street
Sherman, TX 75090
Ph: 903-893-5188
Contact: Joe Gilbert

ENGINEER:
Cross Engineering Consultants
131 S Tennessee Street
McKinney, TX 75069
Ph: 972-562-4409
Contact: Jonathan Hake

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying
83493 N State Highway 289
Suite No. 5
Pottsboro, TX 75076
Ph: 903-213-0033

Preston Trail LAND SURVEYING

TBPLS Firm No. 1019475
Drawn by: JEG
Checked by: CRN
Scale: 1"=50'
Date: 01/18/2017
Project No. 16-0242.2
Sheet No. 2 of 2

STAFF REVIEW LETTER

February 13, 2017

Lamberth Crossing Joint Venture
801 E. Taylor Street
Sherman, TX 75090

Cross Engineering Consultants
131 S. Tennessee St.
McKinney, TX 75069

Preston Trail Land Surveying
83493 N. State Highway 289, Suite No. 5
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Final Plat of The Gardens at O'Hanlon Ranch has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 21, 2017 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on the plat.
5. Detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
6. Water and sewer shall be extended to serve the development. Sewer capacity shall be verified for proposed use.
7. Easements required per Engineering review of civil engineering plans.
8. Plans and specifications shall have City of Sherman approval prior to construction.
9. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
10. 2 Mylars must be submitted in 24"x36" size for recording. Mylars must be split to be 2 – 12"x18" pages per Grayson County requirements. 1 Mylar must not be cut down the center. Page 1 must have the image/drawing, Page 2 will have the legal description and all signature blocks. Both split pages must include the Subdivision Name block and page numbers. Submit a digital image to the Engineering department for approval prior to printing mylars.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Steve Ayers, Dir. Of Community and Support Services

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Don Keene, Asst. City Manager



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

Agenda Item No. 8.

Meeting Date: 02/21/2017

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

*** 2100-2400 BLOCKS SHADY OAKS LANE, 2300 BLOCK NORWOOD STREET AND
THE 2600-2800 BLOCKS W. LAMBERTH**

The request of Lamberth Crossing Joint Venture (Owners), Cross Engineering Consultants, Inc. (Civil Engineer) and Preston Trail Land Surveying (Surveyor) concerning the property in the 2100-2400 Blocks Shady Oaks Lane, 2300 Block Norwood Street and the 2600-2800 Blocks West Lamberth Road, being 7.529 acres in the Elijah Hartzog Survey, Abstract No. 540 and the Fielding Bacon Survey, Abstract No. 120, as follows;

Planning and Zoning Commission

Revised Final Plat approval of The Gardens at O'Hanlon Ranch.

Background:

The property is located in the 2100-2400 Blocks Shady Oaks Lane, 2300 Block Norwood Street and the 2600-2800 Blocks West Lamberth Road between Norwood Street and Shady Oaks Lane. The property is zoned a C-O (Office) District. A Specific Use Permit to allow patio homes in a C-O (Office) District was approved at the September 6, 2016, City Council Meeting for this property. This a revised final plat that was approved for 17 residential lots and 2 commercial office lots at the November 22, 2016, Planning and Zoning Commission Meeting and the December 19, 2016, City Council Meeting. The owner revised the plat enlarging the residential lots for a total of 16 lots for residential patio homes and 2 lots for commercial office development.

Adjacent Zoning:

R-A (Single Family Agricultural) District

R-1 (One Family Residential) District

R-2 (Multi-Family Residential) District

C-2 (General Commercial) District

Origination:

Lamberth Crossing Joint Venture (Owners)
Cross Engineering Consultants, Inc. (Civil Engineer)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map
Zoning Map
Revised Final Plat
Staff Review Letter



City Council Regular Meeting

E.4.

Meeting Date: 03/20/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Amending Final Plat Approval of Pebblebrook South, Phase II, being 8.653 acres in the Elizabeth Jones Survey, Abstract No. 625; Yousef B. Al-Ballam, Zakiah US, LLC, Owner; Greg Edwards Engineering Services, Engineer; and Cox Land Surveying Company, Surveyor (2200-2300 blocks of Peggey's Cove and Southridge Lane and 3400-3500 blocks of Dartmouth Lane)

Issue:

To consider Amending Final Plat Approval of Pebblebrook South, Phase II, being 8.653 acres in the Elizabeth Jones Survey, Abstract No. 625 located in the 2200-2300 blocks of Peggey's Cove and Southridge Lane and 3400-3500 blocks of Dartmouth Lane

Background:

The property is located in the 2200-2300 blocks of Peggey's Cove and Southridge Lane and 3400-3500 blocks of Dartmouth Lane in the Pebblebrook subdivision off South F.M. 1417 (Heritage Parkway). This is an amendment to correct errors to the Final Plat of the Pebblebrook South, Phase II Addition, filed December 8, 2016 in Volume 24, Page 24 of the Grayson County Plat Records.

Origination:

Yousef B. Al-Ballam, Zakiah US, LLC (Owner)
Greg Edwards Engineering Services (Engineer)
Cox Land Surveying Company (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 21, 2017 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that Amending the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

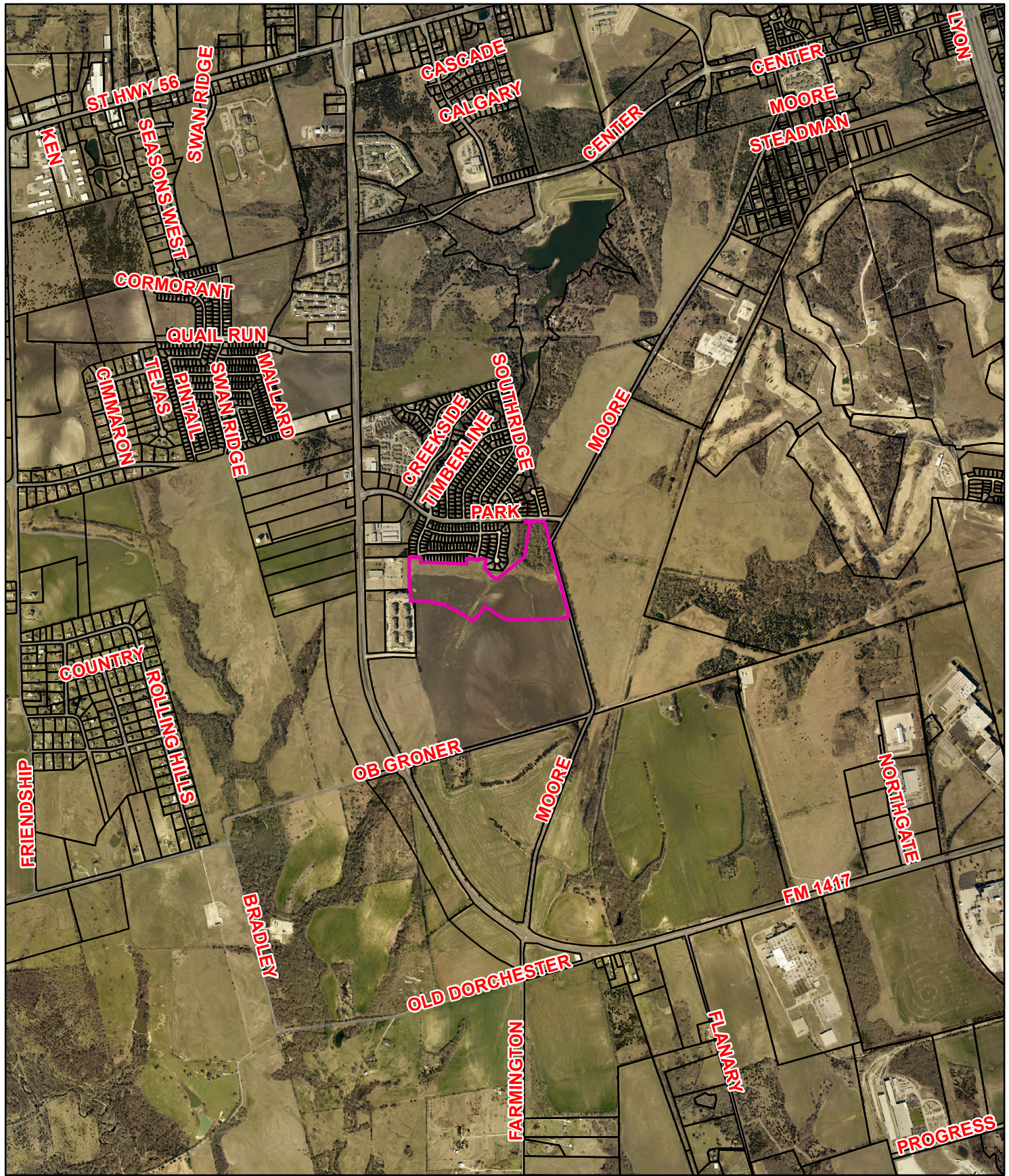
Location Map

Zoning Map

Amended Plat

Staff Review Letter

P&Z Communication

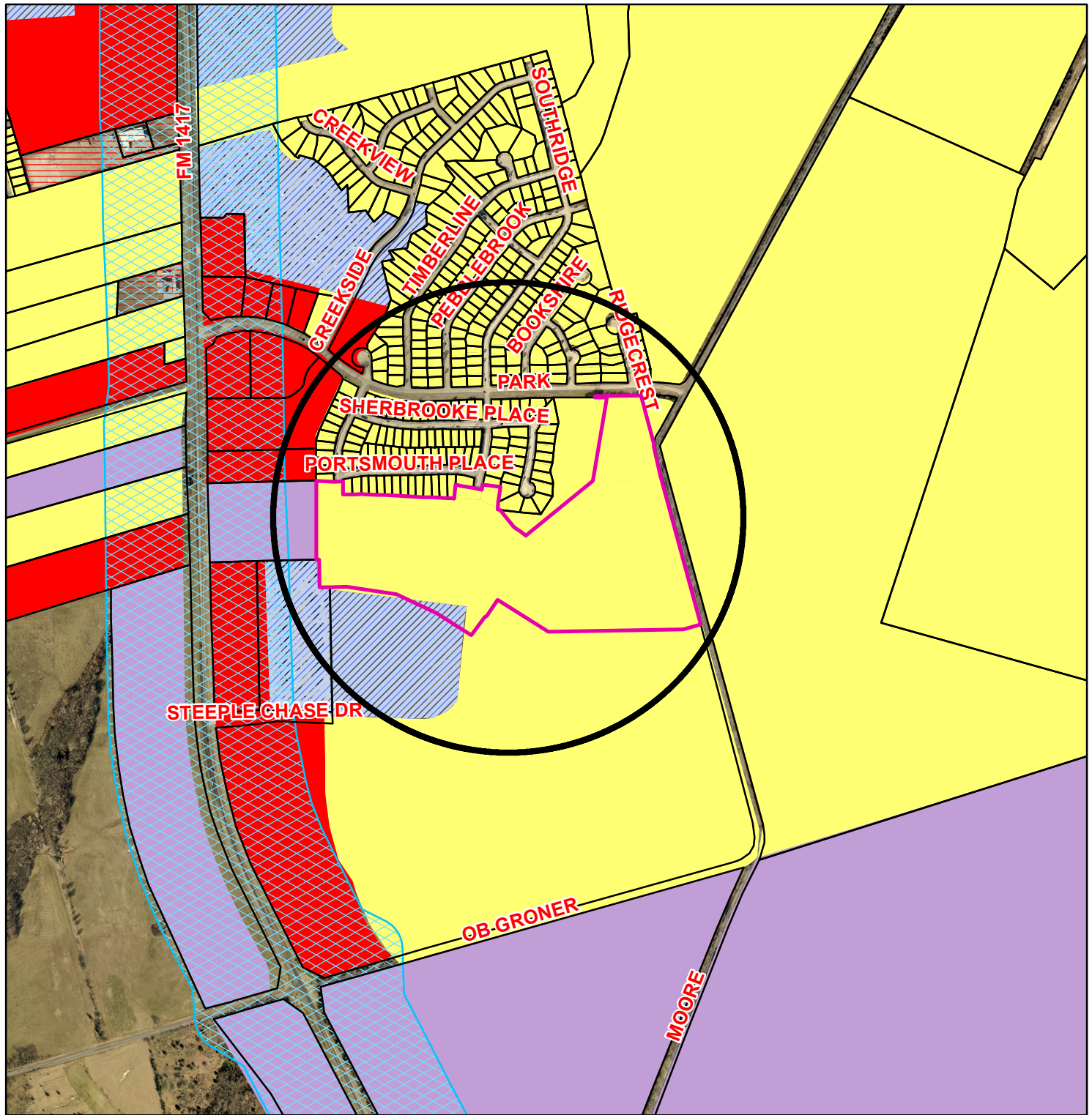


Zoning - Amending Final Plat of Pebblebrook South, Phase II



NOT TO SCALE

1 in = 2,000 ft



Zoning - Amending Final Plat of Pebblebrook South, Phase II

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

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

Unknown

- BIP Ballock 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

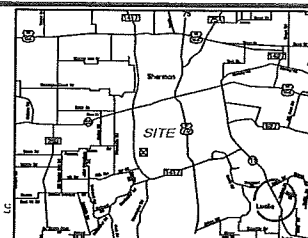
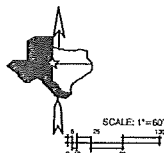


City of Sherman, Texas
Developmental Services Department

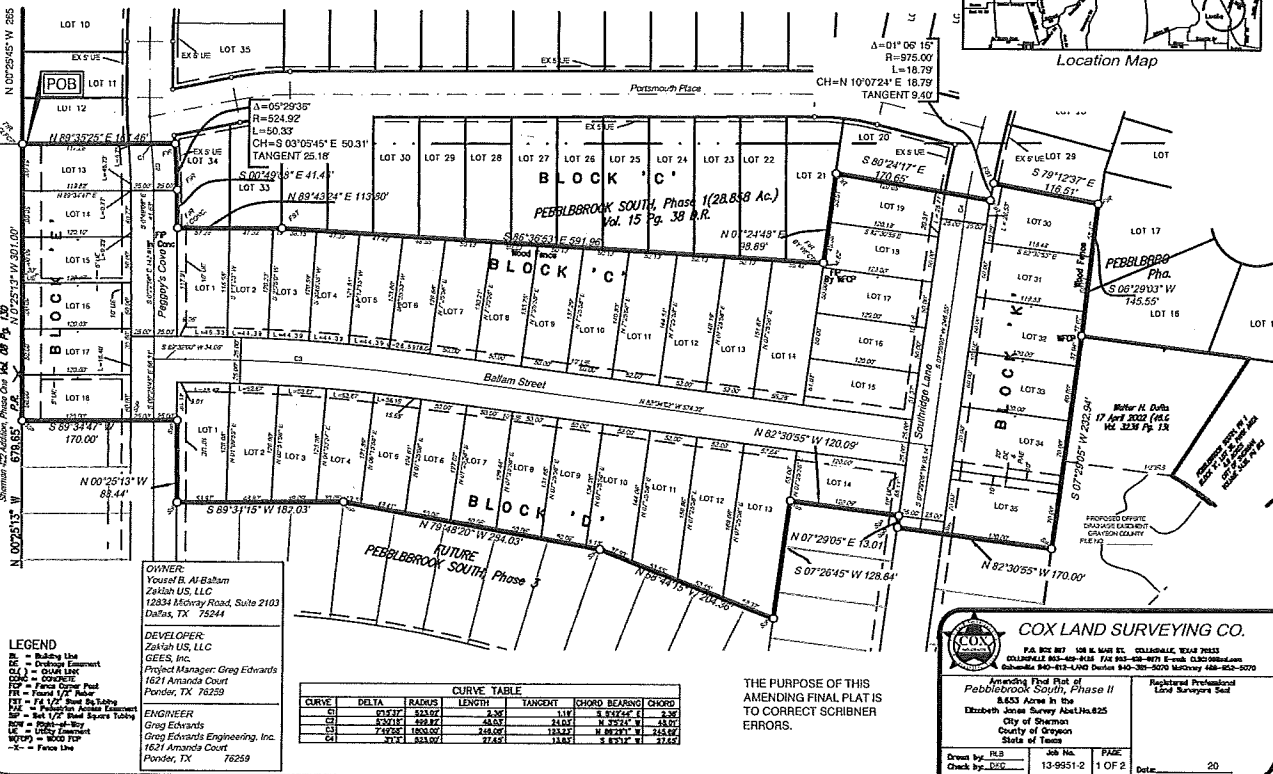


1 in = 900 ft

• • • Scale of Survey • • •
 South Area, Block 1
 Public Record South Phase I
 Vol. 15 Pg. 38 P.R.



Location Map



Curve	Delta	Radius	Length	Tangent	Chord	Bearing	Chord
C1	93°37'	323.92'	236'	117'	117'	S 89°24' E	236'
C2	93°37'	323.92'	236'	117'	117'	S 89°24' E	236'
C3	93°37'	323.92'	236'	117'	117'	S 89°24' E	236'
C4	93°37'	323.92'	236'	117'	117'	S 89°24' E	236'

THE PURPOSE OF THIS
 AMENDING FINAL PLAT IS
 TO CORRECT SCRIBNER
 ERRORS.

COX LAND SURVEYING CO.
 P.O. BOX 887, 128 E. MAIN ST., COLLEGE STATION, TEXAS 77803
 COLLEGE STATION 77803-0887 FAX 805-498-4971 E-MAIL CLS@coxland.com
 GALVESTON 840-613-1400 DALLAS 840-385-5070 HOUSTON 409-853-5070

Amending Final Plat of
 Pebblebrook South, Phase II
 8.653 Acres in the
 Elizabeth Jones Survey Abct. 825
 City of Sherman
 County of Grayson
 State of Texas

Drawn by: JLS
 Check by: DSD
 13-9951-2 1 OF 2 Date: 20

Final Plat of
 PEBBLEBROOK SOUTH, PHASE II
 City of Sherman, County of Grayson, State of Texas

OWNERS DEDICATION
 State of Texas
 County of Grayson

Whereas, that Zakhia US, LLC is the owner of a tract of land situated in the Elizabeth Jones Survey, Abstract Number 825, City of Sherman, County of Grayson, State of Texas, said tract being part of a 17.56 acre tract as described in Deed to ZAKHIA US, LLC Volume 9770 pg 660 of the Deed Records of the County of Grayson, State of Texas, and being more fully described as follows:

Beginning for the northwest corner of the tract being described herein as a found 1/2 inch Steel Rebar being the most westerly south west corner of Pebblebrook South Phase I Addition, and Recorded in Volume 13 Page 38 of the Plat Records of Grayson County, Texas;

Thence: North 89 degrees 35 minutes 25 seconds East, a distance of 167.46 feet to a found 1/2 inch Steel Rebar for a corner in this tract and being that start of a curve to the right having a radius of 524.92 feet and an arc length of 50.33 feet;

Thence: With said curve to the right a chord bearing of South 03 degrees 06 minutes 45 seconds East, and a chord distance of 50.31 feet to a found 1/2 inch Steel Rebar for a corner of this tract;

Thence: South 00 degrees 49 minutes 03 seconds East, with the south line of said Phase I, a distance of 41.43 feet to a found 1/2 inch Steel Rebar in concrete for a corner of this tract;

Thence: North 89 degrees 43 minutes 24 seconds East, a distance of 113.80 feet to a found 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: South 66 degrees 36 minutes 53 seconds East, with the south line of said Phase I, a distance of 591.99 feet to a found 1/2 inch Steel Rebar for corner of this tract;

Thence: North 07 degrees 24 minutes 48 seconds East, with the south line of said Phase I, a distance of 98.89 feet to a found 1/2 inch Steel Rebar for corner of this tract;

Thence: South 60 degrees 24 minutes 17 seconds East, with the south line of said Phase I, a distance of 170.65 feet to a found 1/2 inch Steel Rebar for corner of this tract and being at the start of a curve to the right whose radius is 975.00 feet and an arc length of 18.79 feet;

Thence: With said curve to the right, a chord bearing of North 10 degrees 07 minutes 24 seconds East, and a chord length of 18.79 feet to a found 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: South 79 degrees 12 minutes 37 seconds East, with the south line of said Phase I, a distance of 116.51 feet to a found 1/2 inch Steel Rebar for a corner of this tract;

Thence: South 06 degrees 29 minutes 03 seconds West with the south line of said Phase I, a distance of 145.55 feet to a wood fence corner post for a corner of this tract;

Thence: South 07 degrees 29 minutes 05 seconds East, a distance of 232.94 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: North 82 degrees 30 minutes 55 seconds west, a distance of 170.00 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: North 07 degrees 29 minutes 05 seconds East, a distance of 13.01 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: North 82 degrees 30 minutes 55 seconds West, a distance of 120.09 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: South 07 degrees 26 minutes 45 seconds West, a distance of 128.81 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: North 68 degrees 44 minutes 15 seconds West, a distance of 204.36 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: North 79 degrees 48 minutes 20 seconds West, a distance of 284.03 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: South 89 degrees 34 minutes 15 seconds West, a distance of 182.03 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: South 89 degrees 25 minutes 13 seconds West, a distance of 88.44 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: North 00 degrees 25 minutes 13 seconds West, a distance of 301.00 feet to the POINT OF BEGINNING and containing 8.653 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT, Zakhia US, LLC does hereby adopt this plat designating the herein described property as Pebblebrook South Addition Phase II, City of Sherman, County of Grayson, Texas, and does hereby dedicate to the public use forever the Streets and easements for the same purpose and consideration expressed herein.

Yousef Al-Battam, President

STATE OF TEXAS

Before me, the undersigned Notary Public for the State of Texas, on this day personally appeared Yousef Al-Battam, 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 and in the capacity stated.

Given under my hand and seal of office this ____ day of _____, 20__.

Notary Public-State of Texas

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS: THAT I, Don K. Cox, Registered Professional Land Surveyor Number 4377, do hereby certify that this plat was prepared from an actual survey of the land described herein, and that the same instruments shown herein were found and placed under my supervision in accordance with the order of said City of Sherman, Texas.

Don K. Cox, Texas Registered Professional Land Surveyor Number 4377

LEGEND
 B = Building Line
 E = Easement
 C = CONCRETE
 D = DRAINAGE EASEMENT
 F = FENCE
 G = GRASS
 H = HOUSING
 I = IRON
 J = JAIL
 K = KITCHEN
 L = LAWN
 M = MOUNTAIN
 N = NAIL
 O = OIL
 P = POND
 Q = QUARTERS
 R = ROAD
 S = SAND
 T = TANK
 U = UTILITY
 V = VENT
 W = WOOD
 X = FENCE LINE

CERTIFICATE OF APPROVAL
 Approved this ____ day of _____, 20__ by the City Planning and Zoning Commission of the City of Sherman, Texas.

APPROVED BY THE CITY CLERK OF THE CITY OF SHERMAN
 Signed, City of Sherman, Texas

OWNER:
 Yousef B. Al-Battam
 Zakhia US, LLC
 12834 Midway Road, Suite 2103
 Dallas, TX 75244

DEVELOPER:
 Zakhia US, LLC
 GEES, Inc.
 Project Manager: Greg Edwards
 1621 Amanda Court
 Ponder, TX 76259

ENGINEER:
 Greg Edwards
 Greg Edwards Engineering, Inc.
 1621 Amanda Court
 Ponder, TX 76259

THE PURPOSE OF THIS
 AMENDING FINAL PLAT IS
 TO CORRECT SCRIBNER
 ERRORS.

COX LAND SURVEYING CO.
 P.O. BOX 887, 128 E. MAIN ST., COLLEGE STATION, TEXAS 77803
 COLLEGE STATION 77803-0887 FAX 805-498-4971 E-MAIL CLS@coxland.com
 GALVESTON 840-613-1400 DALLAS 840-385-5070 HOUSTON 409-853-5070

Amending Final Plat of
 Pebblebrook South, Phase II
 8.653 Acres in the
 Elizabeth Jones Survey Abct. 825
 City of Sherman
 County of Grayson
 State of Texas

Drawn by: JLS
 Check by: DSD
 13-9951-2 2 OF 2 Date: 20

STAFF REVIEW LETTER

February 13, 2017

Zakiah US, LLC
12834 Midway Road, Suite 2103
Dallas, TX 75244

GEES, Inc.
1621 Amanda Court
Ponder, TX 76259

Dear Applicants,

The request for approval of the Amending Final Plat of Pebblebrook South, Phase II has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 21, 2017 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on the plat.
5. Ensure all grammar and spelling errors are corrected prior to recording plat.
6. Change the word "scribner" to "scrivener's" in the reason to be amended blurb.
7. Sidewalks shall be installed with each residence from property to property line.
8. 2 Mylars must be submitted in 24"x36" size for recording. Mylars must be split to be 2 – 12"x18" pages per Grayson County requirements. 1 Mylar must not be cut down the center. Page 1 must have the image/drawing, Page 2 will have the legal description and all signature blocks. Both split pages must include the Subdivision Name block and page numbers. Submit a digital image to the Engineering department for approval prior to printing mylars.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Steve Ayers, Dir. Of Community and Support Services

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Don Keene, Asst. City Manager



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

Agenda Item No. 12.

Meeting Date: 02/21/2017

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

*** 2200-2300 BLOCKS PEGGEY'S COVE AND SOUTHRIDGE LANE AND THE
3400-3500 BLOCKS DARTMOUTH LANE**

The request of Yousef B. Al-Ballam, Zakiah US, LLC (Owner), Greg Edwards Engineering Services (Engineer) and Cox Land Surveying Company (Surveyor) concerning the property located in the 2200-2300 Blocks Peggey's Cove and Southridge Lane and the 3400-3500 Blocks Dartmouth Lane, being 8.653 acres in the Elizabeth Jones Survey, Abstract No. 625, as follows:

Planning & Zoning Commission

Amending Final Plat approval of Pebblebrook South, Phase II

Background:

The property is located in the 2200-2300 Blocks of Peggey's Cove and Southridge Lane and the 3400-3500 Blocks of Dartmouth Lane in the Pebblebrook subdivision off South FM 1417 (Heritage Parkway). This is an amendment to correct errors to the Final Plat of the Pebblebrook South, Phase II Addition, filed December 8, 2016 in Volume 24, Page 24 of the Grayson County Plat Records.

Adjacent Zoning:

R-1 (One Family Residential) District

R-2 (Multi-Family Residential) District

C-1 (Retail Business) District

M-1 (Light Manufacturing) District

Origination:

Zakiah US, LLC (Owners)

GEES, Inc. (Engineer)

Cox Land Surveying Company (Surveyor)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map

Zoning Map

Amended Plat

Staff Review Letter



City Council Regular Meeting

E.5.

Meeting Date: 03/20/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Amending Final Plat Approval of Pebblebrook South, Phase III, being 8.99 acres in the Elizabeth Jones Survey, Abstract No. 625; Yousef B. Al-Ballam, Zakiah US, LLC, Owners; GEES, Inc., Engineer; and Cox Land Surveying Company, Surveyor (2300 blocks of Peggy's Cove and Southridge Lane and 3400-3500 blocks of Hanan Street)

Issue:

To consider Amending Final Plat Approval of Pebblebrook South, Phase II, being 8.99 acres in the Elizabeth Jones Survey, Abstract No. 625, located in the 2300 blocks of Peggy's Cove and Southridge Lane and 3400-3500 blocks of Hanan Street

Background:

The property is located in the 2300 blocks of Peggy's Cove and Southridge Lane and 3400-3500 blocks of Hanan Street in the Pebblebrook subdivision off South F.M. 1417 (Heritage Parkway). This is an amendment to correct errors to the Final Plat of Pebblebrook South, Phase III Addition, filed December 14, 2016 in Volume 24, Page 28 of the Grayson County Plat Records.

Origination:

Zakiah US, LLC (Owners)

GEES, Inc. (Engineer)

Cox Land Surveying Company (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 21, 2017 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that Amending the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

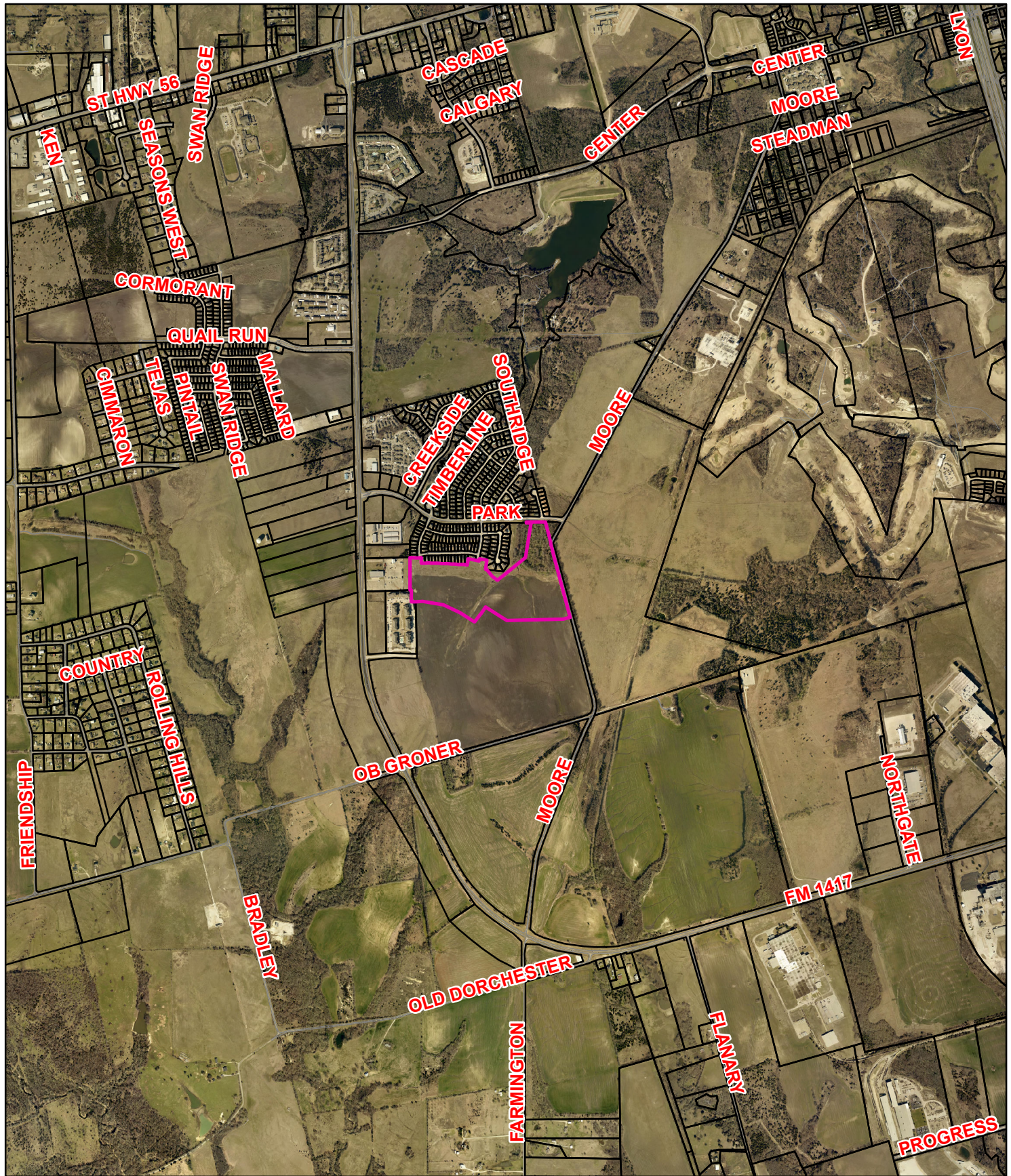
Location Map

Zoning Map

Amended Plat

Staff Review Letter

P&Z Communication

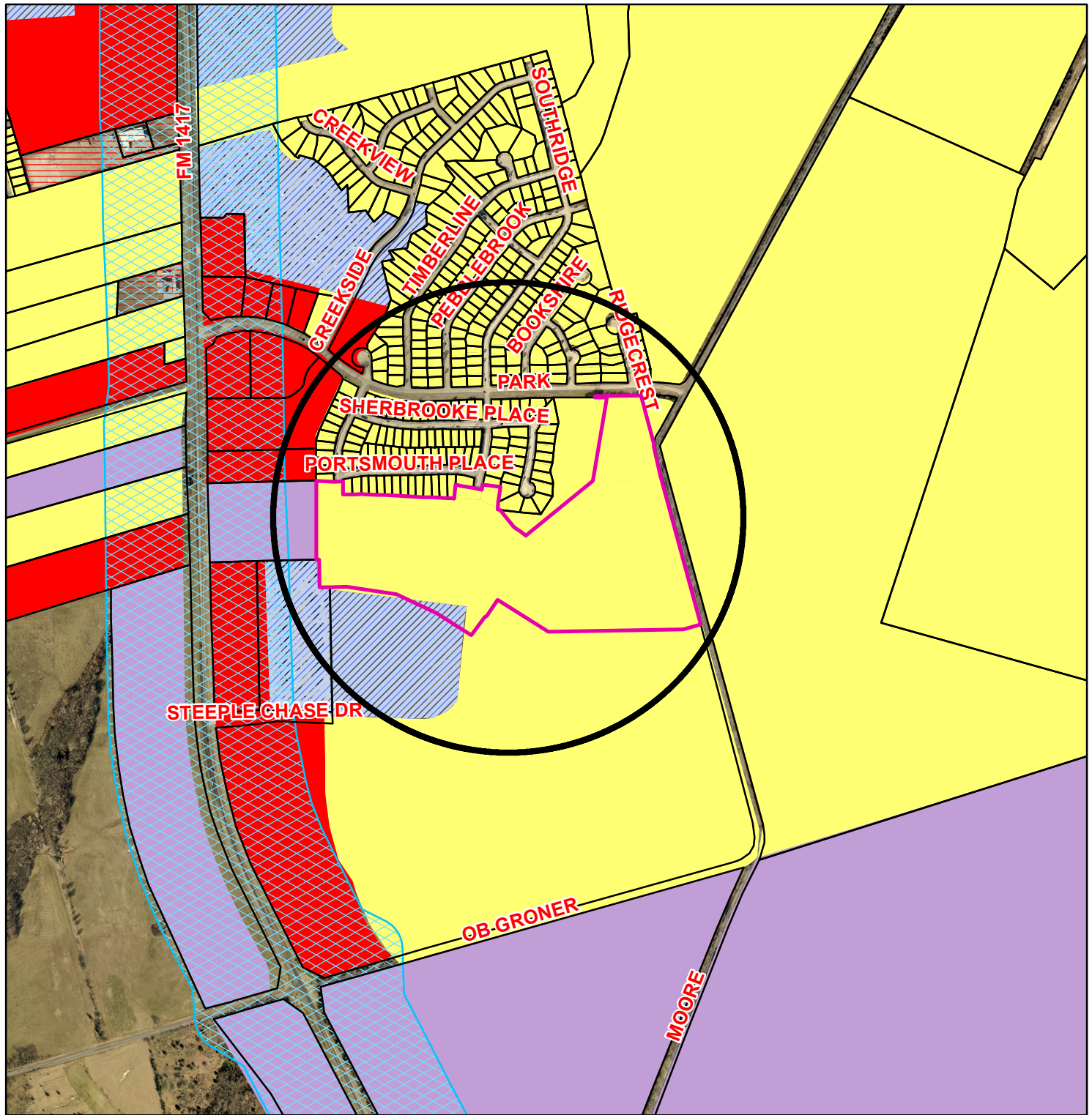


Zoning - Amending Final Plat of Pebblebrook South, Phase III



NOT TO SCALE

1 in = 2,000 ft



Zoning - Amending Final Plat of Pebblebrook South, Phase III

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

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

Unknown

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



City of Sherman, Texas
Developmental Services Department



1 in = 900 ft

STAFF REVIEW LETTER

February 13, 2017

Zakiah US, LLC
12834 Midway Road, Suite 2103
Dallas, TX 75244

GEES, Inc.
1621 Amanda Court
Ponder, TX 76259

Dear Applicants,

The request for approval of the Amending Final Plat of Pebblebrook South, Phase III has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 21, 2017 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on the plat.
5. Ensure all grammar and spelling errors are corrected prior to recording plat.
6. Change the word "scribner" to "scrivener's" in the reason to be amended blurb.
7. Sidewalks shall be installed with each residence from property to property line.
8. 2 Mylars must be submitted in 24"x36" size for recording. Mylars must be split to be 2 – 12"x18" pages per Grayson County requirements. 1 Mylar must not be cut down the center. Page 1 must have the image/drawing, Page 2 will have the legal description and all signature blocks. Both split pages must include the Subdivision Name block and page numbers. Submit a digital image to the Engineering department for approval prior to printing mylars.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Steve Ayers, Dir. Of Community and Support Services

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Don Keene, Asst. City Manager



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

Agenda Item No. 13.

Meeting Date: 02/21/2017

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

*** 2300 BLKS. PEGGEY'S COVE & SOUTHRIDGE LANE & THE 3400-3500 BLKS.
HANAN ST. need signature on application**

The request of Yousef B. Al-Ballam, Zakiah US, LLC (Owners), GEES, Inc. (Engineer) and Cox Land Surveying Company (Surveyor) concerning the property in the 2300 Blocks of Peggey's Cove and Southridge Lane and the 3400-3500 Blocks of Hanan Street, being 8.99 acres in the Elizabeth Jones Survey, Abstract No. 625, as follows;

Planning and Zoning Commission

Amending Final Plat approval of Pebblebrook South, Phase III

Background:

The property is located in the 2300 Blocks of Peggey's Cove and Southridge Lane and the 3400-3500 Blocks of Hanan Street in the Pebblebrook subdivision off South FM 1417 (Heritage Parkway). This is an amendment to correct errors to the Final Plat of Pebblebrook South, Phase III Addition, filed December 14, 2016 in Volume 24, Page 28 of the Grayson County Plat Records.

Adjacent Zoning:

R-1 (One Family Residential) District

R-2 (Multi-Family Residential) District

C-1 (Retail Business) District

M-1 (Light Manufacturing) District

Origination:

Zakiah US, LLC (Owners)

GEES, Inc. (Engineer)

Cox Land Surveying Company (Surveyor)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map

Zoning Map

Amended Plat

Staff Review Letter



City Council Regular Meeting

E.6.

Meeting Date: 03/20/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of Lot 3 of Community USA Addition, being Lot 3, Block 1, Community USA Addition, containing 7.024 acres in the Elizabeth Jones Survey, Abstract No. 625; Sherman Storage I, LLC and Steve Palmer, Owners; and Helvey-Wagner Surveying, Inc., Surveyor [2105, 2107 and 2115 South F.M. 1417 (Heritage Parkway)]

Issue:

To consider Replat approval of Lot 3 of Community USA Addition, being Lot 3, Block 1, Community USA Addition, containing 7.024 acres in the Elizabeth Jones Survey, Abstract No. 625, located at 2105, 2107 and 2115 South F.M. 1417 (Heritage Parkway)

Background:

The property is located at 2105, 2107 and 2115 South F.M. 1417 (Heritage Parkway), between Park Avenue and OB Groner Road. The owners would like to replat the property into two lots for commercial development.

Origination:

Sherman Storage I, LLC and Steve Palmer (Owners)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 21, 2017 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

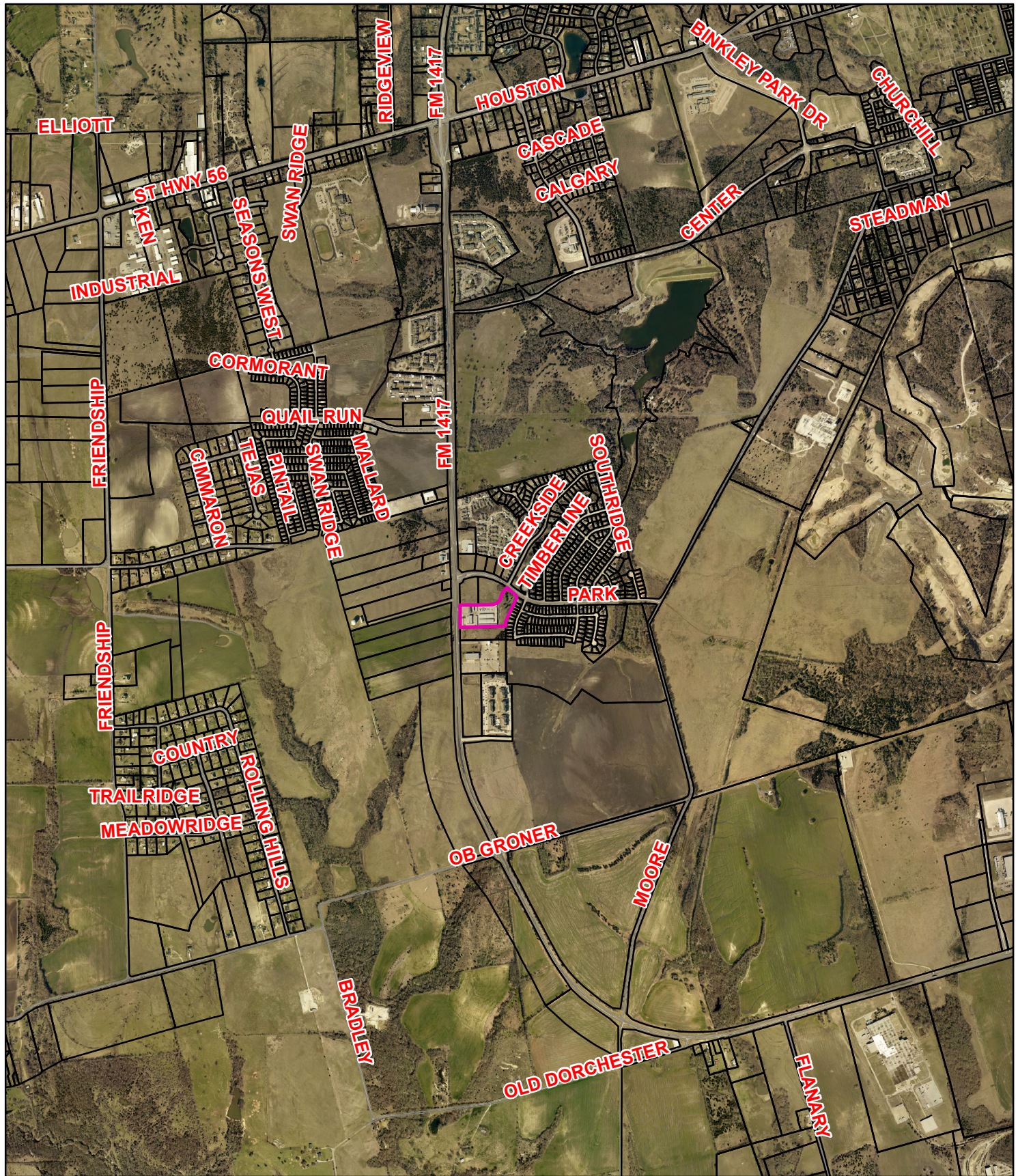
Location Map

Zoning Map

Replat

Staff Review Letter

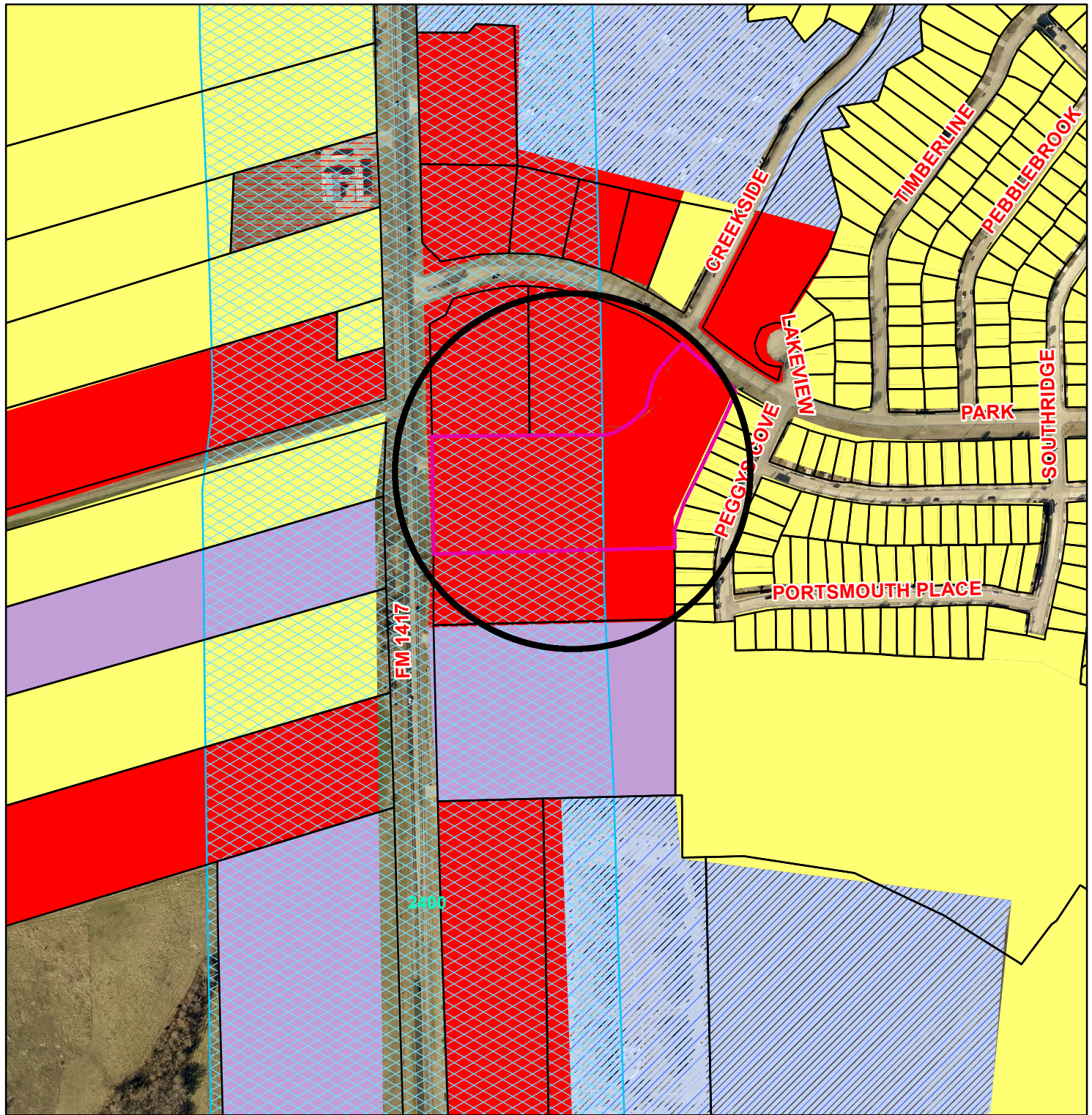
P&Z Communication



**2105, 2107 & 2115 S. FM 1417 (Heritage Parkway)
Replat Lot 3 Community USA Addition**



1 in = 2,000 ft



Zoning - 2105, 2107 & 2115 S. FM 1417 (Heritage Parkway) Replat Lot 3 of Community USA Addition

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

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

Unknown

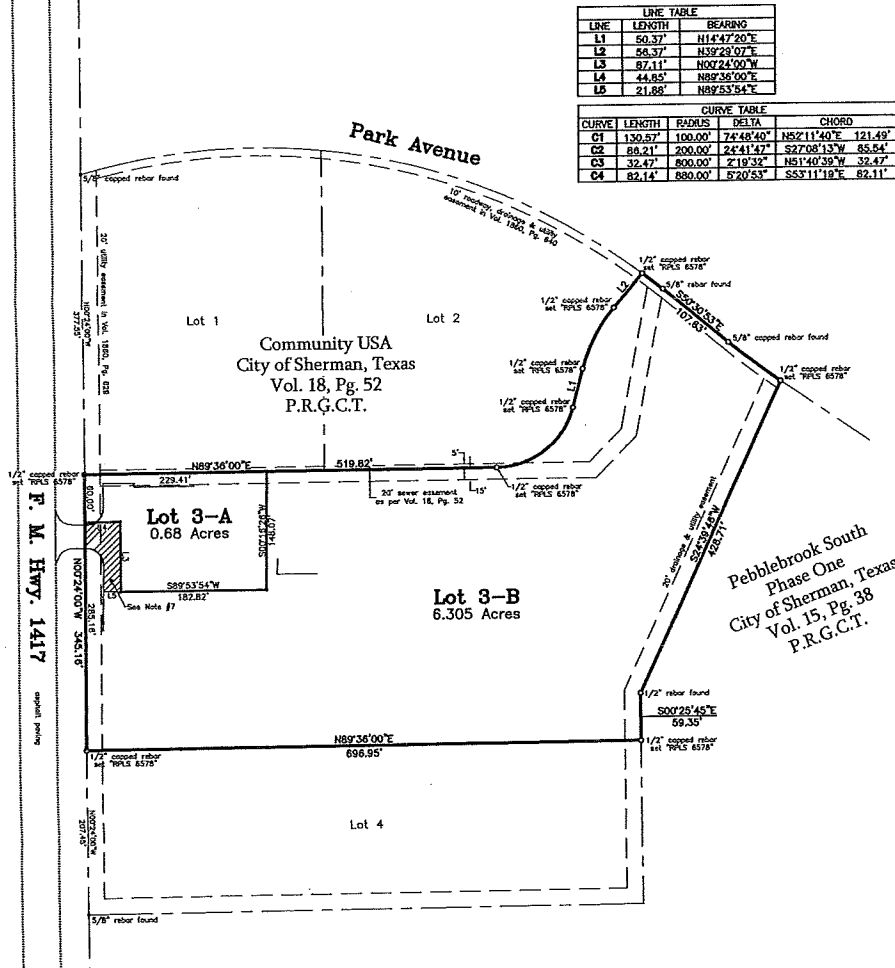
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District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



City of Sherman, Texas
Developmental Services Department



1 in = 403 ft



LINE	LENGTH	BEARING
L1	50.57'	N14°47'20"E
L2	58.37'	N39°29'07"E
L3	87.11'	N00°24'00"W
L4	44.85'	N89°36'00"E
L5	21.88'	N89°53'54"E

CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	130.57'	100.00'	74°44'40"	N5°21'14"E 121.49'
C2	89.21'	200.00'	24°41'42"	S27°08'13"W 65.54'
C3	32.47'	800.00'	2°19'32"	N51°40'39"W 32.47'
C4	82.14'	880.00'	5°20'53"	S53°11'18"E 82.11'

Replat of Lot 3 of Community USA Addition to the City of Sherman, Texas 7.024 Acres

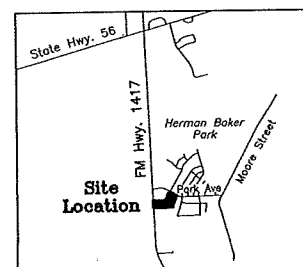
in the
Eliazabeth Jones Survey
Abstract No. 625

General Notes:

1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery Company.
4. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0400 F, Revised Date: September 29, 2010.
5. Neither Grayson County nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
6. All lot corners represent 1/2 inch capped rebars set, stamped "RPLS 6578", unless otherwise noted.
7. Cross-hatched area represents a non-exclusive ingress/egress easement per this plat for the benefit of Lot 3-A to provide access to said lot.

Owner:
Sherman Storage I, LLC
c/o Tim Parsons
PO Box 131749
The Woodlands, TX 77393
Ph: 713-539-0990

Vicinity Map (not to scale)



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

STAFF REVIEW LETTER

February 13, 2017

Sherman Storage I, LLC
c/o Tim Parsons
P.O. Box 131749
The Woodlands, TX 77393

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

Dear Applicants,

The request for approval of the Replat of Lot 3 of Community USA Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 21, 2017 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on the plat.
5. Mutual access easement recommended to be dedicated in separate instrument and recording info of said mutual access easement to all Lots including Lot 4 to be noted on plat.
6. Show Point of Beginning on drawing.
7. Calls must match drawing.
8. Indicate all Curves and Lines in accordance to line/curve table.
9. Show existing water lines and water line easements, note Volume and Page of easements.
10. Show approximate center line of drainage creek.
11. Additional Right-of-Way along F.M. 1417 may be required.
12. 2 Mylars must be submitted in 24"x36" size for recording. Mylars must be split to be 2 – 12"x18" pages per Grayson County requirements. 1 Mylar must not be cut down the center. Page 1 must have the image/drawing, Page 2 will have the legal description and all signature blocks. Both split pages must include the Subdivision Name block and page numbers. Submit a digital image to the Engineering department for approval prior to printing mylars.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Steve Ayers, Dir. Of Community and Support Services

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Don Keene, Asst. City Manager



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

Agenda Item No. 16.

Meeting Date: 02/21/2017

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

*** 2105, 2107 & 2115 S FM 1417 (HERITAGE PARKWAY)**

The request of Sherman Storage I, LLC and Steve Palmer (Owners) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 2105, 2107 and 2115 South FM 1417 (Heritage Parkway), being Lot 3, Block 1, Community USA Addition, containing 7.024 acres in the Elizabeth Jones Survey, Abstract No. 625, as follows;

Planning and Zoning Commission

Replat approval of Lot 3 of Community USA Addition

Background:

The property is located at 2105, 2107 and 2115 South FM 1417 (Heritage Parkway) between Park Avenue and OB Groner Road. The owner would like to replat the property into two lots for commercial development.

Adjacent Zoning:

R-1 (One Family Residential) District

C-1 (Retail Business) District

M-1 (Light Manufacturing) District

Origination:

Sherman Storage I, LLC and Steve Palmer (Owners)

Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map

Zoning Map

Replat

Staff Review Letter



City Council Regular Meeting

E.7.

Meeting Date: 03/20/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of the Alcoholic Services Addition, a Replat of Lot 1, Block 1, Helen Perkins Addition and Lot 6R, Block 1, Replat of Lots 1R and 3R, Block 1 of the Replat of Lot 2, Block 1, Helen Perkins Addition, being 4.328 acres in the Rueben Hendrix Survey, Abstract No. 504; Alcoholic Services of Texoma, Inc. and Lamance Properties, LP, Owners; and Helvey-Wagner Surveying, Inc., Surveyor (2411 Texoma Parkway)

Issue:

To consider Replat approval of the Alcoholic Services Addition, a Replat of Lot 1, Block 1, Helen Perkins Addition and Lot 6R, Block 1, Replat of Lots 1R and 3R, Block 1 of the Replat of Lot 2, Block 1, Helen Perkins Addition, being 4.328 acres in the Rueben Hendrix Survey, Abstract No. 504, located at 2411 Texoma Parkway

Background:

The property is located at 2411 Texoma Parkway; at the northeast corner of Texoma Parkway and Baker Drive. The owners would like to replat the property into two lots for commercial development.

Origination:

Alcoholic Services of Texoma, Inc. and Lamance Properties, LP (Owners)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 21, 2017 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

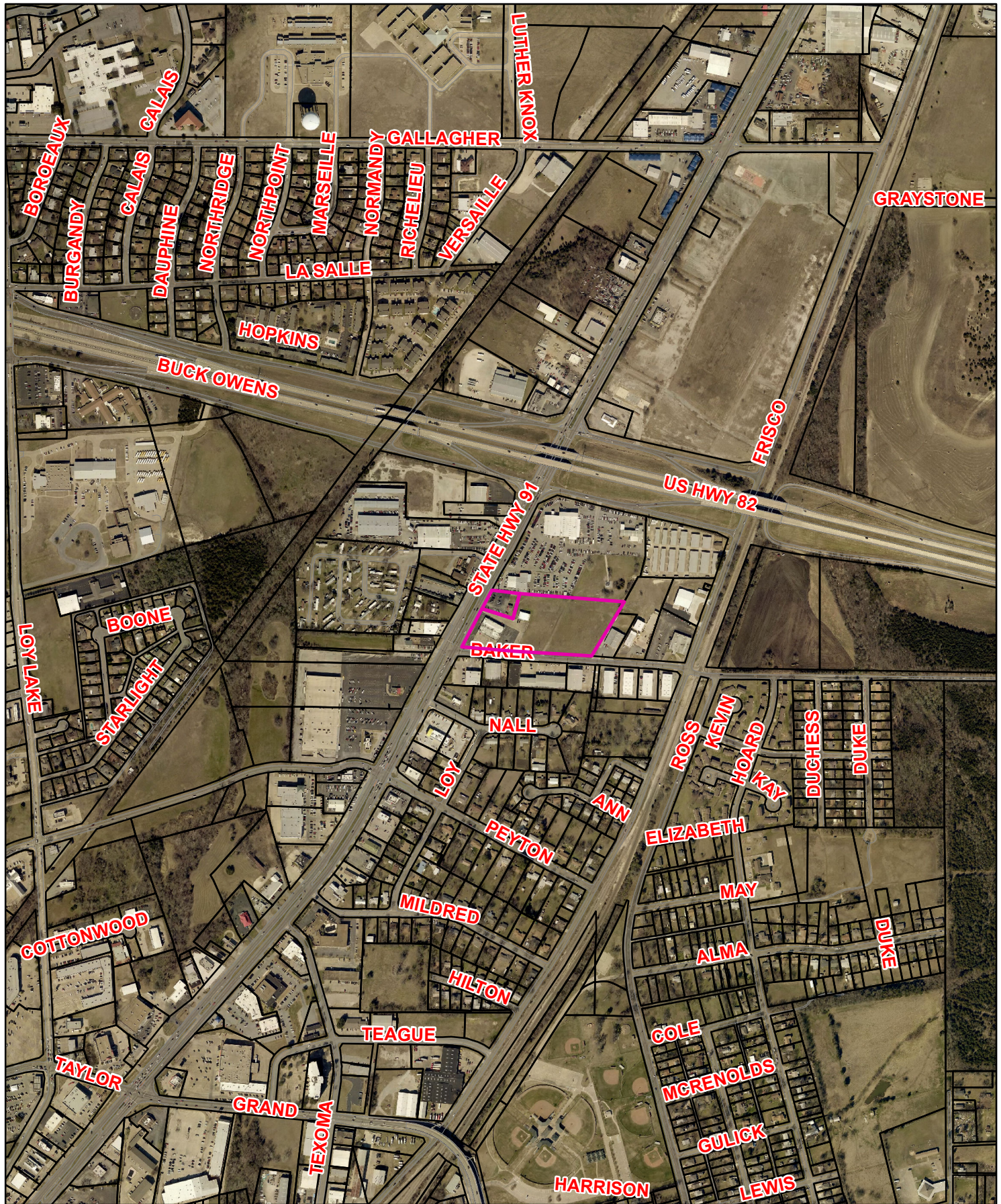
Location Map

Zoning Map

Replat

Staff Review Letter

P&Z Communication

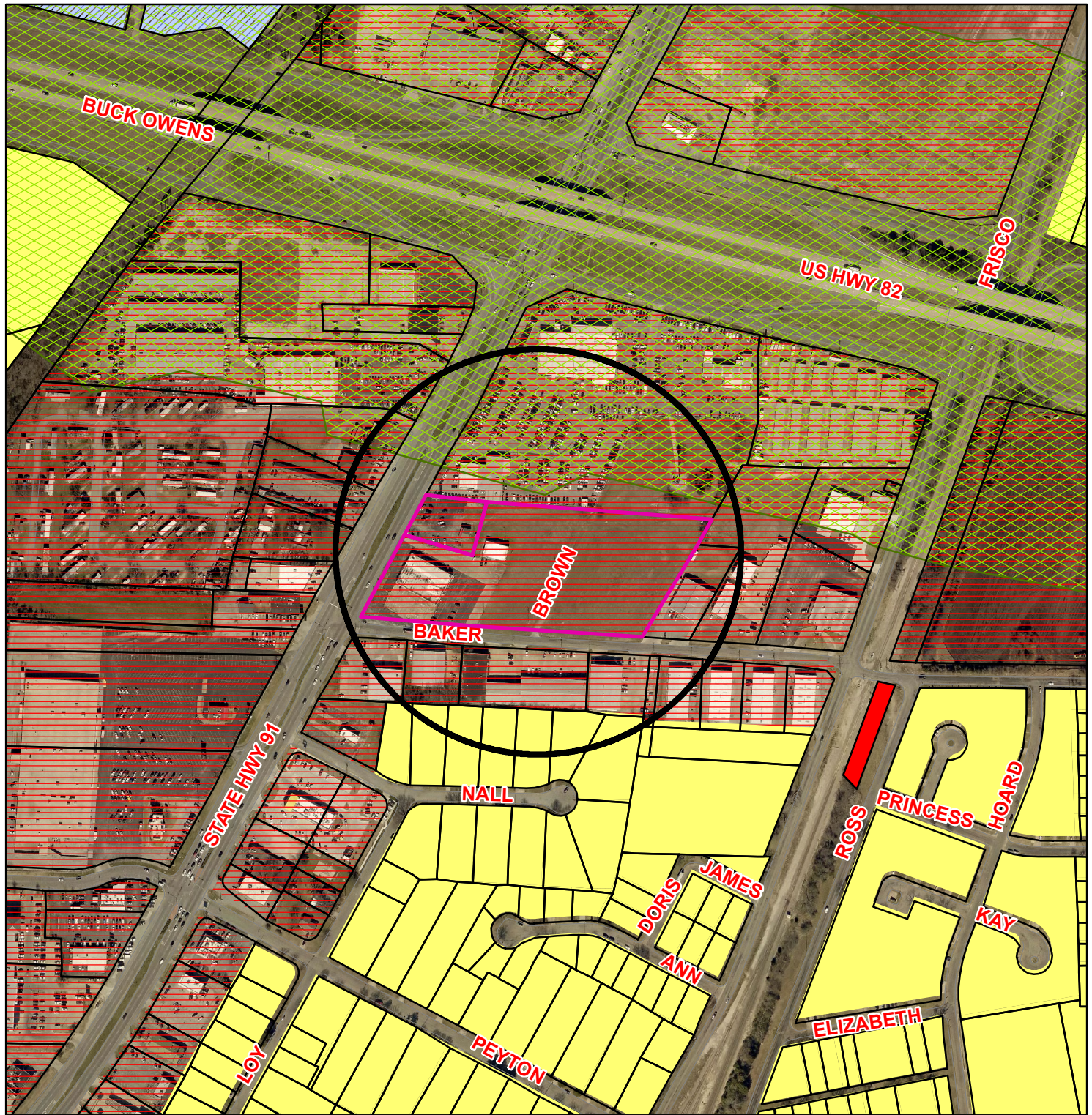


2411 Texoma Parkway



1 in = 800 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 2411 Texoma Parkway

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

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

Unknown

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

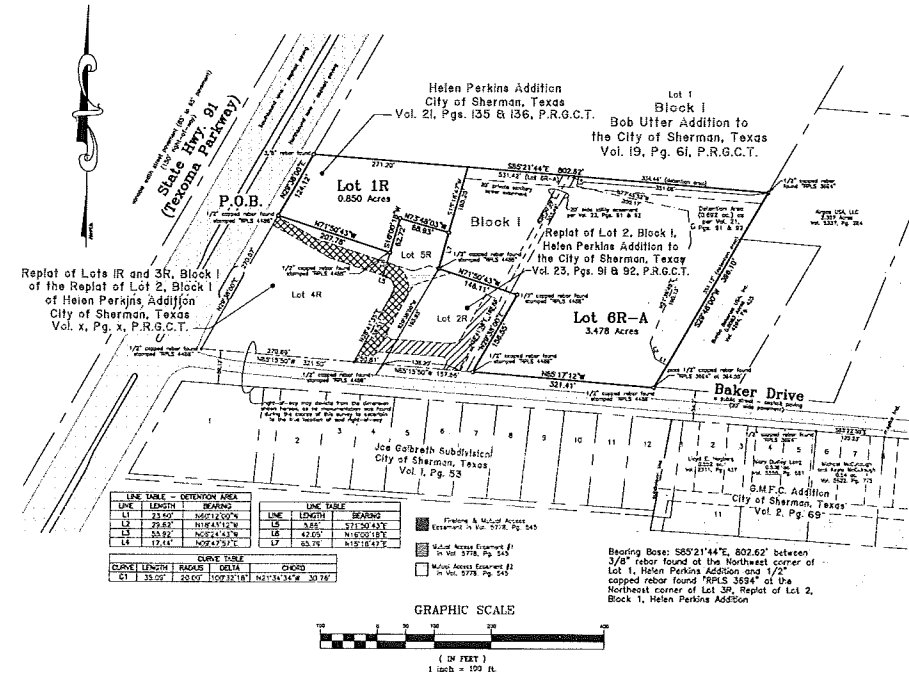


City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 403 ft



Alcoholic Services Addition

Replat of Lot 1, Block 1, Helen Perkins Addition (Vol. 21, Pgs. 135 & 136) and Lot 6R, Block 1, Replat of Lots 1R and 3R, Block 1 of the Replat of Lot 2, Block 1, Helen Perkins Addition to the

City of Sherman, Texas

4.328 Acres

in the

Rueben Hendrix Survey

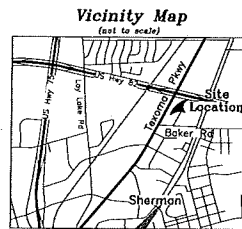
Abstract No. 504

General Notes:

- Water supply to be provided by City of Sherman.
- Sewer service to be provided by City of Sherman.
- Electricity service to be provided by Electric Service.
- Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the roadway is prohibited.
- Any existing streets or drainage channels bordering and across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
- The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
- The property shown on the plat herein lies within a "Zone X" (area determined to be subject 500-year floodplain) designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and incorporated Annex, Map No. 4018X0200 F, Revised Date: September 28, 2010.
- Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
- The owners and builders must comply with all other state and federal regulations regarding developments of this type.

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

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FIELD NOTES

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the Rueben Hendrix Survey, Abstract No. 504, and being all of Lot 6R, Replat of Lots 1R and 3R, Block 1, Replat of Lot 2, Block 1, Helen Perkins Addition to the City of Sherman, Texas as per plat of record in Volume x, Pages x and x, Plat Records, Grayson County, Texas and all of Lot 1, Block 1, Helen Perkins Addition to the City of Sherman, Texas as per plat of record in Volume 21, Pages 135 and 136, and said Plat Records and being more particularly described by metes and bounds as follows (to-wit):

BEGINNING at a 1/2 inch capped rebar found, stamped "RPLS 4488" in the East line of State Hwy. No. 91 (AKA Texoma Parkway), at the Northwest corner of Lot 4R, said Replat in Vol. x, Pg. x and the Southwest corner of Lot 1, Block 1, Helen Perkins Add., at the most Western Southwest corner of the herein described tract;

THENCE North 29 deg. 38 min. 00 sec. East, with the East line of said Texoma Parkway and the West line of said Lot 1, Block 1, Helen Perkins Add., a distance of 124.12 ft. to a 3/8 inch rebar found at the Northwest corner of said Lot 1, Block 1, Helen Perkins Add., and the Southwest corner of Lot 1, Block 1, Bob Utter Addition to the City of Sherman, Texas as per plat of record in Volume 19, Page 61, said Plat Records, Grayson County, Texas, at the Northeast corner of the herein described tract;

THENCE South 85 deg. 21 min. 44 sec. East, with the North line of said Lot 1, Block 1, Helen Perkins Add. and the South line of said Lot 1, Block 1, Bob Utter Addition, passing the Northeast corner of said Lot 1, Block 1, Helen Perkins Add. and the Northwest corner of Lot 6R, said Replat in Vol. x, Pg. x and continuing for a TOTAL distance of 802.62 ft. to a 1/2 inch capped rebar found, stamped "RPLS 3694" at the Southeast corner of said Lot 1, the Northeast corner of said Lot 6R and in the West line of the 2.357 acre tract of land conveyed to Argus USA, LLC in Volume 5337, Page 284, Official Public Records, Grayson County, Texas, at the Northeast corner of the herein described tract;

THENCE South 29 deg. 48 min. 00 sec. West, with the East line of said Lot 6R and the West line of said Argus 2.357 ac., passing the most Western Southwest corner of said 2.357 ac. and the Northwest corner of the 0.8083 acre tract of land conveyed to Embo Bolears USA, Inc. in Volume 4294, Page 425, said Official Public Records and continuing now with the West line of said 0.8083 ac., passing a 1/2 inch capped rebar found, stamped "RPLS 3694" at 394.50 ft. at the Southwest corner of said Embo 0.8083 ac. and in the North line of said Baker Street, a public street, continuing for a TOTAL distance of 396.10 ft. to a 1/2 inch capped rebar found, stamped "RPLS 4488" in the North line of said Baker Street, at the Southeast corner of said Lot 6R and the Southwest corner of the herein described tract;

THENCE North 85 deg. 17 min. 12 sec. West, with the South line of said Lot 6R and the North line of said Baker Street, a distance of 321.41 ft. to a 1/2 inch capped rebar found, stamped "RPLS 4488" at the Southwest corner of Lot 2R, Replat of Lot 2, Block 1, Helen Perkins Addition to the City of Sherman, Texas as per plat of record in Volume 23, Pages 91 and 92, said Plat Records and the most Southern Southwest corner of both said Lot 6R and the herein described tract;

THENCE North 29 deg. 38 min. 00 sec. East, with a West line of said Lot 6R and the East line of said Lot 2R, a distance of 156.55 ft. to a 1/2 inch capped rebar found, stamped "RPLS 4488" at the Northeast corner of said Lot 2R, on an angle point in the East line of Lot 6R and the herein described tract;

THENCE North 71 deg. 50 min. 43 sec. West, with the North line of said Lot 2R and a South line of said Lot 6R, a distance of 146.11 ft. to a 1/2 inch capped rebar found, stamped "RPLS 4488" at the Northwest corner of said Lot 2R and on an angle point in the East line of Lot 6R, said Replat in Vol. x, Pg. x, a middle Southwest corner of both said Lot 6R and the herein described tract;

THENCE North 15 deg. 18 min. 47 sec. East, with the East line of said Lot 5R and a West line of said Lot 6R, a distance of 65.79 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6576" at a Northeast corner of the herein described tract;

THENCE North 73 deg. 48 min. 03 sec. West, with the North line of said Lot 5R and a South line of said Lot 6R, a distance of 88.93 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6576" at the Northwest corner of said Lot 5R and in the East line of said Lot 1, Block 1, Helen Perkins Add., at an EN corner of the herein described tract;

THENCE South 16 deg. 00 min. 18 sec. West, with West line of said Lot 5R and the East line of said Lot 1, Block 1, Helen Perkins Add., a distance of 62.72 ft. to a 1/2 inch capped rebar found, stamped "RPLS 4488" at the Northeast corner of said Lot 4R and the Southwest corner of said Lot 1, Block 1, Helen Perkins Add., at a Southeast corner of the herein described tract;

THENCE North 71 deg. 50 min. 43 sec. West, with the South line of said Lot 1, Block 1, Helen Perkins Add. and the North line of said Lot 4R, a distance of 207.78 ft. to a 1/2 inch capped rebar found, stamped "RPLS 4488" at the PLACE OF BEGINNING and containing 4.328 ACRES of land.

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

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

Date:



We, Bob Stooftire, Authorized Representative for Acoustic Services of Texas, Inc. and Jade Lamance, Authorized Representative for Lamance Properties, LP, owners of Replat of Lot 1, Block 1, Helen Perkins Addition (Vol. 21, Pgs. 135 & 136) and Lot 6R, Block 1, Replat of Lots 1R and 3R, Block 1 of the Replat of Lot 2, Block 1, Helen Perkins Addition, to the City of Sherman, Texas, do hereby dedicate the streets and easements shown hereon to the public use forever.

Bob Stooftire

Jade Lamance

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

Given under my hand and seal of office this _____ day of _____, 2017.

Notary Public, Grayson County, Texas

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

Given under my hand and seal of office this _____ day of _____, 2017.

Notary Public, Grayson County, Texas

City of Sherman

This, the first plat of Replat of Lots 1R and 3R, Block 1 of the Replat of Lot 2, Block 1, Helen Perkins Addition to City of Sherman, Texas, is hereby approved this _____ day of _____, 2016, by the Planning and Zoning Commission of the City of Sherman, Texas.

Chairman

Secretary

This, the final plat of Replat of Lot 1, Block 1, Helen Perkins Addition (Vol. 21, Pgs. 135 & 136) and Lot 6R, Block 1, Replat of Lots 1R and 3R, Block 1 of the Replat of Lot 2, Block 1, Helen Perkins Addition, to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2017, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS:

MAYOR, CITY OF SHERMAN, TEXAS

DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Replat of Lot 1, Block 1, Helen Perkins Addition (Vol. 21, Pgs. 135 & 136) and Lot 6R, Block 1, Replat of Lots 1R and 3R, Block 1 of the Replat of Lot 2, Block 1, Helen Perkins Addition, to the City of Sherman, Texas, was submitted to the city council of Sherman, Texas, on the _____ day of _____, 2016, and that the City Council, by formal action, then and there, accepted the dedication of all easements, and other public uses, as shown and set forth in and upon said plat and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as here above subscribed.

CERTIFIED THIS _____ DAY OF _____, 2017, BY CITY CLERK, CITY OF SHERMAN, TEXAS

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

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STAFF REVIEW LETTER

February 13, 2017

Alcoholic Services of Texoma, Inc.
1515 Baker Drive
Sherman, TX 75090

Lamance Properties, LP
P.O. Box 1945
Sherman, TX 75091

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

Dear Applicants,

The request for approval of the Plat of Alcoholic Services Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 21, 2017 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on the plat.
5. Show Private Sanitary Sewer Easement along the North side of subject property to match private sanitary sewer easement in Replat of Helen Perkins Addition, Vol. 24, Pages 42 & 43. (Match sewer easement along the north side of proposed Lot 1R.)
6. Add Vol./Page to Replat referenced in "Beginning" paragraph of legal description.
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. 2 Mylars must be submitted in 24"x36" size for recording. Mylars must be split to be 2 – 12"x18" pages per Grayson County requirements. 1 Mylar must not be cut down the center. Page 1 must have the image/drawing, Page 2 will have the legal description and all signature blocks. Both split pages must include the Subdivision Name block and page numbers. Submit a digital image to the Engineering department for approval prior to printing mylars.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Steve Ayers, Dir. Of Community and Support Services

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Don Keene, Asst. City Manager



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

Agenda Item No. 23.

Meeting Date: 02/21/2017

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

*** 2411 TEXOMA PARKWAY**

The request of Alcoholic Services of Texoma, Inc. and Lamance Properties, LP (Owners) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 2411 Texoma Parkway, being 4.328 acres in the Rueben Hendrix Survey, Abstract No. 504, as follows;

Planning and Zoning Commission

Replat approval of the Alcoholic Services Addition, a Replat of Lot 1, Block 1, Helen Perkins Addition and Lot 6R, Block 1, Replat of Lots 1R and 3R, Block 1 of the Replat of Lot 2, Block 1, Helen Perkins Addition.

Background:

The property is located at 2411 Texoma Parkway; the northeast corner of Texoma Parkway and Baker Drive. The owners would like to replat the property into two lots for commercial development.

Adjacent Zoning:

C-2 (General Commercial) District

Origination:

Alcoholic Services of Texoma, Inc. and Lamance Properties, LP (Owners)
Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map

Zoning Map

Replat

Staff Review Letter



City Council Regular Meeting

E.8.

Meeting Date: 03/20/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of Lots 3 & 4, Block 5, Western Hills Addition, Section 2, being a Part of the J.B. McAnair Survey, Abstract No. 763 and being all of Lots 3 & 4, Block 5, Western Hills Addition, Section 2, containing 1.56 acres; Thomas and Jean Flick and McDonald and Kaitlin Arnot, Owners; and Underwood Drafting & Surveying, Inc., Surveyor (1407 and 1411 Western Hills Drive)

Issue:

To consider Replat approval of Lots 3 & 4, Block 5, Western Hills Addition, Section 2, being a part of the J.B. McAnair Survey, Abstract No. 763 and being all of Lots 3 & 4, Block 5, Western Hills Addition, Section 2, containing 1.56 acres, located at 1407 and 1411 Western Hills Drive

Background:

The property is located at 1407 and 1411 Western Hills Drive, between Lotus Circle and Live Oak Circle. The property is zoned an R-1 (One Family Residential District). The owners would like to replat the property and part of an undeveloped piece of property into two lots, enlarging the lots.

Origination:

Thomas and Jean Flick and McDonald and Kaitlin Arnot (Owners)
Underwood Drafting & Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 21, 2017 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map

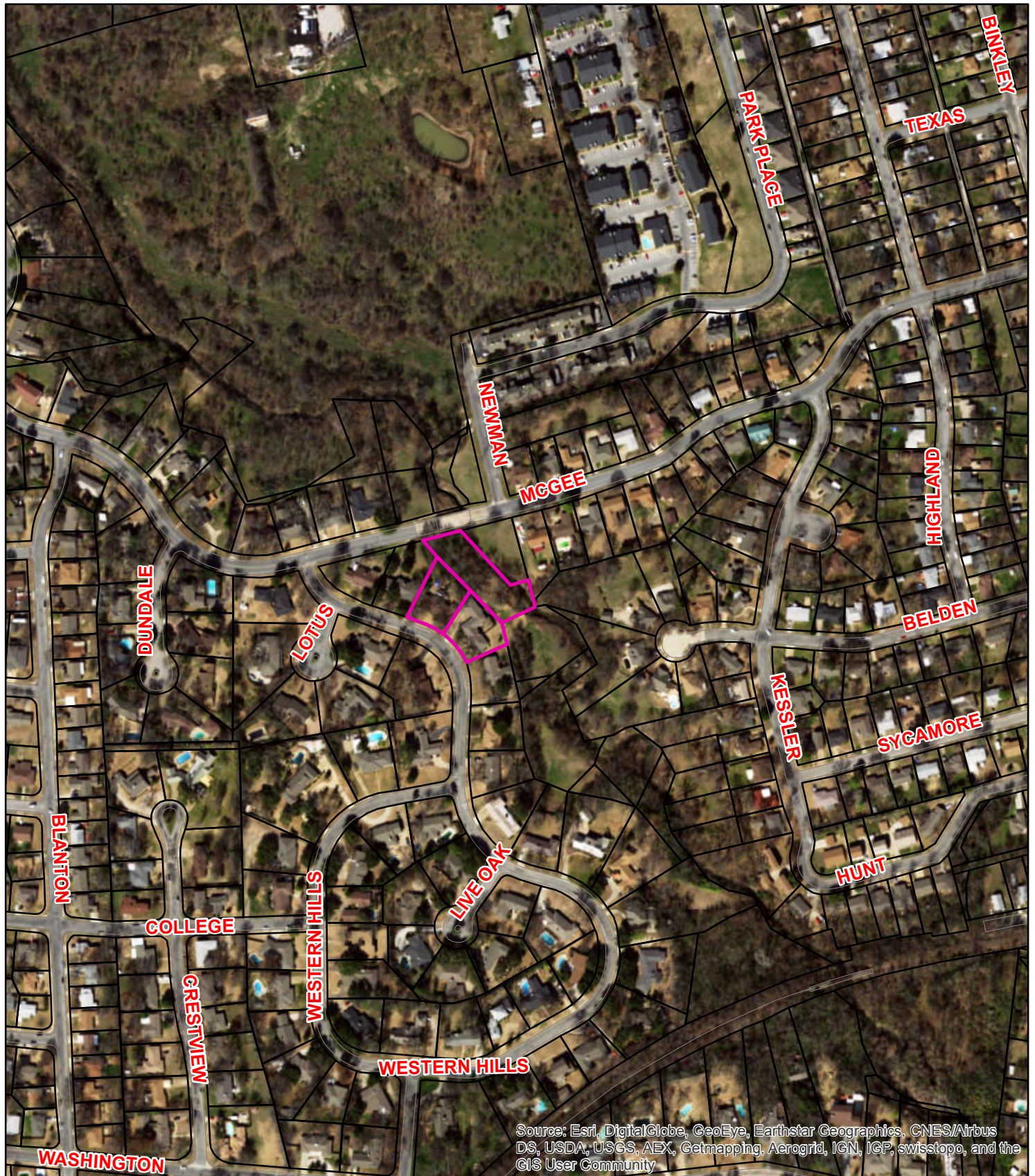
Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter

P&Z Communication



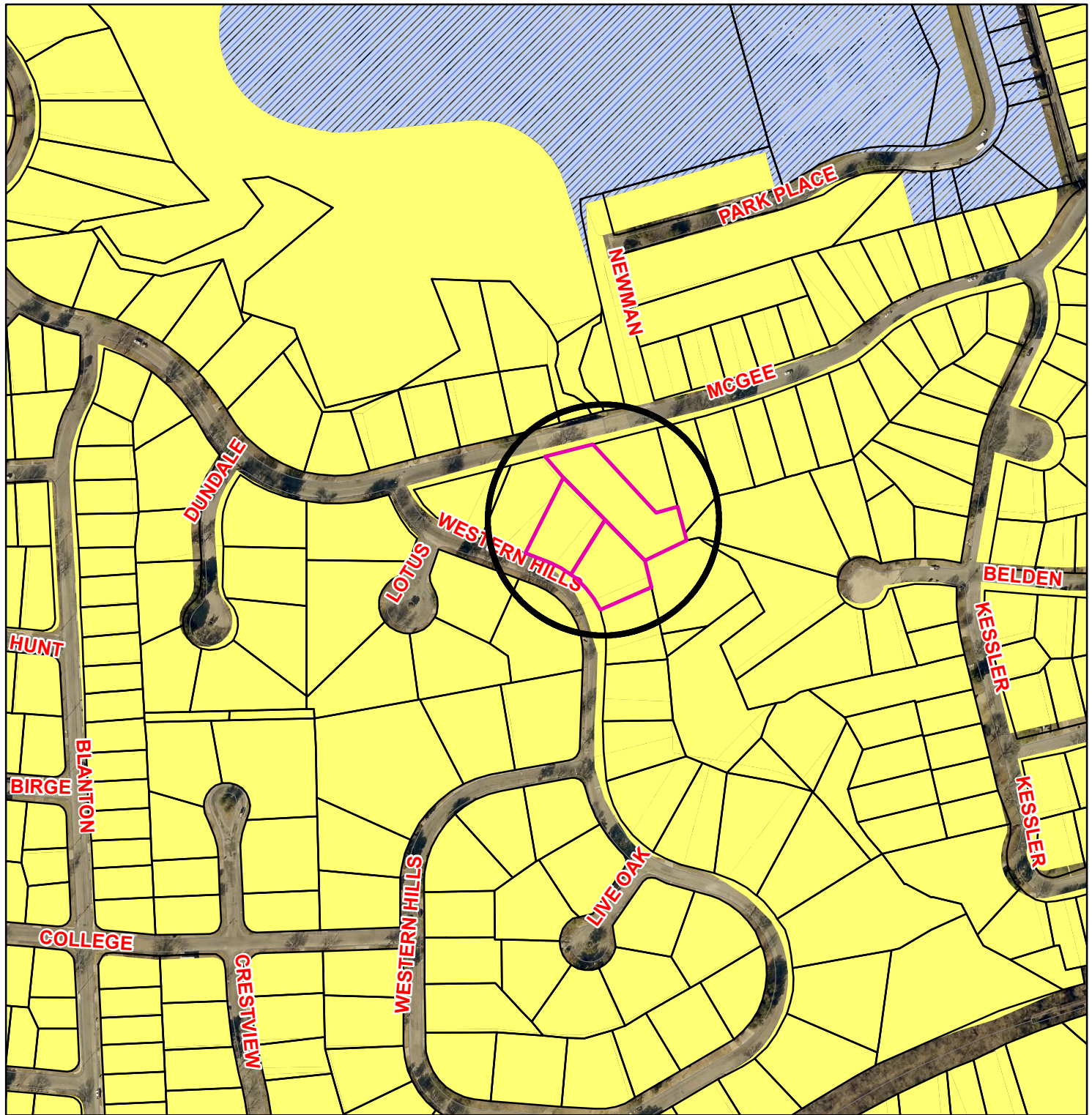
**1407 & 1411 Western Hills Drive
Replat Lots 3 & 4, Block 5, Western Hills Addition, Section 2**

Sherman
CLASSIC TOWN. BROAD HORIZON.



1 in = 357 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 1407 & 1411 Western Hills Drive

Legend

Special Districts Overlay

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

Transportation Corridor

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

Zoning Districts

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

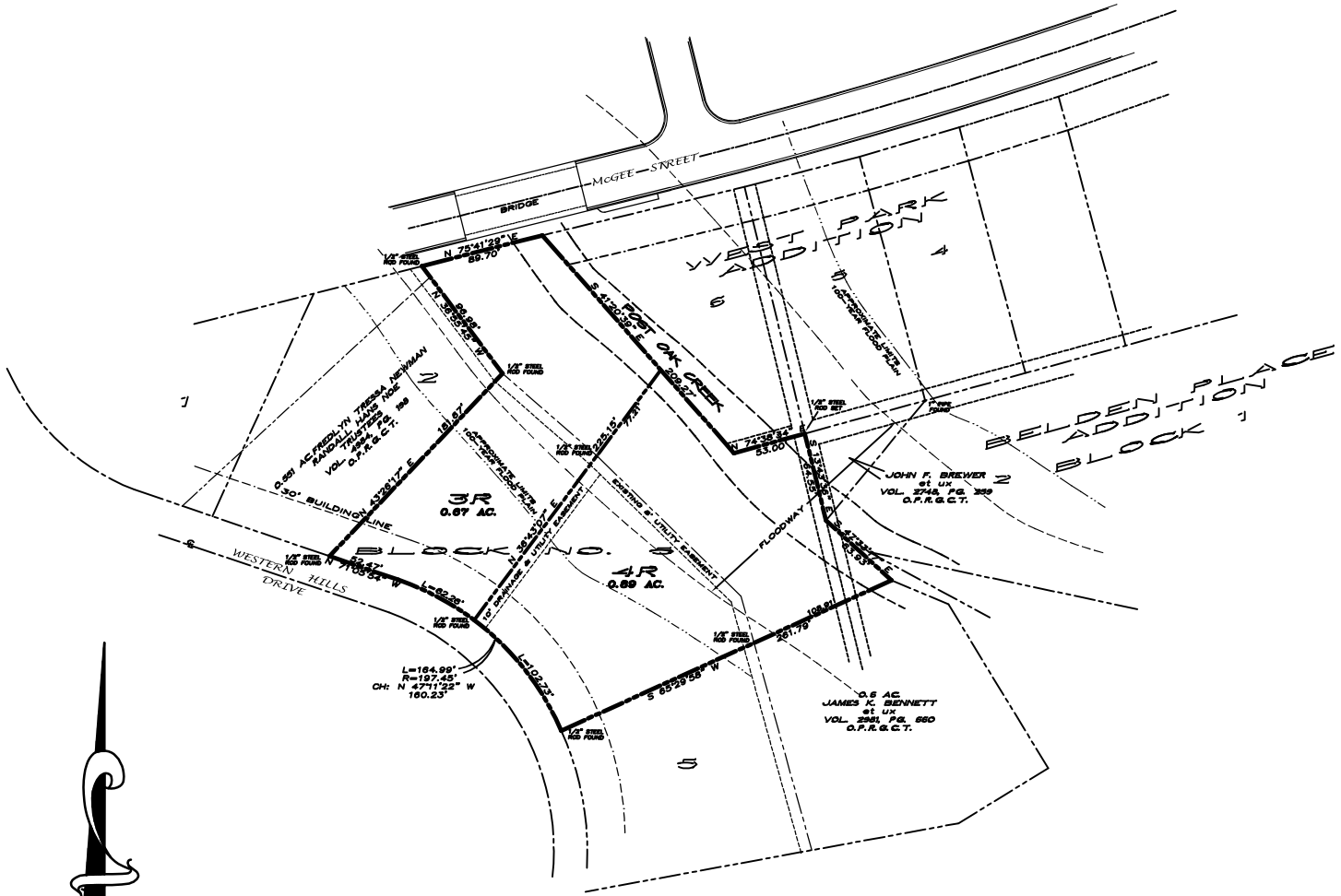
1 in = 300 ft

1407 & 1411 Western Hills



~ GENERAL NOTES ~

1. PROPOSED USE ~ SINGLE FAMILY RESIDENCE.
2. AS SHOWN, A PORTION OF THE SUBJECT PROPERTY LIES WITHIN THE LIMITS OF A FLOOD HAZARD AREA ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR GRAYSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 48181C0270F, REVISED DATE SEPTEMBER 29, 2010.
3. SANITARY SEWER PROVIDED BY THE CITY OF SHERMAN.
4. WATER SUPPLIED BY THE CITY OF SHERMAN.
5. BEARINGS ARE ESTABLISHED BY GPS OBSERVATION, GRID NORTH, TEXAS ZONE, NORTH CENTRAL ZONE, NAD 83.



**REPLAT OF
LOTS 3 AND 4, BLOCK NO. 5
WESTERN HILLS ADDITION
SECTION TWO
TO THE CITY OF
SHERMAN, TEXAS
1.56 ACRES
OUT OF THE
J. B. McANAIR SURVEY
ABST. NO. 763
GRAYSON COUNTY, TEXAS**

OWNERS:
THOMAS AND JEAN FLICK
1411 WESTERN HILLS DRIVE
SHERMAN, TEXAS 75092
MCDONALD AND KAITLIN ARNOT
1407 WESTERN HILLS DRIVE
SHERMAN, TEXAS 75092

SURVEYOR
JAMES R. MARET
R.P.L.S. NO. 5433
UNDERWOOD DRAFTING & SURVEYING
3404 INTERURBAN ROAD
DENISON TEXAS, 75021

UNDERWOOD
DRAFTING & SURVEYING

LEGAL DESCRIPTION

Situated in the City of Sherman, Grayson County, being a part of the J. B. McAnair Survey, Abstract No. 763, and being all of Lots 3 and 4 in Block 5 of Western Hills Addition Section Two to said City of Sherman as shown by plat of record in Volume 1, Page 57, Plat Records, Grayson County, Texas, and also being all of the same tract of land conveyed by Bank Of Texas Trust Company, N.A., as Trustee to Thomas and Jean Flick by deed dated March 17, 2004, recorded in Volume 3630, Page 879, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found maintaining the Southwest corner of said Lot 4 and Northwest corner of Lot 5 in said Block 5 in the West line of said Block 5 and East line of Western Hills Drive;

Thence in a Northwesterly direction with said West line of Block 5 and East line of Western Hills Drive along a curve to the left having a radius of 197.45 feet (as established by monumentation), passing a 1/2" steel rod found maintaining the Northwest corner of said Lot 4, and Southwest corner of said Lot 3 and continuing for a total arc distance of 164.99 feet to a point for the end of said curve (chord bears North 47°11'22" West, 160.23 feet);

Thence North 71°05'54" West continuing with said West line of Block 5 and East line of Western Hills Drive a distance of 52.47 feet to a 1/2" steel rod found maintaining the Northwest corner of said Lot 3 and the Southwest corner of both Lot 2 and the same tract of land (part of Lots 2 and 1) described as 0.551 acres conveyed by Fredlyn Tressa Newman and Randall Hans Noe to Fredlyn Tressa Newman and Randall Hans Noe as Trustees by deed dated June 24, 2011, recorded in Volume 4984, Page 198, said Official Public Records;

Thence North 43°26'17" East a distance of 181.67 feet to a 1/2" steel rod found maintaining the Northeast corner of said Lot 3 and Southeast corner of both said Lot 2 and the 0.551 acre tract in the East line of said Block 5 and West line of the said Flick tract;

Thence North 36°55'45" West a distance of 96.98 feet to a 1/2" steel rod set marking the Northeast corner of both said Block 5 and 0.551 acre tract and the Northwest corner of the said Flick tract in the South line of McGee Street;

Thence North 75°41'29" East with said South line of McGee Street a distance of 89.70 feet to a point for the most Northerly Northeast corner of the said Flick tract in Post Oak Creek, said point also being the Northwest corner of Lot 6 of West Park Addition to said City of Sherman as shown by plat of record in Volume 2, Page 57, said Plat Records;

Thence South 41°20'39" East in said creek a distance of 209.27 feet to the Southwest corner of both said Lot 6 and West Park Addition, being an inside angle corner to the said Flick tract;

Thence North 44°38'34" East with the South line of said West Park Addition a distance of 53.00 feet to a 1/2" steel rod found maintaining the Southeast corner of said Lot 6 and Southwest corner of Lot 5 of said West Park Addition, being the most Easterly Northeast "L" corner of the said Flick tract, also being the Northwest corner of the triangular tract of land conveyed by Dolores D. Kelly to John F. Brewer et ux by deed dated January 26, 1999, recorded in Volume 2748, Page 259, said Official Public Records;

Thence South 13°43'36" East a distance of 64.55 feet to an inside angle corner to the said Flick tract, the Southwest corner of the said Brewer tract, and the Northwest corner of Lot 2 in Block 1 of Belden Place Addition to said City of Sherman as shown by plat of record in Volume 8, Page 84, said Plat Records;

Thence South 47°33'17" East a distance of 63.93 feet to a point in said Post Oak Creek for the Southeast corner of the said Flick tract at the extended South line of said Lot 4 and North line of Lot 5 of Western Hills Addition Section Two, said point also being the Northeast corner of the same tract of land described as 0.6 acres conveyed by James Mark Brownlee, Executor to James K. Bennett et ux by deed dated September 14, 2000, recorded in Volume 2981, Page 660, said Official Public Records;

Thence South 65°29'58" West, exiting said creek and continuing, at a distance of 108.89 feet passing a 1/2" steel rod found maintaining the Southeast corner of said Lot 4 and Northeast corner of said Lot 5 (Western Hills Addition Section Two) and the Northwest corner of the said Brownlee tract and continuing with the said South line of Lot 4 for a total distance of 261.78 feet to the Point-of-Beginning and containing 1.56 acres of land more or less

KNOWN ALL MEN BY THESE PRESENTS:

That I, James R. Maret, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

James R. Maret Date
Registered Professional Land Surveyor, No. 5433

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 Thomas L. Flick, 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 ____, 2017.

Notary Public in and for the State of Texas
Commission Expires:

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 Jean M. Flick, 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 ____, 2017.

Notary Public in and for the State of Texas
Commission Expires:

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT WE, Thomas L. Flick, Jean M. Flick, McDonald Sandefer Arnot, and Kaitlin Rylee Nye Arnot, do hereby adopt this plat designating the hereinabove property as the REPLAT OF LOTS 3 AND 4, BLOCK NO. 5, WESTERN HILLS ADDITION SECTION TWO, an addition to the City of Sherman, Texas, 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 ____, 2017.

Thomas L. Flick
WITNESS MY HAND this ____ day of ____, 2017.

Jean M. Flick
WITNESS MY HAND this ____ day of ____, 2017.

McDonald Sandefer Arnot
WITNESS MY HAND this ____ day of ____, 2017.

Kaitlin Rylee Nye Arnot
WITNESS MY HAND this ____ day of ____, 2017.

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 McDonald Sandefer Arnot, 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 ____, 2017.

Notary Public in and for the State of Texas
Commission Expires:

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 Kaitlin Rylee Nye Arnot, 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 ____, 2017.

Notary Public in and for the State of Texas
Commission Expires:

Approved this ____ day of ____, 2017, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman Secretary

Accepted by the City Council of the City of Sherman

Mayor, City of Sherman, Texas Date

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing plat of the REPLAT OF LOTS 3 AND 4, BLOCK NO. 5, WESTERN HILLS ADDITION SECTION TWO to the City of Sherman, Texas, was submitted to the City Council on the ____ day of ____, 2017, 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 hereinabove subscribed.

Witness my hand this ____ day of ____, 2017.

Clerk, City of Sherman, Texas

STAFF REVIEW LETTER

February 13, 2017

Thomas and Jean Flick
1411 Western Hills Drive
Sherman, TX 75092

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

McDonald and Kaitlin Arnot
1407 Western Hills Drive
Sherman, TX 75092

Dear Applicants,

The request for approval of the Replat of Lots 3 and 4, Block No. 5, Western Hills Addition, Section Two has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 21, 2017 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. The width of the right-of-way and pavement for streets shall be shown on the plat.
4. Remove building lines.
5. Show ownership with deed references for both subject tracts on image.
6. All requirements of the Floodplain Ordinance should be followed.
7. 100-year Floodway shall be noted as drainage easement.
8. Boundary shall have a point of beginning shown (POB).
9. Lots shall show net area in each under ownership labels.
10. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
11. 2 Mylars must be submitted in 24"x36" size for recording. Mylars must be split to be 2 – 12"x18" pages per Grayson County requirements. 1 Mylar must not be cut down the center. Page 1 must have the image/drawing, Page 2 will have the legal description and all signature blocks. Both split pages must include the Subdivision Name block and page numbers. Submit a digital image to the Engineering department for approval prior to printing mylars.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Steve Ayers, Dir. Of Community and Support Services

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Don Keene, Asst. City Manager



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

Agenda Item No. 9.

Meeting Date: 02/21/2017

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

*** 1407 & 1411 WESTERN HILLS DRIVE**

The request of Thomas & Jean Flick and McDonald & Kaitlin Arnot (Owners) and Underwood Drafting & Surveying, Inc. (Surveyor) concerning the property at 1407 and 1411 Western Hills Drive, being a part of the J.B. McAnair Survey, Abstract No. 763 and being all of Lots 3 & 4, Block 5, Western Hills Addition, Section 2, containing 1.56 acres, as follows;

Planning and Zoning Commission

Replat approval of Lots 3 & 4, Block 5, Western Hills Addition, Section 2.

Background:

The property is located at 1407 and 1411 Western Hills Drive Road between Lotus Circle and Live Oak Circle. The property is zoned an R-1 (One Family Residential District). The owners would like to replat the property and part of an undeveloped piece of property into two lots, enlarging the lots.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Thomas & Jean Flick and McDonald & Kaitlin Arnot (Owners)
Underwood Drafting & Surveying, Inc. (Surveyor)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

and

Natural – Natural areas are wooded or vegetated lands which are essentially untouched by development and still retain significant resources.

Number of notices mailed:

60

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter



City Council Regular Meeting

E.9.

Meeting Date: 03/20/2017

Prepared By: Sarah McRae, Tourism/Main Street Manager

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of the 2017 Earth Day Planning Committee to Temporarily Close Certain Streets for the "9th Annual Earth Day Festival" on Saturday, April 22, 2017

Issue:

The 2017 Earth Day Planning Committee proposes to hold the "9th Annual Earth Day Festival" on Saturday, April 22nd. They request barricades for street closures and City Hall parking lot closure.

Background:

Ms. Amy Hoffman-Shehan, representing the 2017 Earth Day Planning Committee, proposes to hold the "9th Annual Earth Day Festival" on the Sherman Municipal Grounds from 8:30 a.m. - 5:00 p.m. on Saturday, April 22nd. In order to accommodate the festival, the Committee requests delivery and pick up of barricades for street closures around the Municipal Building and City Hall parking lot closure. The street and parking lot closure times are from 6:00 a.m. - 6:00 p.m.

Origination:

Ms. Amy Hoffman-Shehan, Event Organizer, 2017 Earth Day Planning Committee

Financial Consideration:

Barricade placement and removal will be provided by the City of Sherman Street Department.

Staff Recommendation:

It is recommended that the City Council authorize the street closures, City Hall parking lot closure, the utilization of the Municipal Grounds and City resources to accommodate this event.

Alternatives:

As directed by the Council

Attachments

Request dated March 9, 2017

Street Closure Map

Earth Day Festival
Amy Hoffman-Shehan
1503 S Travis St
Sherman TX 75090
www.earthdaytexoma.org

City of Sherman
Robby Hefton, City Manager
Don Keene, Assistant City Manager
Steve Ayers, Directory of Community and Support Services
Nate Strauch, Community and Support Services Manager
Members of the Sherman City Council

March 9, 2017

The 9th Annual Earth Day Festival is scheduled for April 22, 2017. It will be held in the Municipal Ballroom and Lucy Kidd-Key Park (municipal grounds). Please place our street closure request on the agenda for the March 20, 2017 City Council Meeting. The street and parking lot closures will be needed from 6:00 am until 6:00 pm on April 22. We would like to close South Rusk Street between Mulberry and Pecan Streets, South Elm Street between Mulberry and Pecan Streets, and Pecan Street between South Elm and South Rusk. We would also like to close the parking lots on the south side of City Hall and the south side of the Municipal Building. The City Hall parking lot will be used for a various recycling events. Please see the attached map.

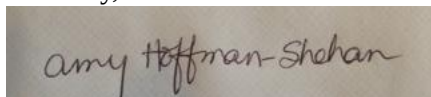
The Texoma Earth Day Festival offers a full day of workshops, displays, demonstrations, musical entertainment, vendors of fine crafts and environmentally friendly products and services. Coordinated events include a children's art show, a children's recycled sculpture show, multiple recycling opportunities, plant sales, pet adoptions through the Sherman Animal Shelter adoption trailer, a blood drive, the used book sale through the Friends of the Sherman Library. "Trashion" a Trash Fashion Art Show is sponsored by Grayson College Department of Visual Art. Details are available on our website www.earthdaytexoma.org.

The festival offers a wide variety of recycling opportunities, including a community-wide paper shredding event, electronic waste, cardboard, Styrofoam, hard plastics, clothing, ink and toner cartridges, and more. We are continuing to work with the Choctaw Nation Going Green program. The program is a valuable resource, providing resources and recycling services and assisting with publicity for the event. Texoma Community Center will return with one of their semi-annual recycling round up fund raising events at the festival. They will take care of the electronic waste recycling for the festival and will serve as a valuable event for TCC. Last year's recycling round up filled two 18' trucks! Sherman Noon Lions Club collects eyeglasses.

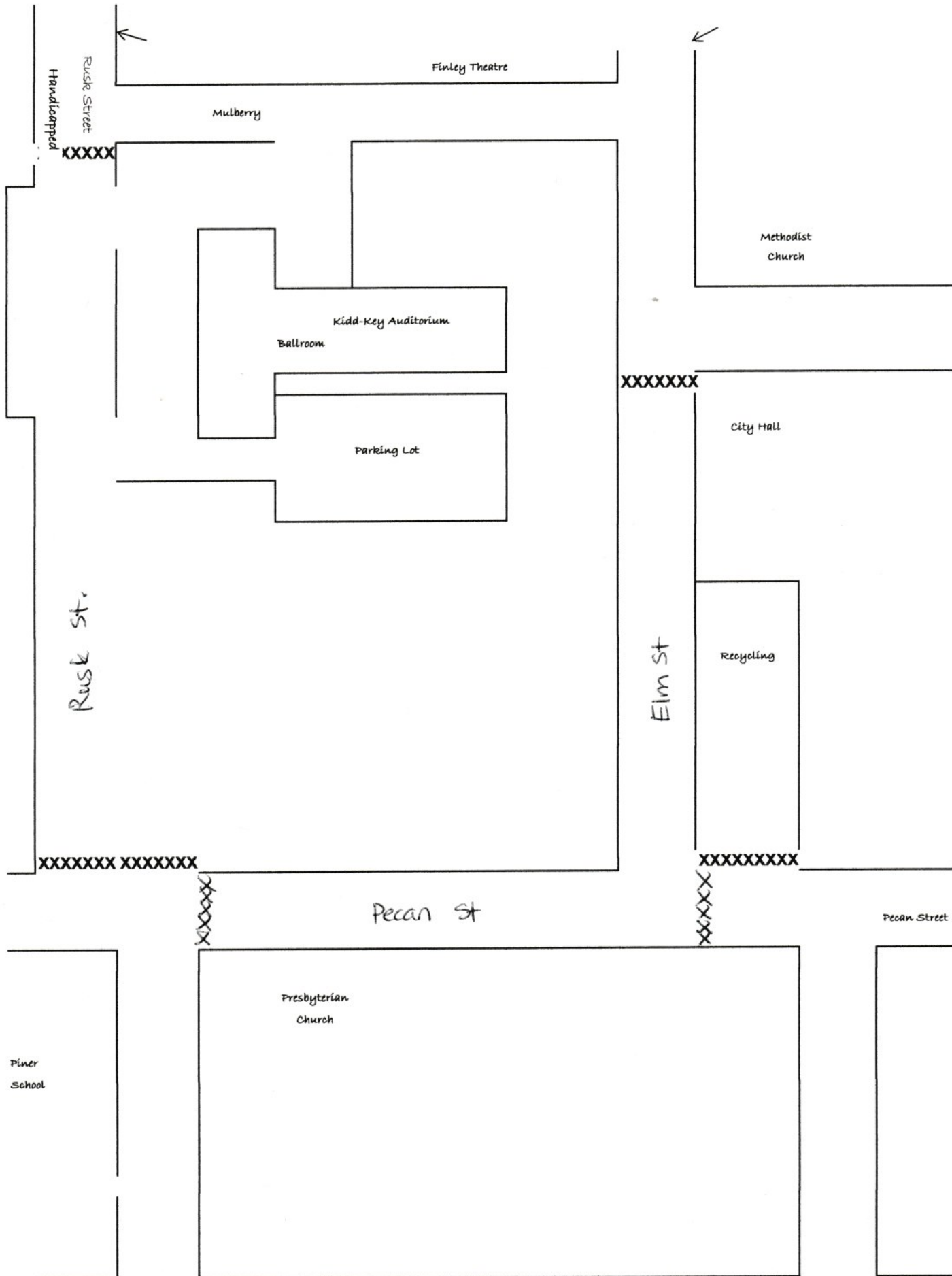
The Key Note Address will be at 11:00 am in the Municipal Ballroom. The speaker is Austin College Professor Dr. George Diggs. He will speak about native plants and their role in the ecology of Texas. In addition, we will offer workshops in bee keeping, edible wild foods, updates in air conditioning coolant, biochars in gardening and regulation of sand and gravel pits.

We greatly appreciate our partnership with the City of Sherman and encourage your participation. The Sherman Animal Shelter pet adoptions always add an element of excitement and joy to the festival. We would encourage any departments and commissions to be part of the event. We hope the Police Department will hold their prescription drug collection at the festival grounds.

Sincerely,

A rectangular box containing a handwritten signature in cursive script that reads "amy hoffman-shehan".

Amy Hoffman-Shehan
Event Organizer





City Council Regular Meeting

H.1.

Meeting Date: 03/20/2017

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Main Street Advisory Committee (1)

Issue:

At the February 20, 2017 City Council Meeting, Sarah Pierce was appointed to fill the unexpired term vacated by Ginger Nye. This appointment was until March 31, 2017. The appointment needed will be until March 31, 2019. The Council could choose to reappoint Ms. Pierce or consider other applicants. Applications are on file from Sean Vanderveer, Danielle Bernard, David Tarvin, Ben Crouse, Leigh Ann Kloppers, and Sarah Campbell Stevens. Since her application was so recent, I have included Ms. Pierce's original application in lieu of a reappointment letter.

Background:

The City Council created the Main Street Advisory Committee by Resolution No. 6063, approved on March 7, 2016. The purpose of the Committee is to encourage participation in the Main Street Downtown Revitalization Program, to establish and evaluate goals and priorities for the Main Street Program, to review design appropriateness for the purpose of participation in the Main Street Low Interest Loan Program and Incentive Grant Projects, to design and coordinate activities coinciding with the Main Street Program, to assist with the Main Street Program Annual Report, and to advise and support the Main Street Manager to further the goals and priorities of the Main Street Program.

Origination:

The appointment originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider an appointment to the Main Street Advisory Committee.

Alternatives:

The alternative is to delay an appointment to the Committee.

Attachments

Roster

Fact Sheet

Applicant List

Sarah Pierce Application

Sean Vanderveer Application

Danielle Bernard Application

David Tarvin Application

Ben Crouse Application

Leigh Ann Kloppers Application

Sarah Campbell Stevens Application

MEMBERSHIP ROSTER

MAIN STREET ADVISORY BOARD

LENGTH OF TERMS: 2 Years
Consecutive Term Limit 3 Terms

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Sherry Little	n/a	3/22/2016 R 3/31/2017	3/31/2017 3/31/2019	1 2	
Sarah Pierce	4	U 2/21/2017	3/31/2017	0	
Daron Holland	4	3/22/2016	3/31/2018	1	
Verna Gilbert-Morneau	4	3/22/2016	3/31/2018	1	
David Gunn	n/a	3/31/2017	3/31/2019	1	
Robin Phillips	4	3/22/2016	3/31/2018	1	
Ex-Officio Members					
Kevin Couch					Council Member
Karen Tooley					DSP&R President

Ex-Officio Members: City Council Member
Downtown Sherman Preservation & Revitalization President

Chair:
Vice Chair:

FACT SHEET

MAIN STREET ADVISORY BOARD

Established by RESOLUTION 6063 – MARCH 7, 2016

1. Number of Members: SIX
2. Term of Appointment: 2 YEARS
3. Consecutive Term Rule: THREE TERMS – ORDINANCE 4223 (10/21/91)
4. Qualifications for Membership: PRESERVE AND GROW DOWNTOWN AS A BUSINESS CENTER FOR SHERMAN
- 5.
6. Appointed by: MAYOR AND CITY COUNCIL

7. Board Organization

CHAIRPERSON E VICE CHAIRPERSON SECRETARY E

ELECTED E APPOINTED

8. Departmental Responsibility: DIRECTOR OF COMMUNITY AND SUPPORT SERVICES
9. Meeting Date: NO RULE – AS SET BY BOARD BY-LAWS
10. Attendance Requirements: NO RULE – AS SET BY BOARD BY-LAWS

=====

Ex-Officio Members:

City Council Member

Downtown Sherman Preservation & Revitalization President

PURPOSE:

- Encourage participation in the Sherman Main Street Downtown Revitalization Program
- Establish and evaluate goals and priorities for the Main Street Program
- Review design appropriateness for the purpose of participation in the Main Street Low Interest Loan Program and Incentive Grant Projects
- Design and coordinate activities coinciding with the Main Street Program
- Assist with the Main Street Program Annual Report
- Advise and support the Main Street Manager to further the goals and priorities of the Main Street Program.

RESPONSIBILITIES:

Said Board shall work with the Main Street Manager and other City officials to publicize the Main Street Program and shall recommend projects and activities to include marketing, advertising, promotion, design, organization, economic restructuring as related to the Main Street Program. The Board will also review any commercial construction or reconstruction plans proposed within the Main Street Program Target Area.

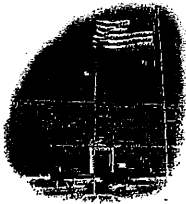
APPLICANT LIST

Main Street Advisory Board

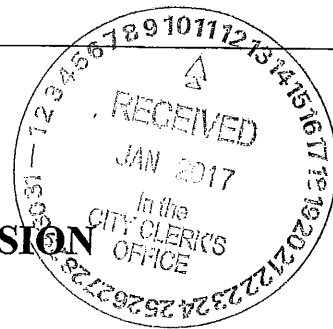
Positions Vacant 1

Applicant	Address	District	Qualifications
Sarah Pierce	1102 S. Elm	4	Current Member; Wishes to be Reappointed
Sean Vanderveer	806 N. Woods	4	Self-Employed
Danielle Bernard	1802 N. Binkley	1	Reclaimed Architectural Elements
David Tarvin	607 Westwood	4	DB Music
Ben Crouse	301 W. Scott	1	CBC Creative
Leigh Ann Kloppers	1426 N. Alexander	1	Legend Bank
Sarah Campbell Stevens	1712 W. McGee	1	Retired – Austin College

COMMENTS:



CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Sarah Pierce

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission: Main Street Advisory

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Occupational Information

Home Address: 1102 S. Elm Street

Business Name: Goodwill Industries of NE Texas

Mailing Address: _____

Occupation: Marketing Specialist

Telephone: 903-357-0748 Fax: _____

Address: 2201 E. Lamar

E-Mail: spierce@goodwillnorthtexas.org

Telephone: 903-893-3145 Fax: _____

Sherman Resident for 17 years County: Grayson

E-Mail: goodwillnorthtexas.org

Drivers License No.: 638559119

Voter Registration No.: 1025425638

Which Council District do you live in? (see attached map) 4

Prior work experience: (please include dates)

Hampton Inn & Suites Benton July - August 2011 Marketing Specialist
Fullbright 2/11 - 4/11 Customer Director
Goodwill is a perfect fit.

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 93'

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: Collin Creek Community College - Associates in Gerontology

☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

TRF Initiative
CAC for SISO Bond
Texans Homeless Coalition - Community Conversation
PTT Count (Point in Time)
Part of Community Initiative for Senior Apartments
Back Street Ball
in old SISO building

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.

M/A

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?

Parks and Rec

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 love our community and believe I have a lot of energy to watch ideas to follow through with them. I believe in personal contact with Sherman citizens to motivate them to help grow Mainstreet and its vision.

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) Consistent with new by laws

I have attended 90% of open meetings and feel like I have learned a lot and am excited about being part of main street growth in re to by laws and sub committees.

2) Attendance is important to my job and as a position, I will commit to attend each meeting

3)

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Where I have volunteered highlights my strengths. I enjoy people and believe in connecting people and businesses to help each other grow so not just cost visitors, but to grow them.

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: Because I have attended the meetings is why I want to become a member. I have been inspired.

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:

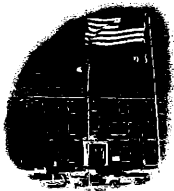
Shel Piere

Date:

Jan. 11/17

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:

Sean Vanderveer

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission:

Main Street

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 806 N Woods Sherman 75092
Mailing Address: _____
Telephone: 903 815 5143 Fax: _____
E-Mail: csvanderveer@yahoo.com
Sherman Resident for 39 years County: _____
Drivers License No.: Tx 15689726
Voter Registration No.: 1025147839

Occupational Information

Business Name: Self employed
Occupation: _____
Address: _____
Telephone: _____ Fax: _____
E-Mail: _____

Which Council District do you live in? (see attached map) 4

Prior work experience: (please include dates)

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1995 / Sherman

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: SOSU ☒ Bachelor's ☒ Master's ☐ PhD

Volunteer Work: (please include dates)

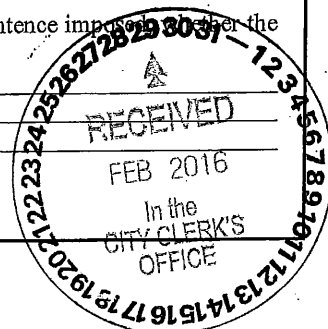
United Way, DSPAR, Church, NTYP

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, and the sentence has been completed, and any other information you consider to be relevant.

Taxes - YES

Application held for 12 months from date received



Are you presently serving on a City board or commission? ☒ Yes ☐ No

If so, which one?

Planning & Zoning

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

To see Downtown grow.

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) Branding Downtown

2) Revitalization

3) Marketing Downtown

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

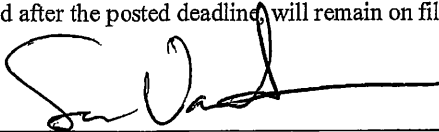
Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No
Comments: New Board

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:

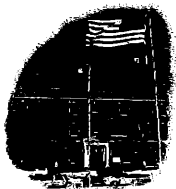


Date:

2/26/16

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:

Danielle Bernard

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission:

Main Street

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 1802 N. Binkley St.

Mailing Address: _____

Telephone: 774-454-1892 Fax: _____

E-Mail: Reclaimed.A.E@gmail.com

Sherman Resident for 1.5 years County: Grayson

Drivers License No.: 39404004

Voter Registration No.: 1213548289

Occupational Information

Business Name: Reclaimed Architectural Elements

Occupation: Owner

Address: 113 N. Travis St.

Telephone: 903-816-4593 Fax: _____

E-Mail: Reclaimed.A.E@gmail.com

Which Council District do you live in? (see attached map) 1

Prior work experience: (please include dates)

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2004

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: _____ ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

PSR + R

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, when the sentence has been completed, and any other information you consider to be relevant.

Taxes - 0 DUE

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*)?

To see Downtown grow

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) _____

2) _____

3) _____

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

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: _____

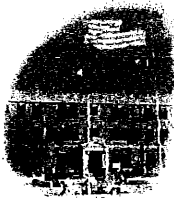
Statement of Intent

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Signature: Dan W Date: 2-26-15

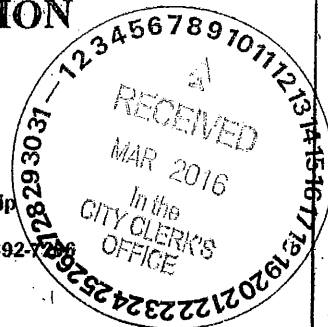
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Sherman
CLASSIC TOWN. BROAD HORIZON.



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) 892-7296.

Name:

David Bernard Tarvin

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission:

Main Street Advisory Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 607 Westwood Drive

Mailing Address: Same

Telephone: 903-814-0609 Fax: _____

E-Mail: dtarvin@mac.com

Sherman Resident for 29 years County: Grayson

Drivers License No.: 20916248

Voter Registration No.: 1152467327

Occupational Information

Business Name: DB Music

Occupation: Owner

Address: 328 W. Lamar St. Ste 100

Telephone: 903-891-4104 Fax: 903-891-4105

E-Mail: david@dbsoundandmusic.com

Which Council District do you live in? (see attached map)

District 4 ✓

Prior work experience: (please include dates)

Dude's Music March 2005-2008, DB Music 2009-Current

Parkway Hills Baptist Church 2011-Current

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2005

Business College, Correspondence School, Adult Education, Other? Technical School

Name of College/University: Mediatech Institute ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Great Days of Service (Director) June 2014, Sherman DSP&R Board,

Children's Express 2015-16

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: 0

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 feel that my insight as a business owner and young adult can provide a point of view necessary for this board to continue the rapid growth Sherman is experiencing

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) Sherman is currently experiencing a lot of growth and this board should help our city leaders determine the best ways to not only handle this growth, but plan for the future as well.

2) This advisory board should be focused on helping our cities elected officials determine the best moves this city can make in response to bringing in tourists to visit the many area attractions.

3) The most important issue faced by this board is how can the businesses and individuals that encompass our Downtown area come together to strengthen our main street and therefore help grow our the economic impact our downtown has on our city.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Photography, Audio Engineering, Retail Experience, Wedding and Special Event Production.

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:

My company provides Audio/Visual support for most major city functions. We regularly work with Parks Rec., Tourism, and the staff at the Municipal Building

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

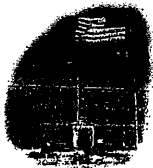
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Signature: _____

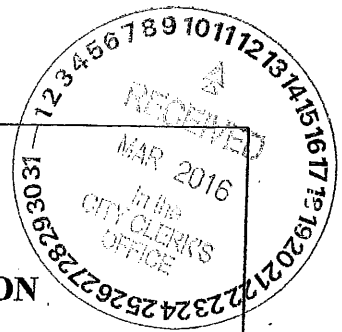
Date: 3/7/16

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: Ben Crouse

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission: Main Street Board

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 301 W. Scott St.

Mailing Address: 301 W. Scott St.

Telephone: 903-271-3104 Fax: _____

E-Mail: bencrouse1@gmail.com

Sherman Resident for 26 years County: Grayson

Drivers License No.: 23030034

Voter Registration No.: 1148706256

Occupational Information

Business Name: CBC Creative

Occupation: CFO

Address: 100 N. Travis St. Suite 205

Telephone: 877-932-6373 Fax: _____

E-Mail: ben@cbccreative.com

✓ Which Council District do you live in? (see attached map) 1

Prior work experience: (please include dates)

Owner of Quick Sign Company - 2011-2014

owner of CBC Creative - 2014-present

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? Graduated 2008

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: _____

☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

DSP&R - 2014-present

Sherman Parks and Recreation 2015-Present

North Texas Youth Connection 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? Parks and Recreation

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 own and operate two businesses in Downtown Sherman and utilize downtown for many shopping, dining, and entertainment resources

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) Economic Development - Giving existing businesses the tools they need to thrive in downtown. This will pour over into the establishment of new businesses and the relocation of businesses to Sherman's downtown district.
- 2) Identity - Sherman is a working downtown and is heavily defined by Federal, State, and Local government business. This is something to be embraced and allows Sherman a foundation of cash flow that comes naturally. Freeing downtown to build and grow with less risk than a downtown defined by entertainment traffic.
- 3) Stewardship - Downtown is the core of Sherman, it defines the town and answers the question of who Sherman was, is, and will be. The historical and cultural importance of this is great and has been passed down to us through the eras (some better than others). Continuing this guardianship is critical for economic development, cultural preservation, and community identification.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I have experience in various types of industry. Through out my career I have worked and owned companies in the construction, manufacturing, advertising, and retail arenas. Two of said businesses are located and operated in Downtown Sherman

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:

I have been involved with the City of Sherman on various fronts. I do not know of anything that would seriously conflict with this application.

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 attended education sessions about this board and know the majority of individuals that will most likely be on this board

Statement of Intent

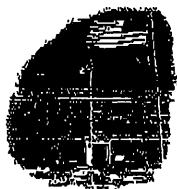
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Signature: 

Date: 3-11-16

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) 892-7384

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: Leigh Ann Kloppers
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Downtown Main Street Advisory Board

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 1424 N. Alexander, Sherman 75092
Mailing Address: Same
Telephone: 903.211.7429 Fax: _____
E-Mail: leighann.kloppers@legend-bank.com
Sherman Resident for 33 years County: Grayson
Drivers License No.: 18757675
Voter Registration No.: 1025473445

Occupational Information

Business Name: Legend Bank
Occupation: Commercial Lender, AVP
Address: 1700 N. Travis St. Ste. E, Sherman 75092
Telephone: 903.640.5427 Fax: 903.711.4309
E-Mail: leighann.kloppers@legend-bank.com

Which Council District do you live in? (see attached map) Davis 1

Prior work experience: (please include dates)

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2001
Business College, Correspondence School, Adult Education, Other? _____
Name of College/University: Southeastern Oklahoma State University ☒ Bachelor's ☐ Master's ☐ PhD
Math

Volunteer Work: (please include dates)

Sherman Service League & their board
Grand Central Station advisory board
Westley Village Retirement home board

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: N/A

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 want to serve on this board if I am passionate about the growth & revitalization of the Sherman downtown. I believe that if we don't make a concentrated effort to bring our downtown to full life it won't happen on its own.

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 the perception of a 'fun' downtown is a hurdle this board faces. I believe that if our citizens see downtown as a fun place to spend their time it will naturally increase foot traffic & revenue.

2) Space. Space downtown for new businesses is a major hurdle for this new board. This board could get with current building owners and discuss options of utilizing unused floors or spaces for new and growing businesses.

3) General awareness of the events going on in and around downtown to the general public. I believe this board can create a great and effective communication campaign to inform the general public of what is going on downtown and create excitement.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

As a life long Sherman resident I believe that I bring a pair of eyes with history behind them. As a young adult I bring a perspective to attract more young people to the downtown area.

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: _____

Statement of Intent

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Signature: _____

Date: _____

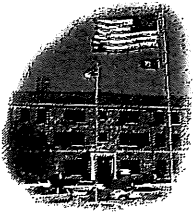
3/16/15

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.

Filled out 2/20/2017

* Note: I noted the application comment in Sat's paper so I apologize for the handwritten responses! Just wanted to submit!



CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

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City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name:

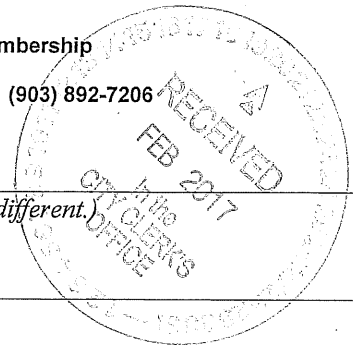
Sarah Campbell Stevens

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission:

Main Street Advisory Cmte.

☒ Yes, I would be interested in serving on subcommittees that may be formed.



Personal Information

Home Address: 1712 W. McGee St.

Mailing Address: same

Telephone: 903.818.4718 Fax: -

E-Mail: scstevens@austincollege.edu

Sherman Resident for 30+ years County: Grayson

Drivers License No.: TX 06730452

Voter Registration No.: 1024998890 ✓

Occupational Information

Business Name: Sarah Campbell Stevens

Occupation: Retired: Austin College

Address:

Telephone:

E-Mail:

scstevens@austincollege.edu

Which Council District do you live in? (see attached map) District 1 ✓

Prior work experience: (please include dates)

Austin College 1998-2013: Alumni Director (#2) / Coord. Ctr. for Environmental Studies (#3)
and Admissions (1998-2003) / 2007-2009

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1991 SHS

Business College, Correspondence School, Adult Education, Other?

Name of College/University: Austin College BA 1995 ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

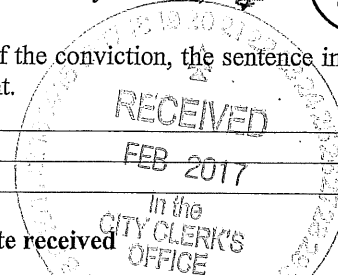
Covenant Presby. Youth Ldr. Meals-on-Wheels
Grand Central Station Great Days of Service Youth Service
School Bd @ S+SI&D 1995-1998

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



(assisted Nancy Ruse)
Cled Covenant Presby. 1997

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 grew up in Sherman, lived away 15 yrs and returned in the mid-80's to raise my children here. I have such a respect for my hometown and now retired with an aging mom, I want to be involved in community.

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) Maintaining integrity:

in our identity as historical Sherman and that unique place we hold. We must identify the things that we want to work toward keeping our roots, while extending our horizons, w/o becoming just

2) "another MAIN STREET."

Creating an exciting and vital town center for our own enrichment and for our growth.

3) Involving many different sectors of our community. Understanding our depth of diversity and culture. Using these resources we can create excitement for our main street city center & Sherman.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission: Environmental concerns.

I was, as much as anything, an event coordinator, as Alumni Director at Austin College. In Admissions, I "sold" Sherman as

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

None

well as A.C.

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: Sarah Campbell Stevens

Date: 2/20/2014

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Sherman
CLASSIC TOWN. BROAD HORIZON.



City Council Regular Meeting

H.2.

Meeting Date: 03/20/2017

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Parks and Recreation Advisory Board (1)

Issue:

Rhonda McCollum's term on the Parks and Recreation Advisory Board expired on October 2, 2016. She did not wish to be reappointed. Applications have been submitted by Amanda Phillips and Michael Kelly.

Background:

The Parks and Recreation Advisory Board advises the City Council on long-range planning and the implementation of programs and activities conducted by the Parks and Recreation Department.

Origination:

The appointment originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider an appointment to the Parks and Recreation Advisory Board.

Alternatives:

The alternative is to delay the appointment to the Board.

Attachments

Roster

Fact Sheet

Applicant List

Rhonda McCollum Reappointment Letter

Amanda Phillips Application

Michael Kelly Application

MEMBERSHIP ROSTER

PARKS & RECREATION BOARD

LENGTH OF TERMS: TWO YEARS

Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Brian Jones	1	A 5/19/2015	5/19/2017	1	
Vacant					
Sholdon Daniels	2	A 5/3/2016	5/3/2018	1	
Sarah Pierce	4	A 5/3/2016	5/3/2018	1	
Rhonda Lockett	1	A 11/17/2015	11/17/2017	1	
Michael Waitt	1	A 11/17/2015	11/17/2017	1	
Ben Crouse	1	A 11/17/2015	11/17/2017	1	

NOTE:

Chair:

Vice Chair:

CITY STAFF: Kevin Winkler, Parks and Community Service Director
Revised 3/14/2017

FACT SHEET

PARKS AND RECREATION BOARD

Established by ORDINANCE 3181 – MARCH 28, 1977

1. Number of Members: SEVEN (7)
2. Term of Appointment: TWO (2) YEARS
3. Consecutive Term Rule: THREE (3) TERMS – ORDINANCE 4112 (7/24/89)
4. Qualifications for Membership: INTEREST IN PROGRAMS AND ACTIVITIES CONDUCTED BY PARKS AND RECREATION DEPARTMENT. A STUDENT OF SHERMAN HIGH SCHOOL DESIGNATED BY STUDENT COUNCIL, AND THE DIRECTOR OF PARKS AND RECREATION SHALL BE EX-OFFICIO, NON-VOTING MEMBERS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization
CHAIRPERSON E VICE CHAIRPERSON SECRETARY A
ELECTED APPOINTED
7. Departmental Responsibility: PARKS AND RECREATION DEPARTMENT
8. Meeting Date: FIRST WEDNESDAY OF EACH MONTH
9. Attendance Requirements: WILL FORFEIT SEAT BY MISSING 3 CONSECUTIVE MEETING WITHOUT GOOD CAUSE

=====

PURPOSE:

To assist in long-range planning and implementation of programs and activities conducted by the Parks and Recreation Department.

RESPONSIBILITIES:

Advise concerning future development; to study and make recommendations concerning additional park land or sites; and to recommend means for maximum utilization of facilities.

APPLICANT LIST

Parks and Recreation Advisory Board

Positions Vacant 1

Applicant	Address	District	Qualifications
Amanda Phillips	1424 N. Lockhart	1	ReMax Signature Properties
Michael Kelly	1211 N. Woods	1	LeCrone Law Firm

COMMENTS:

PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394

September 6, 2016

Rhonda McCollum
1806 N. Binkley
Sherman, Texas 75092



RE: Parks and Recreation Advisory Board

Dear Ms. McCollum:

Your term on the Parks and Recreation Advisory Board expires on October 2, 2016. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Kevin Winkler, Parks and Recreation Administrator

☐
☒

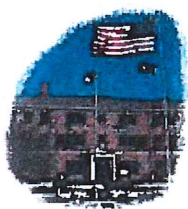
I do wish to be considered for reappointment to this board

I do not wish to be considered for reappointment to this board

Rhonda McCollum
Signature

9-9-16
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106



CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206



Name: Amanda Phillips

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission: Sherman Parks & Rec.

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Occupational Information

Home Address: 1424 N. Wicksart

Business Name: Re/Max Signature Properties

Mailing Address: Same

Occupation: Realtor

Telephone: 903-267-9704 Fax: _____

Address: 140 W. Lamberth Ste A

E-Mail: aphillips@realtor@gmail.com

Telephone: _____ Fax: _____

Sherman Resident for 13 years County: Grayson

E-Mail: _____

Drivers License No.: 22019794

Voter Registration No.: 1025484322 ✓

Which Council District do you live in? (see attached map) 1 ✓

Prior work experience: (please include dates)

Virginia Cook Realtors 2007-2015

Educational Achievement:

High School Graduate? ☒ Yes ☐ No

Year Graduated/Left School? 1998

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: East Central University

☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Master Key Ministries - 2017-Present

Texas Association Realtors - 2009-Present

North Texas Youth Connection - 2014-Present

Greater Texoma Association of Realtors

Fairview Elementary PTA - 2013-Present

Keep Sherman Beautiful 2015-2017

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? Keep Sherman Beautiful

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

Working with people moving into the area, I've noticed they have a huge interest in local parks, activities, events etc. and I would love to be involved.

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 Parks and Rec needs more visibility in Sherman.
- 2) As population increases, there's more desire for outdoor activities in the community
- 3) Public education about Parks and Rec.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

My degree is in Advertising/Public Relations.

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've spoken with Theresa Hutchison

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: Amanda Philip

Date: 3-2-17

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:

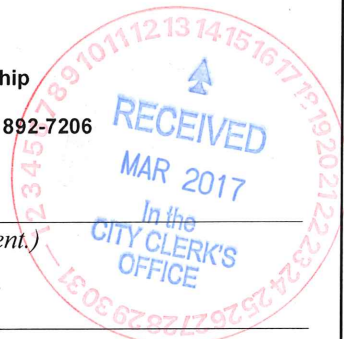
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

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: Michael Kelly
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Parks & Recreation

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 1211 N. Woods St.
Mailing Address: _____
Telephone: (214) 418-1983 Fax: _____
E-Mail: _____
Sherman Resident for 6.5 years County: Grayson
Drivers License No.: 16509553
Voter Registration No.: 1146775295 ✓

Occupational Information

Business Name: Lc Crone Law Firm
Occupation: lawyer
Address: 123 N. Crockett, Suite 200, Sherman
Telephone: (903) 813-1900 Fax: (903) 813-1944
E-Mail: michael@lccronelaw.com

Which Council District do you live in? (see attached map) District 1 ✓

Prior work experience: (please include dates)

Grayson County District Attorney's Office (August, 2009 - June, 2014) - ADA
Law Office of Michael S. Kelly (March, 2009 - August, 2009) - Solo Practitioner
alliantgroup, L.P. (March, 2007 - October, 2008) - Senior Associate

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1992 - Mira Mesa High School - CA
Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: Cal Poly Pomona ☒ Bachelor's ☐ Master's ☐ PhD

South Texas College of Law

☒ J.D.

Volunteer Work: (please include dates)

This will be my first

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - No

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I would like to see our city continue to grow & prosper. I believe a strong pedestrian & bicycle presence will encourage local small business development along with the general welfare of our residents.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Short term & long term planning (land acquisition / funding)

2) Facilities development - implementing new additions to existing parks and programs, public events, community relationships,

3) Facilities maintenance - keeping our existing parks & grounds groomed and safe for use

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

avid cyclist, lawyer, and DIY'er, with interest in history, architecture and rehab/renovation

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

none that I'm aware of

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: I thought they were orderly & efficient in addressing the agenda.

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____

Date: _____

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



City Council Regular Meeting

Meeting Date: 03/20/2017

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2017 Council Calendar

2017

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

FEBRUARY						
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26	27	28				

MARCH						
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APRIL						
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28	29	30	31			

JUNE						
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JULY						
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30	31					

AUGUST						
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27	28	29	31			

SEPTEMBER						
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OCTOBER						
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29	30	31				

NOVEMBER						
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DECEMBER						
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24	25	26	27	28	29	30
31						

1/2/2017	New Years Day/Called Council Meeting on 1/3/2017 - Cancelled
3/21/2017	Called Joint Meeting with SISD Board of Trustees
4/21/2017	Called Budget Planning Mtg in Council Chambers
6/15-16/2017	Called Budget Workshop in Council Chambers
9/4/2017	Labor Day/Called Council Meeting on 9/5/2017

[illegible]