CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MARCH 18, 2019
5:00 P.M.

A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER SANDRA MELTON

A. 3. INVOCATION BY COUNCIL MEMBER SANDRA MELTON

A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 4, 2019

Public Hearing

B. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6184
Extending the Corporate Limits of Said City so as to Annex a 9.758 Acre Tract of Land on West Washington Street, West of F.M. 1417 (Heritage Parkway), Adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; Providing for a Municipal Service Plan

B. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6185
Providing for Permanent "No Parking" Signs Restricting Parking along the North and South Sides of West Houston Street (S.H. 56) from Friendship Road to Ridgeview Road within the City Limits of the City of Sherman; Providing for a Penalty Provision

B. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6186
Amending Chapter 14 of the Code of Ordinances, entitled "Zoning Ordinance", at Exhibit A, General Zoning Ordinance No. 2280, Adding a New Section 6.11 to be entitled "PD (Planned Development) District"

B. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6187
Amending Chapter 10 of the Code of Ordinances, entitled "Subdivision Regulation", Exhibit A, Subdivision Ordinance No. 2684, at Section 26, entitled "Modification of Design Requirements, Minimum Improvements and Subdivision Regulations"

B. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6188
Amending Chapter 3 of the Code of Ordinances, entitled “Building Regulations", Article 3.14, entitled “Permit, Development and Registration Fees", at Section 3.14.009, entitled “Zoning Request Fees”

B. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6189
Amending Chapter 14 of the Code of Ordinances, entitled "Zoning Ordinance", Exhibit A, General Zoning Ordinance No. 2280, at Section 11, entitled “Schedule of Fees, Charges, and Expenses"

B. 7. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6190
Amending Chapter 10 of the Code of Ordinances, entitled "Subdivision Regulation", Exhibit A, Subdivision Ordinance No. 2684, at Section 5, entitled "Preliminary Plat"

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

B. 8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6191**
Amending Chapter 10 of the Code of Ordinances, entitled "Subdivision Regulation", Exhibit A, Subdivision Ordinance No. 2684, at Section 6, entitled "Final Plat"

B. 9. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6192**
Amending Chapter 10 of the Code of Ordinances, entitled "Subdivision Regulation", Exhibit A, Subdivision Ordinance No. 2684, at Section 8, entitled "Replatting"

B. 10. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6193**
Amending Chapter 14 of the Code of Ordinances, entitled "Zoning Ordinance", Exhibit A, General Zoning Ordinance No. 2280, Section 6.8.3, entitled "College Park Overlay District", at Subsection (4)(f)

B. 11. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6194**
Amending Chapter 14 of the Code of Ordinances, entitled "Zoning Ordinance", Exhibit A, General Zoning Ordinance No. 2280, Section 8, entitled "Administration and Enforcement; Building Permits, Certificates of Zoning Compliance, Temporary Use Permits, and Specific Use Permits", at Subsection (5)(a) to Amend the Requirements for Liquor Stores and Pawn Shops

B. 12. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6195**
Amending Chapter 14 of the Code of Ordinances, entitled "Zoning Ordinance", Exhibit A, General Zoning Ordinance No. 2280, at Section 6.5, entitled “C-2 (General Commercial) District"

B. 13. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6196**
Amending Chapter 14 of the Code of Ordinances, entitled "Zoning Ordinance", Exhibit A, General Zoning Ordinance No. 2280, Section 7, entitled "Supplementary District Regulations", at Subsection (13), entitled "Screening Device", to Amend the Requirements for a Screening Device

B. 14. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6197**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Bottling Works for B4C Distillery in an M-1 (Light Manufacturing) District at 5110 Marshall Street, being 3.39 acres in the J.B. Shannon Survey, Abstract No. 1085 (Paul Lane, Owner; and Brian Roder, Applicant); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

B. 15. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6198**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Two-Sided Non-Digital, 300 Square Foot Billboard in a C-2 (General Commercia) District/O-1 (75 & 82 Overlay) District at 600 East Lamberth Road, being part of Lots 6-8 and all of Lots 4 and 5, Block 4, Dr. J.H. Carraway’s Subdivision and a 0.75 acre tract in the J. B. McAnair Survey, Abstract No. 763, containing 5.855 acres (Remington Sherman Automotive, LLC, Owners; Brett Edmonson, The Ratliff Group, LLC, Representative/Engineer; and NCA Partners, Architect); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

Close Public Hearing and Consider Adoption of Ordinances

B. 16. **ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers: 6184, 6185, 6186, 6187, 6188, 6189, 6190, 6191, 6192, 6193, 6194, 6195, 6196, 6197 and 6198

B. 17. **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. 6465**

Declaring the City's Intention to Reimburse Itself from the Proceeds of Capital Lease Financing from U.S. Bancorp Government Leasing & Finance, Inc. for the Lease-Purchase Financing of Capital Equipment

C. 2. **RESOLUTION NO. 6466**

Awarding a Bid to and Authorizing Execution of an Agreement with U.S. Bancorp Government Leasing & Finance, Inc. for the Lease-Purchase Financing of Capital Equipment

C. 3. **** RESOLUTION NO. 6467***

Authorizing Execution of a Professional Services Agreement with Freeman-Millican, Inc. for Engineering Services for Design of the Sherman Wastewater Treatment Plant Primary Clarifier #1 Equipment Replacement and Sludge Transfer Station Rehabilitation

Payment Approvals

D. 1. **** PAYMENT APPROVAL***

Approval of City Participation in North Texas Municipal Water District Planning for Future Upgrade and Expansion of Lake Texoma Pump Station

Other Business

E. 1. **OTHER BUSINESS**

Recognition of City of Sherman Award: "2018 Achievement of Excellence in Libraries Award"

E. 2. **OTHER BUSINESS**

Accept Annual Audit Report for Year Ended September 30, 2018 from Pattillo, Brown and Hill, LLP

E. 3. **OTHER BUSINESS**

Receive Quarterly Report on the Sherman Cultural District

E. 4. **OTHER BUSINESS**

Receive Presentation from Parks and Recreation Manager Theresa Hutchinson concerning the City of Sherman's Trails Program and a Potential Grant Application for Federal Funds to Expand the City's Trail System

E. 5. **OTHER BUSINESS**

Consider Request of the Texoma Society of CELTS to Temporarily Close Certain Streets for the "3rd Annual Sherman Celtic Festival and Highland Games" during March 23-24, 2019

E. 6. **OTHER BUSINESS**

Consider Approval of the Annexation Scheduling Plan for Adoption of 56.07 acres along Fallon Drive, East of Texoma Parkway (State Highway 91), Adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; 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. 7. **OTHER BUSINESS**

Site Plan Approval for Sherman Crossroads, LTD, Owners; and John Pimentel, QuikTrip Corporation, Applicant under Ordinance No. 2252, Article IV, Section 410 (2)(j), being 2.027 acres in the Preston Kitchen Survey, Abstract No. 667, also being a Part of Lot 1, Block 2, Sherman Crossroads, Phase II to allow a QuikTrip Convenience Store and Fueling Station in the Blalock Industrial Park/Blalock Commercial Overlay District at 3624 South U.S. Highway 75

E. 8. **** OTHER BUSINESS***

Replat Approval of Preston Club, The Classics Subdivision, Block 1, Lots 7R and 9R, being 0.764 acres in the Daniel Bickenbach Survey, Abstract No. 128 and all of Block 1, Lots 7, 8 and 9, Preston Club, The Classics Subdivision; James and Tina Harmon and Jerry O. & Sheryl L. Vaughan Revocable Living Trust, Owners; and Preston Trail Land Surveying, Surveyor (3014, 3018 and 3022 Preston Club Drive)

E. 9. **** OTHER BUSINESS***

Replat Approval of Lot 4B, Block 1, Crescent Oaks Plaza, being 1.690 acres in the J.B. McAnair Survey, Abstract No. 763 and Lot 4B of the Replat of Lot 4, Block 1, Crescent Oaks Plaza; SWBE LLC and Young Enterprises, LP, Owners; Jones Carter Engineering, Civil Engineeer/Surveyor; and Wes Johnston, Developer (1611 North U.S. Highway 75)

E. 10. **** OTHER BUSINESS***

Replat Approval of Lots 1 and 2, Davidson Addition, being 10.254 acres in the Benjamin Lindsay Survey, Abstract No. 733; Angel Ridge Properties, LLC, Owners; and Helvey-Wagner Surveying, Inc., Surveyor (8001 South U.S. Highway 75)

E. 11. **** OTHER BUSINESS***

Replat Approval of Mildred Heights Addition, Block 5, Lots 1R and 2R, being part of Lot 1 and all of Lot 2, Block 5, Mildred Heights Addition, containing 0.334 acres in the C. Carter Survey, Abstract No. 229; John and Zaida Burdett and Tammy Reeder Salas AKA Tammy Ray, Owners; and Preston Trail Land Surveying, Inc., Surveyor (1318 North Luckett Street and 1322 East Tuck Street)

E. 12. **** OTHER BUSINESS***

Final Plat Approval of Holton Addition in the City of Sherman's Extra Territorial Jurisdiction, being 1.289 acres in the Winifred Bailey Survey, Abstract No. 66; Robert Ladd Holton, Owner; and Underwood Drafting and Surveying, Surveyor (1744 Ladd Road)

F. **CITIZEN REQUESTS**

G. **MEDIA QUESTIONS**

Consider Board/Commission Appointments

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

(a) Library Board (1)

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

(a) Main Street Advisory Committee (3)

H. 3. **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 551.071	Consult with the City Attorney on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter
Section 551.087	Deliberation Regarding Economic Development Negotiations: (a) Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect

The Council reconvenes into General Session

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 15, 2019 at 2:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 15th day of March, 2019.

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

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	Shawn C. Teamann	Willie Steele, Council-At-Large, PL #1	Josh Stevenson, Council – District #2
		Sandra Melton, Council-At-Large, PL #2	Pamela L. Howeth, Council – District #3
		Shawn C. Teamann, Council – District #1	Daron Holland, Council – District #4

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **A.4.**

Meeting Date: 03/18/2019

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 4, 2019

Attachments

March 4, 2019

STATE OF TEXAS §

March 4, 2019

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 4, 2019.

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

MEMBERS ABSENT: **NONE.**

CALL TO ORDER

CALL TO ORDER

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

APPROVE MINUTES

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of February 18, 2019. Council Member Howeth moved to approve the Minutes, as presented; Second by Council Member Holland. All present voted AYE.
MOTION CARRIED.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

ORD 6183 CHARTER REVIEW COMMISSION

Mayor Plyler introduced Ordinance No. 6183 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CREATING A CHARTER REVIEW COMMISSION IN THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

Brandon Shelby, City Attorney, explained that the City can amend the Charter every two years. The staff has been reviewing the Charter for any recommended changes, and they have found "a few."

This ordinance creates the Charter Review Commission to review the recommendations of staff and to review the Charter itself to see if they have additional recommendations. Mr. Shelby will then draft the Charter Amendments for the November 2019 Election.

No citizens appeared before the City Council to discuss Ordinance No. 6183.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6183

ORD 6183 CHARTER REVIEW COMMISSION

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CREATING A CHARTER REVIEW

COMMISSION IN THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ACTION TAKEN.

Motion by Council Member Howeth to approve Ordinance No. 6183, as presented. Second by Council Member Melton.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

CONSENT AGENDA

CONSENT AGENDA

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

MAYOR'S APPOINTMENTS TO A CHARTER REVIEW COMMISSION

CHARTER REVIEW COMMISSION

Mayor Plyler moved Item D-1 forward on the agenda for consideration. He appointed Council Members Pam Howeth, Daron Holland, and Josh Stevenson to serve on the Charter Review Commission. He also appointed Council Member Willie Steele to serve as an Alternate to the Commission.

ACTION TAKEN.

Motion by Council Member Steele to confirm the Mayor's appointment of Pam Howeth, Daron Holland, and Josh Stevenson to the Charter Review Commission, and Willie Steele as an Alternate, as presented. Second by Deputy Mayor Teamann.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTIONS

RESOLUTION NO. 6459 – APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

RES 6459 CERTIFICATES OF OBLIGATION

A RESOLUTION APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

Mary Lawrence, Director of Finance, said this is the first step to issue $20 million in Certificates of Obligation. These CO's only fund street projects, and include the streets needed to support the traffic around the new Sherman High School. Almost 60% of this issuance is for Texas Department of Transportation projects that will be done within the City.

The next Council action will be on April 15, 2019, after the bids are received. At that time, the Council will award the bids. The proceeds will be received about the middle of May 2019.

Deputy Mayor Teamann asked about the $1 million for the McGee Street Extension, west of FM 1417, and asked if that will complete the entire project.

Robby Hefton, City Manager, said that will be for the section from Little Lane to where the bridge crosses Sand Creek. The timing of this project is due to the development of 40 lots west of this area.

The City is moving ahead with this phase because there is development in the area that calls for it. This project is located on the north edge of Bentbrook. The funding will pay for the engineering and construction of the McGee Street Extension.

Clint Philpott, Director of Engineering, said the City is only constructing the south two lanes now, not the four, median-divided lanes.

Council Member Steele verified that the action today is to "shop the bonds." Ms. Lawrence said the bids would be received on April 15, 2019 and the City's Financial Advisor will present the bids and make a recommendation as to which one to award.

Council Member Steele confirmed that these projects are part of last year's budget discussions and were included in the current Capital Improvement Program. The current action is to fund these projects with bonds. The projects themselves have already been discussed and are a part of the budget that was adopted for FY 2018-2019.

Council Member Steele said $19.2 million in bonds were issued in 2018. He asked for an update on those projects and the projects that were to be paid from bonds issued in 2017. Mr. Hefton said updates have been presented on an informal basis, such as with the "flyover" reports.

He said a more formalized status update could be given that details the amount budgeted, status of the project, and the expected completion date.

Council Member Steele said in April the City will issue $20 million in debt and start servicing that debt, but they probably won't start $20 million worth of projects immediately. He asked if there was a way to package those in smaller issues, or if it is better to do more at once.

Mr. Hefton said for this particular issue, the City will begin "writing checks" in May, as soon as the money is available. A large portion will be paid immediately to TxDOT for those projects. The City wants the rest of the money in the bank in order to issue contracts, for projects such as Phase 2 and 3 of West Travis Street.

He added that some projects are a little further out, but only by weeks or a couple of months, not by years. Council Member

Steele said he would like to see an update on the status of the projects and make sure they're being completed in a timely manner.

Deputy Mayor Teamann said, in the last few years the City has issued debt for right-of-way acquisition, and he verified that this money will help complete the projects that the City has been working on for the last couple of years.

Mr. Hefton said TxDOT has been the largest piece of the F.M. 1417 project. Over 25% of the debt that has been issued over the last three years has been on TxDOT projects. This money will complete the TxDOT projects.

There will still be some right-of-way to purchase on Lamberth Road and Washington Street. The goal is to complete the engineering and right-of-way purchase so when the City needs to move forward with the project, it is ready to go. He added that this money will substantially complete the right-of-way acquisition for those projects.

Council Member Howeth asked that the update also include the status of Kessler Boulevard.

Council Member Steele said this bond issue is for $19 million worth of projects that need to be done. The City is growing and these are things that must be done in order for it to grow.

ACTION TAKEN.

Motion by Council Member Steele to approve Resolution No. 6459, as presented. Second by Council Member Stevenson.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 6460
RETAIL RECRUITMENT PROGRAM

<u>RESOLUTION NO. 6460 – DECLARING THE CITY OF SHERMAN'S ELIGIBILITY AND INTENTION TO PARTICIPATE IN A RETAIL RECRUITMENT PROGRAM TO PROMOTE DEVELOPMENT/REDEVELOPMENT IN CERTAIN AREAS OF THE CITY</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING THE CITY OF SHERMAN'S ELIGIBILITY AND INTENTION TO PARTICIPATE IN A RETAIL RECRUITMENT PROGRAM TO PROMOTE DEVELOPMENT/ REDEVELOPMENT IN CERTAIN AREAS OF THE CITY.

Mr. Hefton said this is a new program that the staff would like to initiate for a limited time to encourage retail growth. The City is growing and new people are moving here, and it's necessary to have additional services to make Sherman a great place to live and play.

There are certain types of retailers and certain parts of town that they particularly want to focus on, although the program

is for all parts of Sherman. Typically retailers will locate near the major thoroughfares.

An internal team, along with a couple of Council Members, have been formed to target certain retailers to come to Sherman. The idea is to share incremental revenues from these new retailers.

The program would be similar to a Developer's Agreement and to what other cities do to target high quality retailers that generate sales tax. Sales tax is the major component of revenue for the General Fund. The program would encourage retailers to consider Sherman and incentivize them to locate in the community.

Mr. Hefton said the program would be for a short period of time to help get the momentum going for retail development. At a certain point, retail growth "feeds on itself." He asked the Council for approval of the proposed program.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 6460, as presented. Second by Deputy Mayor Teamann.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 6461 DEVELOPMENT AGREEMENT WITH WESTAR HOME BUILDERS

RESOLUTION NO. 6461 – AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH WESTAR HOME BUILDERS, LLC FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE PRESERVE, PHASE II, A 10.264-ACRE DEVELOPMENT OFF OF QUAIL RUN ROAD, WEST OF F.M. 1417 (HERITAGE PARKWAY) IN THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH WESTAR HOME BUILDERS, LLC FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE PRESERVE, PHASE II, A 10.264-ACRE DEVELOPMENT OFF OF QUAIL RUN ROAD, WEST OF F.M. 1417 (HERITAGE PARKWAY) IN THE CITY OF SHERMAN.

Mr. Philpott said the Development Agreement with Westar Home Builders is to construct streets, water, sewer, and storm drain improvements for approximately 42 lots. This will be the second phase of The Preserve, and there are another two phases that are planned in the future.

ACTION TAKEN.

Motion by Council Member Melton to approve Resolution No. 6461, as presented. Second by Council Member Howeth.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 6462 FALLON DR. TO DRIPPING SPRINGS RD. EXTENSION

RESOLUTION NO. 6462 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH McMANUS & JOHNSON CONSULTING ENGINEERS, LLC FOR THE ENGINEERING DESIGN OF THE FALLON DRIVE TO DRIPPING SPRINGS ROAD EXTENSION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH McMANUS & JOHNSON CONSULTING ENGINEERS, LLC FOR THE ENGINEERING DESIGN OF THE FALLON DRIVE TO DRIPPING SPRINGS ROAD EXTENSION.

Mr. Philpott said the engineering design contract is to extend Fallon Drive to Dripping Springs Road. There is a 20 acre tract of land that is being developed. There will be a 180,000 square foot warehouse on half of the tract.

In a meeting between the City and the Sherman Economic Development Corporation, it was determined that this extension was necessary, not only for this development, but for future thoroughfares through this industrial park.

Construction funding will be between the City and SEDCO and will be discussed at a future Council Meeting.

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve Resolution No. 6462, as presented. Second by Council Member Stevenson.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 6463 CENTRAL BUSINESS DISTRICT GRANT (124 N. WALNUT)

RESOLUTION NO. 6463 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH SEAN VANDERVEER D/B/A VANDERVEER GROUP, LLC UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 124 NORTH WALNUT STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH SEAN VANDERVEER D/B/A VANDERVEER GROUP, LLC UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 124 NORTH WALNUT STREET.

Nate Strauch, Community and Support Services Manager, introduced the application under the City's façade grant program, which is budgeted at $50,000 this year.

The proposed project is for the former Roberts, Sanford & Taylor building. The project qualifies for the maximum matching grant of $25,000, however the applicant received a $15,000 grant for the project last year. This leaves $10,000 in eligible reimbursements for this request.

Deputy Mayor Teaman asked about the timeline for the project. Sean Vanderveer, representing Vanderveer Group, LLC, said they have been working on the design, but had some problems with the engineers. He said his goal was to have the project completed this calendar year.

Mr. Vanderveer said if it became clear that the project would not be completed, he would notify the City that they did not need the grant money, so it wouldn't "tie the money up" for other projects. He felt the project would be great for the downtown area.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 6463, as presented. Second by Deputy Mayor Teamann.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 6464
WATER PUMP REPAIR

<u>RESOLUTION NO. 6464 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WEISINGER INCORPORATED FOR REPAIR OF THE LAKE TEXOMA CITY OF SHERMAN PUMP NO. 3</u>
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WEISINGER INCORPORATED FOR REPAIR OF THE LAKE TEXOMA CITY OF SHERMAN PUMP NO. 3.
CONSENT AGENDA.

<u>OTHER BUSINESS</u>

CLOSE STREETS
BEAT THE HEAT 5K

<u>CONSIDER REQUEST OF GRAYSON HONORS COLLEGE AND THE GRAYSON COUNTY LAW ENFORCEMENT ASSOCIATION TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE "BEAT THE HEAT 5K RUN/WALK" ON SATURDAY, APRIL 27, 2019 WITH AN ALTERNATE RAIN DATE OF SATURDAY, MAY 4, 2019</u>
The City Council approved the request of Grayson Honors College and the Grayson County Law Enforcement Association to temporarily close certain streets for the "Beat the Heat 5K Run/Walk" on April 27, 2019. The alternate rain date will be May 4, 2019.

The event will require traffic control assistance, barricades, and cones from the City, and accessibility through Rusk Street by emergency and fire vehicles must be maintained at all times throughout the event.
CONSENT AGENDA.

CITIZENS REQUESTS

EXPANSION AT WEST HILL CEMETERY

EXPANSION AT WEST HILL CEMETERY

Ronald Aycock, 220 E. Houston, said at a previous meeting, it was stated that the west boundary for West Hill Cemetery was the creek. He asked what the distance was between the border of the creek and the burial lots.

Mr. Philpott said he did not know exactly, but would get that information and contact him. Mr. Aycock asked for a map that was marked with the boundary.

Mr. Aycock added that he has family members buried in the Veteran's Section, and when it rains, that area floods.

CITY TRANSPARENCY

CITY TRANSPARENCY

Mr. Aycock said Sherman's transparency is "not worth a flip." He has been doing research with the State Comptroller's Office. He said Sherman is in competition with Denison, but Denison has received a "gold star" from the State Comptroller's Office for "what they do."

He asked the Council to list the streets and the amount of money for the projects that would be covered under the Certificates of Obligation that will be issued.

COUNCIL MEETING SOUND QUALITY

COUNCIL MEETING SOUND QUALITY

Peter Tracy, 705 S. Valentine, said the quality of the sound from the Council's mics was good tonight.

MEDIA QUESTIONS

MEDIA QUESTIONS

There were no media questions.

ANNOUNCEMENTS

ANNOUNCEMENTS

Mayor Plyler announced the following:

- **The Celtic Festival will be held on March 23 and March 24, 2019, off of Fallon Drive, near Midway Mall.**
- **The Sherman Service League will host their annual Charity Ball on March 30, 2019. The event raises money for local charities.**
- **Coffee With the Mayor will be held on April 5, 2019 at the Finley Theater. The annual lineup for Hot Summer Nights will be announced at the meeting.**

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

EXECUTIVE SESSION

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

SECTION 551.071 --	**CONSULTATION WITH CITY ATTORNEY CONCERNING PENDING OR CONTEMPLATED LITIGATION**
SECITON 551.071 --	**CONSULT WITH THE CITY ATTORNEY ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THIS CHAPTER**
SECTION 551.087 --	**DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS: DELIBERATE REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE CITY HAS RECEIVED FROM A BUSINESS PROSPECT AND DELIBERATE ANY OFFERS OR INCENTIVES TO THE BUSINESS PROSPECT**

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:30 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:49 p.m. and reconvened in Open Meeting.

OPEN MEETING **OPEN MEETING**

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

ADJOURNMENT **ADJOURNMENT**

On Motion duly made and carried, the meeting adjourned at 5:50 p.m.

_____

MAYOR

_____

CITY CLERK

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **B.1.**

Meeting Date: 03/18/2019

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6184

Extending the Corporate Limits of Said City so as to Annex a 9.758 Acre Tract of Land on West Washington Street, West of F.M. 1417 (Heritage Parkway), Adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; Providing for a Municipal Service Plan

Issue:

To introduce, hold a public hearing, and consider adoption of the annexation ordinance that extends the City of Sherman's corporate limits so as to annex a 9.758 acre tract of land on West Washington Street, west of F.M. 1417 (Heritage Parkway), adjacent to the Sherman city limits, and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. At its February 4th meeting, the City Council approved the schedule for annexation of this property, which set the first and second public hearings for the February 14th regular Council meeting, and adoption of the Ordinance for this March 18th regular Council meeting. The first and second public hearings were held on February 14th, as scheduled, with no objections received.

This annexation was requested by the property owner.

Origination:

Letter requesting annexation by Washington Bend, LLC, subject Property Owner/Developer

Financial Consideration:

Once developed, the additional property taxes on the land raised from this annexation are estimated at about $45,000.00 annually, which approximates the estimated costs associated with providing general City services.

Staff Recommendation:

It is recommended that the City Council introduce, hold the public hearing, and consider adoption of the ordinance for annexation of this 9.758 acre tract of land on West Washington Street, west of F.M. 1417 (Heritage Parkway), in the ETJ.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 6184
Exhibit "A" Legal Description
Exhibit "B" - Location Map
Exhibit "C" - Municipal Service Plan
Request for Annexation
Annexation Schedule

ORDINANCE NO. 6184

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX A 9.758 ACRE TRACT OF LAND ON WEST WASHINGTON STREET, WEST OF F.M. 1417 (HERITAGE PARKWAY), ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; PROVIDING FOR A MUNICIPAL SERVICE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; 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, Chapter 43 of the Texas Local Government Code and Article X, Section 12 of the City Charter of Sherman, Texas, an incorporated City, authorizes the annexation of territory, subject to the laws of this State; and

WHEREAS, the procedures proscribed in Chapter 43 of the Texas Local Government Code, the City Charter of the City of Sherman, Texas, and any other applicable laws have been duly followed with respect to the territory described in Section 1 of this Ordinance;

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

SECTION 1. That the limits of the City of Sherman, Texas, shall be extended so as to hereinafter include within the corporate limits of said City the tracts of land, being more particularly described in Exhibit "A" and shown in Exhibit "B".

SECTION 2. That the inhabitants thereof shall hereinafter be entitled to all the rights and privileges of other citizens of the City of Sherman and they shall be bound by the acts, ordinances, resolutions, and regulations of said City.

SECTION 3. That the Service Plan for the annexed area is adopted and attached as Exhibit "C" to this Ordinance and incorporated for all purposes.

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

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

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

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Fax: (903) 463-4088 · Email: helveysurvey@cableone.net
TBPLS Firm Registration No. 10088100
Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578 – Kenneth N. Russell, RPLS No. 4409

9.758 Acres

SITUATED in the County of Grayson, State of Texas, and being a part of the William Thompson Survey, Abstract No. 1210, and being a part of the 21.95 ac. tract of land conveyed to Washington Bend, LLC by Phillip A. Klas and Elizabeth Ellen Andrews Schnitker, Independent Executrix of the Estate of Stephen H. Klas, Deceased by Warranty Deed with Vendor's Lien dated August 16, 2018 and recorded in Instrument No. 2018-18690, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a 1/2 inch capped rebar set stamped "RPLS 6578" in the North line of Washington Street, a public street, in the East line of both the Fielding Bacon Survey, Abstract No. 119 and the 31-1/8 ac. tract of land (Parcel No. 1 – First Tract) conveyed to Harcomo Farms, Inc. in Instrument No. 2018-1491, said Official Public Records, in the West line of said William Thompson Survey, at the most Westerly Northwest corner of the 1.688 ac. tract of land conveyed to the City of Sherman in Volume 4739, Page 492, said Official Public Records, at the Southwest corner of both said Washington Bend, LLC 21.95 ac. and the herein described tract;

THENCE North 00 deg. 52 min. 54 sec. West, with the East line of both said Fielding Bacon Survey and said Harcomo Farms, Inc. 31-1/8 ac. and the West line of both said William Thompson Survey and said Washington Bend, LLC 21.95 ac., passing the Northeast corner of said Harcomo Farms, Inc. 31-1/8 ac. and crossing the South line of the former Texas and Pacific Railroad right-of-way, now abandoned as per Disclaimer filed in Volume 2351, Page 443, Real Property Records, Grayson County, Texas and continuing for a total distance of 1178.65 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" in the South line of Lot 5, Forest Glen Addition, an Addition to the City of Sherman, Texas, as per plat of record in Volume 10, Pages 53 and 53A, Plat Records, Grayson County, Texas, at the Northwest corner of both said Washington Bend, LLC 21.95 ac. and the herein described tract;

THENCE South 80 deg. 18 min. 00 sec. East, with the South line of said Lot 5 and the North line of said Washington Bend, LLC 21.95 ac., a distance of 193.42 ft. to a point at the beginning of a curve, said point being South 41 deg. 39 min. West, 0.28 ft. from a spike nail found;

THENCE Easterly, with the South line of said Lot 5, Lot 4 and Lot 3, the North line of said Washington Bend, LLC 21.95 ac. and with a non-tangent curve to the right, having a radius of 5,729.65 ft. and a central angle of 01 deg. 34 min. 14 sec. (chord bears South 78 deg. 41 min. 41 sec. East, 157.06 ft.), an arc distance of 157.07 ft. to a point at an Ell corner of the City Limits of the City of Sherman, at the Northeast corner of the herein described tract;

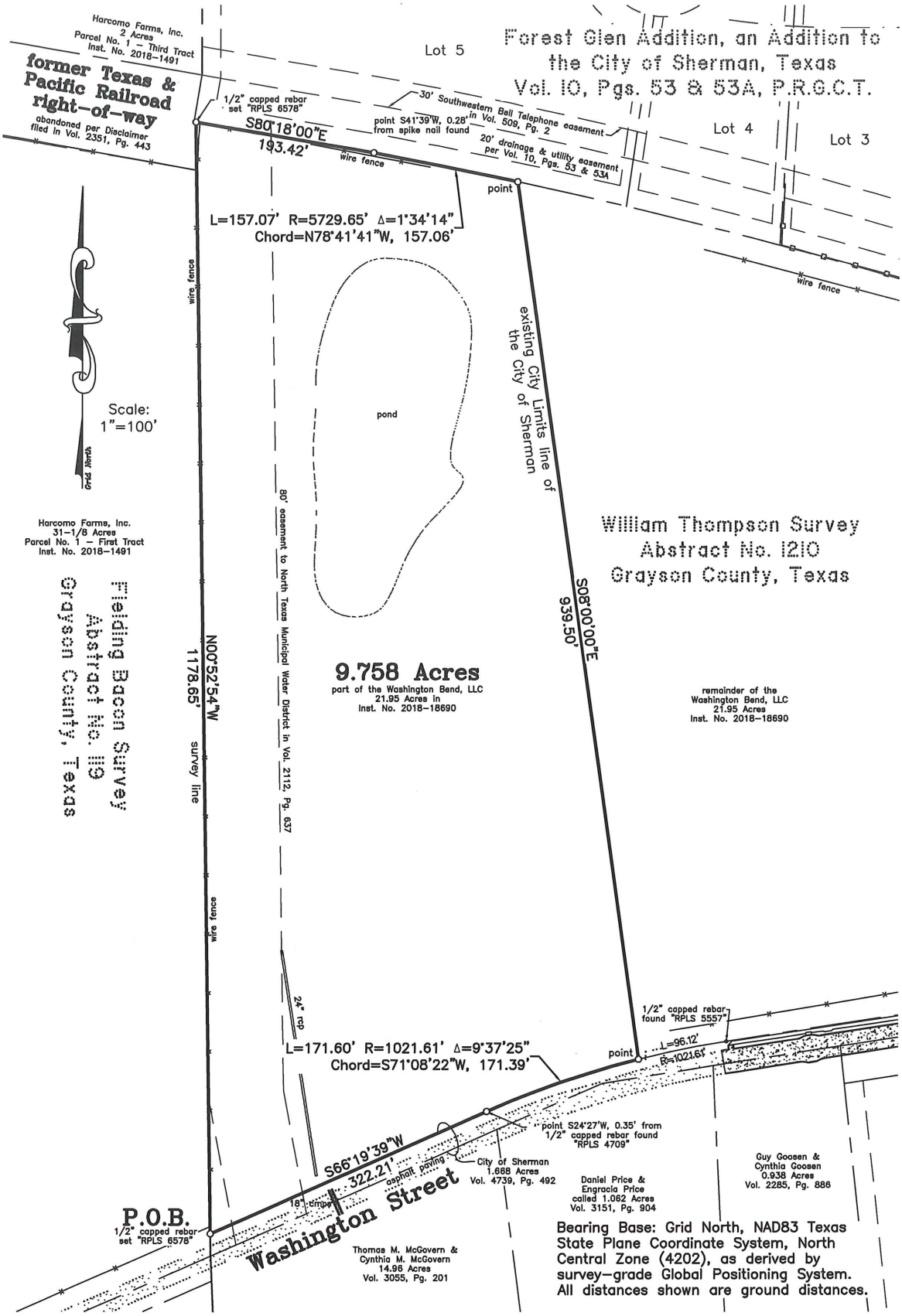
THENCE South 08 deg. 00 min. 00 sec. East, over and across said Washington Bend, LLC 21.95 ac., with a West line of the City Limits of the City of Sherman, a distance of 939.50 ft. to a point in the North line of said Washington Street, in the South line of said Washington Bend, LLC 21.95 ac., at the Southeast corner of the herein described tract;

THENCE Westerly, with the North line of said Washington Street, the South line of said Washington Bend, LLC 21.95 ac. and with a non-tangent curve to the left, having a radius of 1021.61 ft. and a central angle of 09 deg. 37 min. 25 sec. (chord bears South 71 deg. 08 min. 22 sec. West, 171.39 ft.), an arc distance of 171.60 ft. to a point at the end of said curve, being South 24 deg. 27 min. West, 0.35 ft. from a 1/2 inch capped rebar found stamped "RPLS 4709";

THENCE South 66 deg. 19 min. 39 sec. West, continuing with the North line of said Washington Street and the South line of said Washington Bend, LLC 21.95 ac., a distance of 322.21 ft. to the **PLACE OF BEGINNING** and containing **9.758 ACRES** of land.

STATE OF TEXAS
REGISTERED
KATE A. WAGNER
6578
PROFESSIONAL
LAND SURVEYOR

Kate A. Wagner, R. P. L. S. No. 6578
January 18, 2019



City Limits Tract
9.758 Acres

Job No. CGS310119

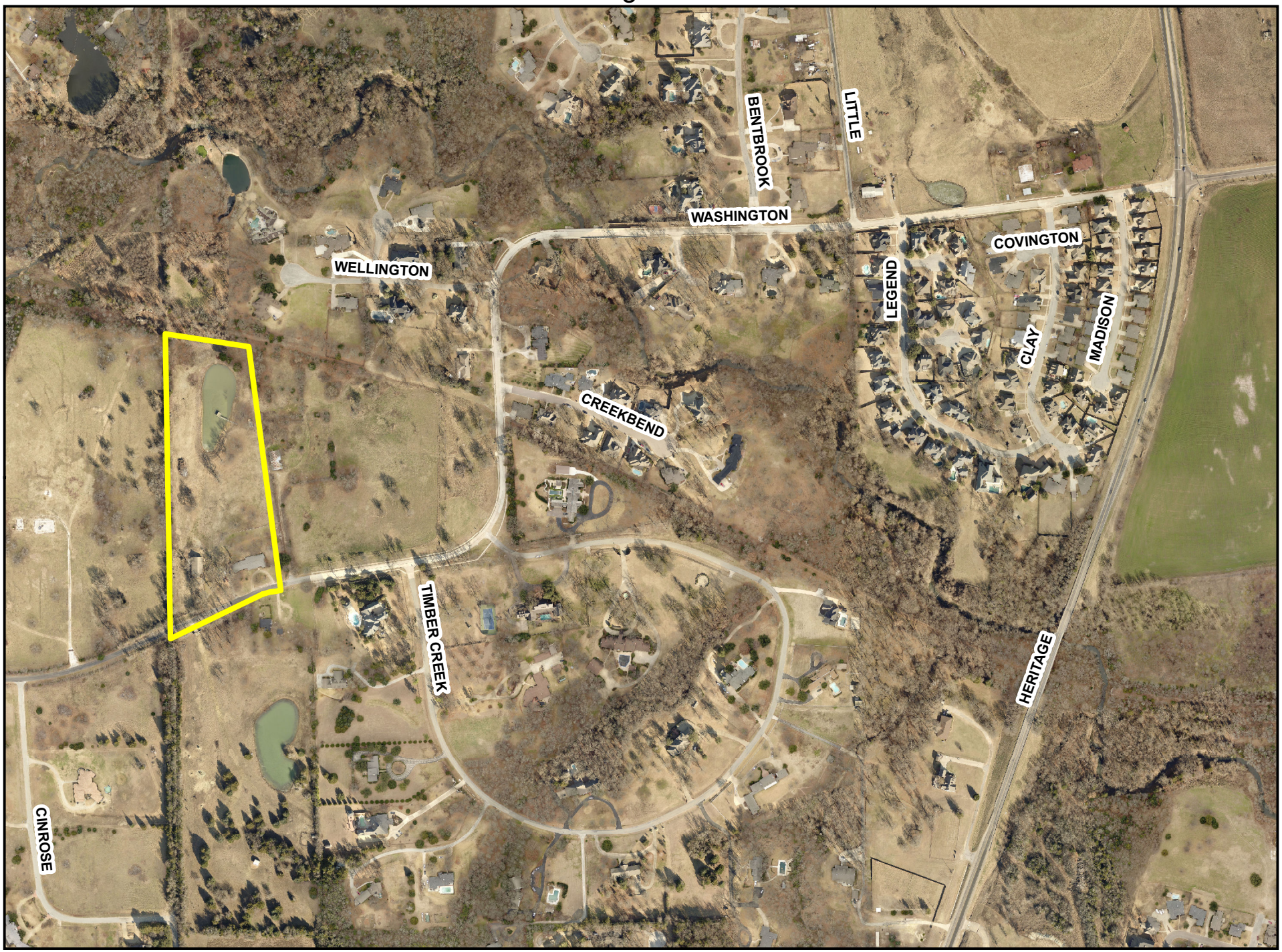
Helvey–Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph (903) 463–6191 Fax (903) 463–4088
Email: helveysurvey@cableone.net
Texas Board of Professional Land Surveying
Firm Registration No. 10088100

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

Copyright Date: January 18, 2019

S:\Land Projects R2\Topo-22-Acres-William-Thompson-Survey\Drawings\City-Limits-Tract.dwg 1/18/2019 3:41 PM

West Washington Annexation



0 250 500 1,000 1,500 2,000 Feet

1 inch = 500 feet

N

City of Sherman
Municipal Service Plan
West Washington Street

INTRODUCTION:

The annexation is the site of approximately 9.758 acres along West Washington Streetwestof F.M. 1417 (Heritage Parkway), lying adjacent to the City of Sherman existing city limits.

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

MUNICIPAL SERVICES TO BE PROVIDED:

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

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

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

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

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

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

CONSTRUCTION INSPECTIONS: Building inspection activities will be available upon

annexation.

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

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

PLANNING AND ZONING: The Planning and Zoning jurisdiction of the City will extend to this area on the effective date of this annexation. All areas will be annexed as an R-1 on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

WATER SERVICE: Water improvements to the area will be in accordance with the City's Subdivision Ordinance and the City's Utility Extension Policies.

SEWER SERVICE: Sewer improvements to the area will be in accordance with the City's Subdivision Ordinance and the City's Utility Extension Policies.

Gary Corley

From: Gary Corley [garycorley@gcorleylaw.com]
Sent: Wednesday, January 23, 2019 10:54 AM
To: 'amber@ci.sherman.tx.us'
Cc: 'Jim Lindsey'; 'Jacob Pelley'; 'Blume Loe'
Subject: FW: Washington Oaks Subdivision
Attachments: Washington Bend - City Limits tract - field notes.pdf; CGS310119.pdf; CGS631118.pdf; Washington Bend -plat application Sherman.pdf

Good morning, Amber

I now have the boundary survey of the portion of the Washington Oaks Subdivision that, on behalf of Washington Bend, LLC as a Managing Member, request the City of Sherman to annex the land for the development of residential use. Please see attached Survey, along with the platting for the portion of the subdivision that is already within the city limits of the City of Sherman. Please acknowledge that this email is sufficient for the purpose of commencing the annexation process and that addressing this communication to you is appropriate. If not, then I will prepare a letter on my firm's stationary to be hand-delivered today. Thank you.

With kindest, Regards,

GDC

Gary Corley, As MEMBER OF WASHINGTON BEND LLC

Gary D. Corley
CORLEY LAW FIRM
108 North Travis Street
Sherman, Texas 75090
(903) 892-1048 Office
(214) 260-4925 Fax
* (903) 814-5032 Cell

From: kate@helveywagnersurvey.net [mailto:kate@helveywagnersurvey.net]
Sent: Tuesday, January 22, 2019 11:27 AM
To: Gary Corley
Cc: garycorley@gcorleylaw.com; Jake Pelley; jim@adamilindsey.com; Blume Loe, Jr.
Subject: Re: Washington Oaks Subdivision

Good morning:

Here is a copy of the plat and field notes for the annexation into the City Limits. This needs to be provided to the City of Sherman, along with any paperwork to get the annexation process started. I have also attached a PDF copy of the plat we have showing the changes Gary & I discussed. From the latest file from KJE, we do not have street names, so if you do not have those, please go ahead and start thinking of some.

I will also be forwarding this onto KJE Engineers also, so we will work on getting this to the City by Thursday, as that is the deadline for the next meeting. I went ahead and filled out a plat application that someone will need to complete and sign in pink and turn into the Planning & Zoning Department by 5 PM on Thursday. We will take care of the plat copies that will be required for the submittal. If you know of the street names, go ahead and forward to me. Otherwise, we will be working on some final touches for Thursday.

Kindest Regards,

ANNEXATION SCHEDULING PLAN

Wednesday, February 6, 2019…… Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.

Thursday, February 7, 2019……..…… Post notice on City's website, newspaper and City Hall for City Council's 1st and 2nd Public Hearings 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, February 14, 2019……... Post notice of 1st and 2nd Public Hearings under the Open Meetings Act.

Monday, February 18, 2019…… City Council's 1st and 2nd Public Hearings on intent to annex and service plan.* (Regular Council Meeting)

Thursday, March 14, 2019…….. Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.*

Monday, March 18, 2019…….…… City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.* (Regular Council Meeting)

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **B.2.**

Meeting Date: 03/18/2019

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6185

Providing for Permanent "No Parking" Signs Restricting Parking along the North and South Sides of West Houston Street (S.H. 56) from Friendship Road to Ridgeview Road within the City Limits of the City of Sherman; Providing for a Penalty Provision

Issue:

To consider introducing, seeking public input, and adopting an ordinance concerning the establishment of parking restrictions along the north and south sides of West Houston Street (S.H. 56) from Friendship Road to Ridgeview Road

Background:

Over the recent years, vehicles are parking along the north and south sides of the 3300-4400 blocks of West Houston Street (S.H. 56). Vehicles parking along the sides of the State Highway is a safety concern for the pedestrians and drivers. With the adoption of this ordinance, "No Parking" signs will be placed along the north and south sides of West Houston Street (S.H. 56) from Friendship Road and Ridgeview Road.

Origination:

Engineering

Financial Consideration:

The Street Department is estimated to incur a cost of approximately $1,500.00 for labor and materials to install “No Parking” signs.

Staff Recommendation:

Adopt the proposed ordinance to provide for restricted parking along the north and south sides of West Houston Street (S.H. 56) from Friendship Road to Ridgeview Road.

Alternatives:

The Council could reject the proposed ordinance.

Attachments

Ordinance No. 6185
Aerial Location Map

ORDINANCE NO. 6185

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "NO PARKING" SIGNS RESTRICTING PARKING ALONG THE NORTH AND SOUTH SIDES OF WEST HOUSTON STREET (S.H. 56) FROM FRIENDSHIP ROAD TO RIDGEVIEW ROAD WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, permanent "NO PARKING" signs will be erected within the corporate limits of the City of Sherman and parking is prohibited in the following locations:

Along the north and south sides of West Houston Street (S.H. 56) from Friendship Road to Ridgeview Road.

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

SECTION 3. That, from and after the erection of the "NO PARKING" signs herein authorized, it shall be unlawful for any motorist to park a vehicle in such area designated as a "NO PARKING" zone, as provided in Sec. 12.04.020 of the Code of Ordinances of the City of Sherman, Texas. Violators of this ordinance shall be subject to fine as provided in Section 1.01.009 of the Code of Ordinances of the City of Sherman, Texas.

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

SECTION 5. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

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

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

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

CITY OF SHERMAN, TEXAS

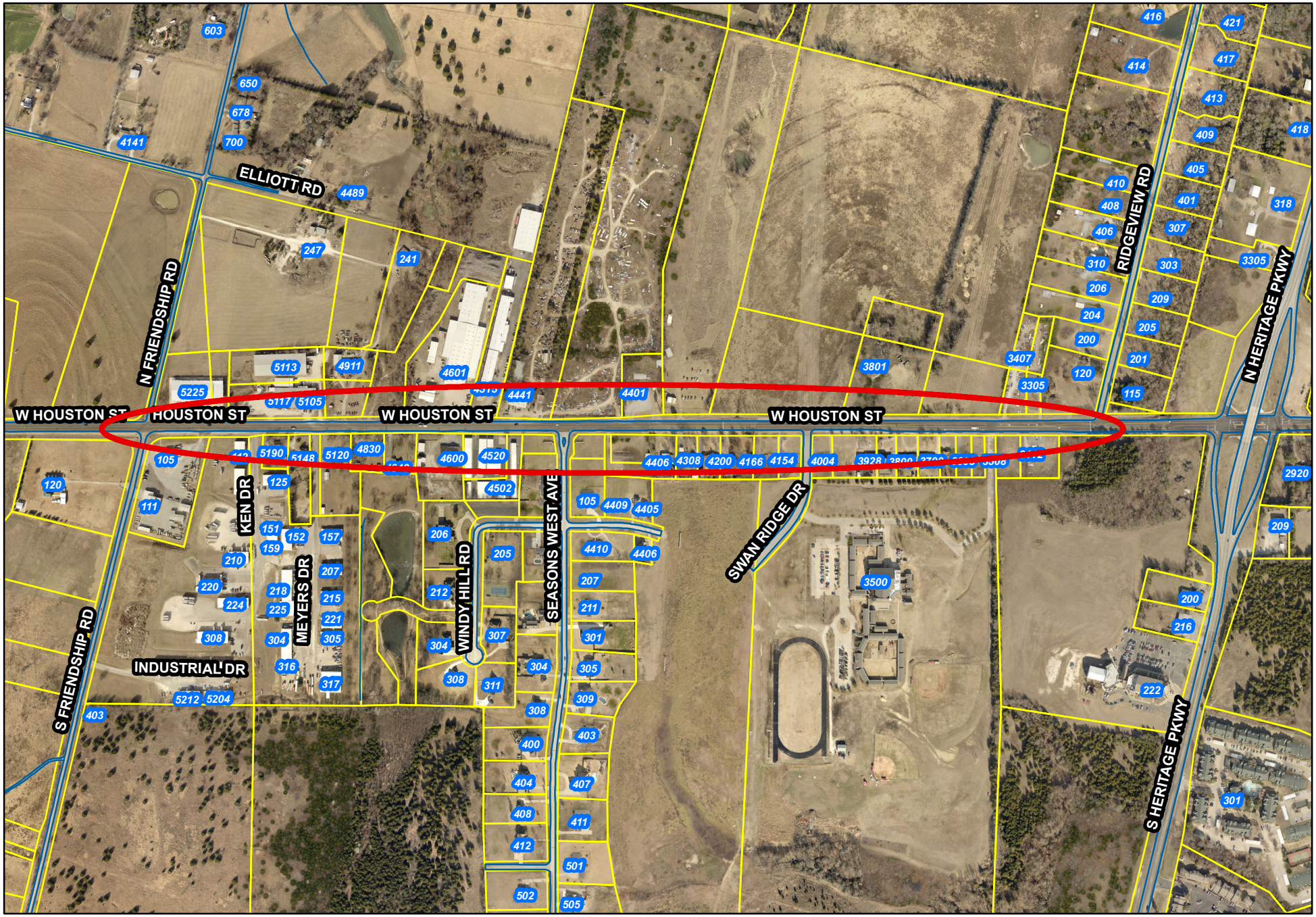
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY


ELLIOTT RD
N FRIENDSHIP RD
W HOUSTON ST
HOUSTON ST
W HOUSTON ST
W HOUSTON ST
RIDGEVIEW RD
N HERITAGE PKWY
KEN DR
MEYERS DR
WINDY HILL RD
SEASONS WEST AVE
SWAN RIDGE DR
INDUSTRIAL DR
S FRIENDSHIP RD
S HERITAGE PKWY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **B.3.**

Meeting Date: 03/18/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6186

Amending Chapter 14 of the Code of Ordinances, entitled "Zoning Ordinance", at Exhibit A, General Zoning Ordinance No. 2280, Adding a New Section 6.11 to be entitled "PD (Planned Development) District"

Issue:

To amend the zoning ordinance to include a Planned Development District

Background:

Halff Associates, Inc., a Professional Engineering Service, was consulted to design a draft ordinance for a Planned Development (PD) district. The planned development district is intended to facilitate the planning, design, and development of integrated land uses on large tracts of land that cannot be adequately accommodated in other zoning districts. A PD shall further the goals of the comprehensive plan, demonstrate enhanced and contextual design standards, present a well-organized and cohesive land plan, and contain clear and concise development regulations.

This proposed ordinance shall establish a schedule of fees, charges and expenses, and a collection procedure for building permits, amendment applications, appeals and other matters pertaining to the Planned Development Ordinance.

Origination:

City Staff

Financial Consideration:

None

Staff Recommendation:

At the February 19, 2019 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Planned Development Ordinance be approved and forwarded to the City Council.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 6186

P&Z Communication

ORDINANCE NO. 6186

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES, ENTITLED "ZONING ORDINANCE", AT EXHIBIT A, GENERAL ZONING ORDINANCE NO. 2280, ADDING A NEW SECTION 6.11 TO BE ENTITLED "PD (PLANNED DEVELOPMENT) DISTRICT"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 14, Exhibit A of the General Zoning Ordinance No. 2280 of the City of Sherman, Texas, be and is hereby amended to add a new Section 6.11, such section to read as follows:

Sec. 6.11. PD (Planned Development) District.

(1) *Introduction.*

The Planned Development (PD) district is a tool intended to facilitate the planning, design, and development of integrated land uses on large tracts of that cannot be adequately accommodated in other zoning districts. A PD shall further the goals of the comprehensive plan, demonstrate enhanced and contextual design standards, present a well-organized and cohesive land plan, and contain clear and concise development regulations.

(2) *Intent and Purpose.*

(a) A PD district may be used to permit innovative and superior land utilization concepts not permitted by other zoning districts in this ordinance. A PD district can permit greater flexibility and creativity to encourage design plans unique to individual projects that are responsive to changing market conditions. The PD district also provides assurance of high-quality standards and a consistent vision across the scope, scale, and term of the project.

(b) To ensure that each PD is established to achieve specific, unique planning and design objectives, and to guard against its misuse simply to obtain variances and exceptions for an otherwise conventional development project, PD submittal and approval criteria are provided herein to establish minimum requirements, standards, and procedures.

(3) Establishment of a PD District.

The governing body may create a PD district by ordinance through an amendment to the zoning map, pursuant to Section 12 and the procedures established therein. The PD ordinance shall establish the boundaries of the district and assign a project name and number. No base zoning district will be directly paired with a PD district. Any overlay districts that apply to land within the PD project boundaries shall be integrated into the PD district.

(4) Minimum Qualification of a Proposed PD District.

To be eligible for consideration, a proposed PD district shall adhere to the following:

(a) Minimum Size. A PD district shall be established with a minimum of 200 acres, sufficient to accommodate a large master-planned community. The City Council may consider requests for a PD smaller than 200 acres if it is demonstrated that the project satisfies all other eligibility and approval criteria except for the minimum size. In no case shall the development area of a new PD district be less than 100 acres.

(b) Mix of Land Uses. To ensure a mix of supporting and integrated land uses, a PD district shall contain at least:

- *two housing types (single-family, attached housing/townhouse, or multi-family);*
- *retail, office, business/employment; and*
- *a public destination (large park, public plaza, town center, school/library, or similar community gathering place)*

Each of the above uses shall be of large enough area to demonstrate capacity as an integral component of the overall land-use mix within the project. At the discretion of the City, the area, density, and intensity of each proposed land use shall be evaluated by staff for overall compliance with existing plans and PD requirements.

(5) Planned Development Components.

The Director shall ensure that a completed application related to a PD district has been submitted by the applicant that includes the information and materials necessary to render an informed decision. The applicant shall prepare a Statement of Justification for the PD district to explain the rational basis for why the proposed project should be accommodated with a PD in lieu of conventional base zoning. The Director shall clearly describe and publish required information for each component. During review, the Director, Planning and Zoning Commission and/or the City Council may require the submission of additional information as needed to meet the objectives of these requirements.

The PD ordinance shall comprise the following components:

(a) Development Plan. The Development Plan contains the written terms and standards necessary to ensure compliance with the PD objectives and approved plans. The Development Plan shall include a narrative of PD purpose, intent, and guiding principles. The Development Plan shall also include, at a minimum, a list or table of permitted land uses and associated special development standards within the district, including, but not limited to, intensity, density, lot dimensions and coverage, setbacks, building height, floor-to-area ratio, parking, access, screening, landscape elements, signage, lighting, management associations, and other requirements deemed necessary and appropriate by the governing bodies. Graphical and narrative explanations of proposed uses, design integration and compatibility shall demonstrate the applicant's understanding of the proposed regulations. Proposed deviations from specific City of Sherman standards for public improvements (e.g., streets, sidewalks, utility assignments, etc.) shall be similarly detailed in the plan, with concurrence of City staff.

(b) Conceptual Plan. The Conceptual Plan shall graphically demonstrate the applicant's intent for the development of the proposed Planned Development. The plan exhibit shall show general land use areas, acreages and maximum densities, primary street circulation and access points, floodplains, open space and parkland, pedestrian and trail circulation, and general location of amenities and other programming, if applicable. This plan stage is intended to be neither exhaustive nor absolute and is expected to be refined further in the Detailed Site Plan.

(c) Detailed Site Plan. The Detailed Site Plan shall refine the Conceptual Plan to show precise locations of land uses, building envelopes and architectural elevations, local street circulation and access points, parking areas, final locations and alignments of pedestrian and trail circulation, park and amenity details, buffering, screening and landscape areas, drainage facility locations, and other details as applicable to the project. For phased PD projects, multiple Detailed Site Plans may be submitted within the project boundaries, but no development shall occur on a site without approval of a Detailed Site Plan.

(6) Development Criteria.

As part of the application review process, the Director, Planning and Zoning Commission, and City Council shall determine whether the proposed PD provides an adequate framework for enhanced land design and integration of uses, and that the proposal exceeds the minimum standards of the zoning regulations. The Commission and Council may elect to impose supplemental conditions to the Conceptual/Detailed Site Plan and/or Development Plan to ensure justification for approval of the PD. Approval of a PD and subsequent development within the boundaries thereof shall adhere to the following:

(a) Consistency with the Comprehensive Plan. As the intent of the PD district is to provide for use and design flexibility, any combination of uses may be considered

for the district provided that each use is specifically identified along with any appropriate conditions or limitations. The elements of the proposed PD shall be consistent with and promote the goals of the comprehensive plan.

(b) Enhanced Project Design. It is the intent of these regulations to encourage excellence in project design for PD districts to further implement the policies contained in the comprehensive plan. In exchange for greater design flexibility, PD districts are expected to exceed the minimum regulatory standards applicable to non-PD districts. The following criteria will be used to evaluate PD project design:

1) The project should be appropriately compatible with surrounding neighborhoods relative to architectural design; scale, massing, and building height; historical character; and disposition and orientation of buildings. Transitions to surrounding development shall be made when the proposed project contains differing use and scale.

2) Land uses, buildings, streets, open space, pedestrian circulation, and landscape should be arranged to produce a cohesive, orderly and creative layout that is complementary and supportive of the mix of uses.

3) The project should preserve the natural resources and historical aesthetic character of the site to the greatest extent practicable. Floodplains and riparian areas including wetlands and stream channels, existing specimen trees, other native woody vegetation, and natural topographical features should be identified, demarcated, and preserved as open areas.

4) A variety of housing product types should be included and integrated in an appropriate manner to provide market options within the development.

5) Streets shall be designed with enhancements to the pedestrian realm including sidewalks and shared-use paths separated from vehicular movement with a vegetated parkway buffer and street trees.

6) The street network shall comprise a hierarchy of street types and demonstrate principles supportive of multi-modal users and enhanced connectivity. Streets shall be designed to accommodate expected users, taking into consideration the characteristics of the site and vicinity, such as connections to the existing street network and pedestrian system improvements, existing structures, and natural features.

7) Residential and non-residential building design should demonstrate enhanced architectural elements such as masonry and finishes. Primary building façades should be oriented towards pedestrians to enhance and activate streetscapes.

8) The project shall include a network of connected, common open spaces for use as community gathering places and recreational resources. The open-space network should incorporate amenities such as trails, seating, shade, lighting, and wayfinding sufficient to accommodate all expected users in compliance with all federal, state, and local jurisdictions. Wherever possible, the open-space network should connect to trails and parks outside of the project.

(7) Planned Development Approval Authority.

The components of a PD district, described in Section (6) Planned Development Components, shall be considered by the Planning and Zoning Commission and City Council in the manner described below:

(a) Conceptual Plan. The Conceptual Plan shall be considered for approval by the City Council along with a Development Plan to establish the PD district, with a recommendation from the Planning and Zoning Commission. In certain cases, following a thorough analysis of the submittal, the Director may recommend to the Planning and Zoning Commission that the project proceed directly to Detailed Site Plan for initial PD establishment. In such instance, the applicant shall submit both a Conceptual Plan and Detailed Site Plan, along with a Development Plan, to the Planning and Zoning Commission for consideration and recommendation to the City Council.

(b) Detailed Site Plan. The Detailed Site Plan shall be considered for approval either by the Planning and Zoning Commission for a PD District initially established with a Conceptual Plan, or by the City Council if submitted for initial PD establishment, provided that the Detailed Site Plan accounts for the entire project site. In the instance that a Detailed Site Plan is submitted for initial PD establishment, the Planning and Zoning Commission shall make a recommendation on the Detailed Site Plan and Development Plan. If changes are proposed to a Development Plan that was initially established with a Conceptual Plan, the Planning and Zoning Commission is granted authority to consider approval of the changes for consistency with the objectives in the original PD district approval or defer the changes to the City Council with a recommendation.

(c) Development Plan. The Development Plan shall be considered for approval by the Planning and Zoning Commission and City Council accompanied by either a Conceptual Plan or Detailed Site Plan, as established in this section.

(8) Development within a Planned Development District.

(a) An approved PD district shall regulate the use and development of property within the district boundaries per the Development Plan. All building permits and development requests shall be in accordance with the plan until and unless it is amended by the City Council.

(b) The PD district shall not modify the procedures of the application or approval process for development or building within the PD district. Such processes shall follow and adhere to the normal procedures and requirements established by these regulations.

(9) Modifications and Amendments to PD Districts. Revisions or modifications to adopted regulating documents of a PD district shall be as follows:

(a) Development Plans. Major Modifications, as defined in subsection (d), to an approved Conceptual Plan shall be considered for approval by City Council following recommendation of the Planning and Zoning Commission. All other modifications shall be approved by the Planning Zoning Commission at the time of Detailed Site Plan or subsequent requests following approval.

(b) Conceptual Plans. Major Modifications, as defined in subsection (d), to an approved Conceptual Plan shall be considered for approval by City Council following recommendation of the Planning and Zoning Commission. All other modifications shall be approved by the Planning Zoning Commission at the time of Detailed Site Plan or subsequent requests following approval.

(c) Detailed Site Plan. All modifications to an approved Detailed Site Plan shall be approved by the Planning and Zoning Commission.

(d) Major Modifications. A major modification is described as a change that increases the number of dwelling units/lots, building heights, or lot coverages; change to primary street connection location; reduction in parkland or open space (without corresponding reduction in dwelling units), and other changes deemed by the Director to be substantially different than the vision and principles established in the approved PD Development Plan. Areas and alignments shown on the Conceptual Plan may be adjusted and refined at the time of Detailed Site Plan but shall generally represent the vision that was approved upon establishment.

(10) Expiration of Approved PD District.

A Detailed Site Plan shall be submitted for approval within two (2) years from the approval of the Conceptual Plan for a minimum of 20 percent of the project area. If a Detailed Site Plan is not submitted within two (2) years or no progress toward completion of the project is made in a five-year period, then the previous approval of the Concept Plan and the Development Plan shall expire. Upon expiration, the land within the boundaries of the PD shall automatically revert to the zoning district in place prior to approval of the PD district. The City Council may elect to extend approval periods of a PD with justification as to why the plans should remain in place.

(11) Revocation of Approved Planned Development Districts.

The property owner may request to abandon a PD and nullify an approved PD district by making an application for rezoning to an alternate zoning district. If the City determines that the project fails or ceases to comply with the applicable standards, criteria, or conditions of the PD district ordinance, the City Council may initiate a revocation by rezoning the property to the zoning district prior to the PD district, or another district as may be appropriate.

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the General Zoning Ordinance of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or relettered to accomplish such intention.

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

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

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

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 19.

Meeting Date: 02/19/2019

Prepared By: Patsy Reeves, Developmental Services Coordinator

Scott Shadden, Director Developmental Services

Issue:

OTHER BUSINESS

Review Draft Planned Development Ordinance

List of Agenda Items:

At the November 20, 2018, Planning and Zoning Commission Meeting, a subcommittee was appointed to meet and hear a presentation and create a draft ordinance to present to the Planning and Zoning Commission and make recommendations to the City Council to adopt a planned Development ordinance which would be for large mixed use developments. Chairman Mahone appointed: Clay Mahone, Eric Elliott and Shawn Davis.

The Committee met January 22, 2019 to review the draft ordinance.

Planned Development Ordinance

Creating a new ordinance intended to facilitate the planning, design and development on large tracts that cannot be adequately accommodated in other zoning districts. Greater flexibility and creativity to encourage design plans unique to individual projects.

Minimum Qualifications:

- Minimum Size - 200 acres
- Mix of Land Uses – 2 housing types (single-family, attached housing/townhouse or multi-family)
- Retail, office, business/employment
- Public Destination – large park, public plaza, town center, school/library or similar community gathering place.

Development Criteria:

- Consistent with the Comprehensive Plan
- Enhanced Project Design – Exceed minimum regulatory standards, Compatible with surrounding neighborhoods relative to architectural design, scale, building height, historical character and orientation of buildings.
- Land uses, buildings, streets, open space, pedestrian circulation and landscape should be arranged to produce an orderly and creative layout.
- Streets shall be designed with enhancements to the pedestrian realm including sidewalks and shared-use paths separated from vehicular movement with a vegetated parkway buffer and street trees.

- Residential and non-residential building design should have architectural elements such as masonry and finishes.
- Open spaces for use as community gathering places and recreational resources.
- Amenities such as trails, seating, shade and lighting.

Attachments

Draft Ordinance - Planned Development District

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **B.4.**

Meeting Date: 03/18/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6187
Amending Chapter 10 of the Code of Ordinances, entitled "Subdivision Regulation", Exhibit A, Subdivision Ordinance No. 2684, at Section 26, entitled "Modification of Design Requirements, Minimum Improvements and Subdivision Regulations"

Issue:

To consider amending Chapter 10, entitled "Subdivision Regulation", at Exhibit A, Section 26, entitled "Modification of Design Requirements, Minimum Improvements and Subdivision Regulations"

Background:

Halff Associates, Inc., a Professional Engineering Service, was consulted to design a draft ordinance for a Planned Development (PD) district. The planned development district is intended to facilitate the planning, design, and development of integrated land uses on large tracts of land that cannot be adequately accommodated in other zoning districts. A PD shall further the goals of the comprehensive plan, demonstrate enhanced and contextual design standards, present a well-organized and cohesive land plan, and contain clear and concise development regulations. This ordinance will modify the design requirements for a Planned Development.

Origination:

City Staff

Financial Consideration:

None

Staff Recommendation:

At the February 19, 2019 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Planned Development Ordinance be approved and forwarded to the City Council.

Alternatives:

As may be directed by the City Council

Attachments

Ordinance No. 6187
P&Z Communication

ORDINANCE NO. 6187

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 10 OF THE CODE OF ORDINANCES, ENTITLED "SUBDIVISION REGULATION", EXHIBIT A, SUBDIVISION ORDINANCE NO. 2684, AT SECTION 26, ENTITLED, "MODIFICATION OF DESIGN REQUIREMENTS, MINIMUM IMPROVEMENTS AND SUBDIVISION REGULATIONS"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 10 of the Code of Ordinances of the City of Sherman, entitled "Subdivision Regulation", be amended at Exhibit A, Subdivision Ordinance No. 2684, Section 26, which shall read as follows:

Sec. 26. Modification of design requirements, minimum improvements, and subdivision regulations.

(A) GENERAL:

These rules and regulations are the standard requirements of the City of Sherman. The planning commission may, when concurred in by the city council, authorize a variance from these regulations when, in its opinion, undue hardship will result from requiring strict compliance. In granting a variance, the commission shall prescribe only conditions that it deems necessary to or desirable in the public interest. In making the findings hereinbelow required, the commission shall take into account the nature of the proposed use of the land involved, existing uses of land in the vicinity, the number of persons who will reside or work in the proposed subdivision, and the probable effect of such variance upon traffic conditions and upon the public health, safety, convenience, and welfare in the vicinity. No variance shall be granted unless the commission finds:

(1) That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of his land.

(2) That the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant.

(3) That the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property in the area.

(4) That the granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this ordinance.

Such findings of the commission, together with the specific facts upon which such findings are based, shall be incorporated into the official minutes of the commission meeting at which such variance is granted. Variances may be granted only when in harmony with the general purpose and intent of this ordinance so that the public health, safety, or welfare may be secured and substantial justice done. Pecuniary hardship to the developer, standing alone, shall not be deemed to constitute undue hardship.

(B) SPECIFIC TYPES OF LAND SUBDIVISION:

For specific types of land subdivision the commission may modify the subdivision regulations, design requirements, and minimum improvements as set forth in this ordinance. The purpose of any modification to these regulations will be to allow diversification and flexibility in the relationship of various land uses and between buildings, structures and open space in planned building groups, while insuring substantial compliance to the overall land use density and other zoning and platting regulations; also to allow appropriate development of semirural subdivisions with regard to their geographical location within the extraterritorial limits of the City of Sherman.

Modification of these regulations may be made for the following types of subdivisions:

(1) Subdivisions planned under the provisions of the zoning ordinance for ~~"community unit development" or~~ "planned development", and which may include residential subdivisions involving the cluster, townhouse, or patio house concept for planning residential areas.

(2) Subdivisions identified by the nature of their semirural location and which conform to the following standards:

(a) The minimum street right-of-way width shall be seventy (70) feet or greater if required for proper drainage. Centered within the designated right-of-way shall be a paved street surface of thirty (30) feet in width, constructed in accordance with the city's paving standards. Surface drainage shall be handled by open ditch, channel or other approved methods rather than a standard curb and gutter section.

(b) The subdivision shall be served by an approved water supply and distribution system and an approved waste water disposal system which may be by municipal sewer, septic tank or separate treatment system facilities. If the water and sewer system are not connected to the city systems then the plans for these facilities shall be approved by the Texas State Department of Health and a permit secured from the Texas Water Quality Board prior to final approval of the final plat.

(c) The minimum area of each lot shall be one acre and each lot shall have adjacent to the rear lot line a dedicated alley or easement, either for present or future use.

(d) The proposed subdivision shall comply with the city master plan.

(e) To assure compliance with the land use plan for the city and its environs, each subdivision shall be accompanied by restrictions or covenants which are to be filed of record with the final plat.

(f) In cases where the semirural estate plan is not located within the corporate limits, then review of the subdivision plat shall be coordinated with Grayson County which shall approve the final plat prior to filing of record.

(g) Before an addition can be annexed into the city by request of the property owners or the developer, the streets and utilities shall meet all requirements of this ordinance pertaining to subdivisions developed within the city limits. If these streets and utilities are not in accordance with these standards then the property owners in the addition shall be responsible for the expense of improving these facilities to city standards.

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become 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 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

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

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

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 20.

Meeting Date: 02/19/2019

Prepared By: Patsy Reeves, Developmental Services Coordinator

Scott Shadden, Director Developmental Services

Issue:

OTHER BUSINESS

Review Amended Ordinances:

- College Park Overlay District Update
- Specific Use Permits Update
- Permit, Development and Registration Fees Update
- Screening Device (Fence) Update
- Preliminary Plat, Final Plat and Replatting Update
- Schedule of Fees, Charges and Expenses Update
- Subdivision Regulations, Modification of Design Requirements Update
- Minimum Improvements and Subdivision Regulation Update
- C-2 (General Commercial) District Update

List of Agenda Items:

At the November 20, 2018, Planning and Zoning Commission Meeting, a subcommittee was appointed to meet and hear a presentation and create a draft ordinance to present to the Planning and Zoning Commission and make recommendations to the City Council to adopt a planned use development ordinance which would be for large mixed use developments. Chairman Mahone appointed: Clay Mahone, Eric Elliott and Shawn Davis.

The Committee met January 22, 2019 to review and amend ordinances for zoning and subdivision regulations.

College Park Overlay District

Removes *front entry garages are prohibited on residential structures*.

Specific Use Permits

Removes liquor stores and pawnshops from requiring a Specific Use Permit per State Regulations

Permit, Development and Registration Fees

Creates the Planned Development Fees – Base fee: $10,000 plus $20 per acre.

Screening Device (Fence)
Allows a fence or enclosure wall extending closer than twenty-five (25) feet to a front line street *on the same side of street* shall not exceed a height of four (4) feet.

Preliminary Plat, Final Plat, and Replatting
Remove fees and provides link to the approved fee schedule.

Schedule of Fees, Charges and Expenses
Removes zoning request fees from this section and provides link to the fee schedule

Subdivision Regulations, Modification of Design Requirements, Minimum Improvements and Subdivision Regulations
Updates the Subdivision Ordinance for planned development.

C-2 (General Commercial) District
Adds pawns shops as a permitted use.

Attachments

College Park Overlay District Update
Specific Use Permit Update
Permit, Development and Registration Fees Update
Screening Device Update
Preliminaray Plat Update
Final Plat Update
Replatting Update
Schedule of Fees, Charges and Expenses Update
Subdivision Regulations, Modification of Design Requiements Update
C-2 General Commercial District Update

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **B.5.**

Meeting Date: 03/18/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6188
Amending Chapter 3 of the Code of Ordinances, entitled “Building Regulations", Article 3.14, entitled “Permit, Development and Registration Fees", at Section 3.14.009, entitled “Zoning Request Fees”

Issue:

To amend zoning request fees to include fees for a Planned Development District

Background:

Halff Associates, Inc., a Professional Engineering Service, was consulted to design a draft ordinance for a Planned Development (PD) district. The planned development district is intended to facilitate the planning, design, and development of integrated land uses on large tracts of land that cannot be adequately accommodated in other zoning districts. A PD shall further the goals of the comprehensive plan, demonstrate enhanced and contextual design standards, present a well-organized and cohesive land plan, and contain clear and concise development regulations.

This proposed ordinance shall establish a schedule of fees, charges and expenses, and a collection procedure for building permits, amendment applications, appeals and other matters pertaining to the Planned Development Ordinance.

Origination:

City Staff

Financial Consideration:

None

Staff Recommendation:

At the February 19, 2019 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Planned Development Ordinance be approved and forwarded to the City Council.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 6188
P&Z Communication

ORDINANCE NO. 6188

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES, ENTITLED "BUILDING REGULATIONS", ARTICLE 3.14, ENTITLED "PERMIT, DEVELOPMENT AND REGISTRATION FEES", AT SECTION 3.14.009, ENTITLED "ZONING REQUEST FEES"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 3, Article 3.14 of the Code of Ordinances of the City of Sherman, Texas, entitled "Permit, Development and Registration Fees", Section 3.14.009, entitled "Zoning Request Fees" be amended to read as follows:

Sec. 3.14.009 Zoning request fees

Temporary use permit	$140.00
Repeat temporary use permit (same address, same owner)	$35.00
Exception or variance	$210.00
Specific use permit	$420.00
Zone change	$420.00
Planned Development (Base Fee + per acre)	*$10,000 + $20 per ac.*
Plats:	
Preliminary and final plats	$350.00
Replat	$140.00
Site plan	$140.00

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become 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 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

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

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

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 20.

Meeting Date: 02/19/2019

Prepared By: Patsy Reeves, Developmental Services Coordinator

Scott Shadden, Director Developmental Services

Issue:

OTHER BUSINESS

Review Amended Ordinances:

- College Park Overlay District Update
- Specific Use Permits Update
- Permit, Development and Registration Fees Update
- Screening Device (Fence) Update
- Preliminary Plat, Final Plat and Replatting Update
- Schedule of Fees, Charges and Expenses Update
- Subdivision Regulations, Modification of Design Requirements Update
- Minimum Improvements and Subdivision Regulation Update
- C-2 (General Commercial) District Update

List of Agenda Items:

At the November 20, 2018, Planning and Zoning Commission Meeting, a subcommittee was appointed to meet and hear a presentation and create a draft ordinance to present to the Planning and Zoning Commission and make recommendations to the City Council to adopt a planned use development ordinance which would be for large mixed use developments. Chairman Mahone appointed: Clay Mahone, Eric Elliott and Shawn Davis.

The Committee met January 22, 2019 to review and amend ordinances for zoning and subdivision regulations.

College Park Overlay District

Removes *front entry garages are prohibited on residential structures*.

Specific Use Permits

Removes liquor stores and pawnshops from requiring a Specific Use Permit per State Regulations

Permit, Development and Registration Fees

Creates the Planned Development Fees – Base fee: $10,000 plus $20 per acre.

Screening Device (Fence)
Allows a fence or enclosure wall extending closer than twenty-five (25) feet to a front line street *on the same side of street* shall not exceed a height of four (4) feet.

Preliminary Plat, Final Plat, and Replatting
Remove fees and provides link to the approved fee schedule.

Schedule of Fees, Charges and Expenses
Removes zoning request fees from this section and provides link to the fee schedule

Subdivision Regulations, Modification of Design Requirements, Minimum Improvements and Subdivision Regulations
Updates the Subdivision Ordinance for planned development.

C-2 (General Commercial) District
Adds pawns shops as a permitted use.

Attachments

College Park Overlay District Update
Specific Use Permit Update
Permit, Development and Registration Fees Update
Screening Device Update
Preliminaray Plat Update
Final Plat Update
Replatting Update
Schedule of Fees, Charges and Expenses Update
Subdivision Regulations, Modification of Design Requiements Update
C-2 General Commercial District Update

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **B.6.**

Meeting Date: 03/18/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6189

Amending Chapter 14 of the Code of Ordinances, entitled "Zoning Ordinance", Exhibit A, General Zoning Ordinance No. 2280, at Section 11, entitled “Schedule of Fees, Charges, and Expenses"

Issue:

To amend the General Zoning Ordinance at Section 11, "Schedule of Fees, Charges and Expenses"

Background:

Over the years, fees have changed for zoning requests, but the ordinances were not updated to reflect those changes. This will remove the fees from the ordinance and refer the fees to the approved fee schedule.

Origination:

City Staff

Financial Consideration:

None

Staff Recommendation:

At the February 19, 2019 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the ordinance be approved and forwarded to the City Council.

Alternatives:

As directed by the City Council.

Attachments

Ordinance No. 6189

P&Z Communication

ORDINANCE NO. 6189

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES, ENTITLED "ZONING ORDINANCE", EXHIBIT A, GENERAL ZONING ORDINANCE NO. 2280, AT SECTION 11, ENTITLED "SCHEDULE OF FEES, CHARGES AND EXPENSES"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 14, Exhibit A, Section 11 of the General Zoning Ordinance No. 2280 of the City of Sherman, Texas, be and is hereby amended so that such section shall read as follows:

Sec. 11. Schedule of fees, charges and expenses.

(1) The city council shall establish a schedule of fees, charges and expenses, and a collection procedure for building permits, amendment applications, appeals and other matters pertaining to this ordinance. The schedule of fees shall be listed in the ordinance or posted in the office of the building official and may be altered or amended on [only] by the city council.

(2) No permit, amendment, special exception or variance shall be issued unless or until such costs, charges, fees or expenses have been paid in full, nor shall any action be taken or public hearing be held unless or until preliminary charges and fees have been paid in full. ~~as follows:~~

(Chapter 3, Article 3.14, Permit, Development and Registration Fees)

~~Schedule of Fees~~

~~Request for:~~	
~~Temporary use permit:~~	
~~1st year~~	~~$100.00~~
~~Each succeeding year~~	~~25.00~~
~~Exception or variance~~	~~150.00~~
~~Specific use permit~~	~~300.00~~
~~Zone change~~	~~300.00~~

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become 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 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

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

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

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 20.

Meeting Date: 02/19/2019

Prepared By: Patsy Reeves, Developmental Services Coordinator

Scott Shadden, Director Developmental Services

Issue:

OTHER BUSINESS

Review Amended Ordinances:

- College Park Overlay District Update
- Specific Use Permits Update
- Permit, Development and Registration Fees Update
- Screening Device (Fence) Update
- Preliminary Plat, Final Plat and Replatting Update
- Schedule of Fees, Charges and Expenses Update
- Subdivision Regulations, Modification of Design Requirements Update
- Minimum Improvements and Subdivision Regulation Update
- C-2 (General Commercial) District Update

List of Agenda Items:

At the November 20, 2018, Planning and Zoning Commission Meeting, a subcommittee was appointed to meet and hear a presentation and create a draft ordinance to present to the Planning and Zoning Commission and make recommendations to the City Council to adopt a planned use development ordinance which would be for large mixed use developments. Chairman Mahone appointed: Clay Mahone, Eric Elliott and Shawn Davis.

The Committee met January 22, 2019 to review and amend ordinances for zoning and subdivision regulations.

College Park Overlay District

Removes *front entry garages are prohibited on residential structures*.

Specific Use Permits

Removes liquor stores and pawnshops from requiring a Specific Use Permit per State Regulations

Permit, Development and Registration Fees

Creates the Planned Development Fees – Base fee: $10,000 plus $20 per acre.

Screening Device (Fence)
Allows a fence or enclosure wall extending closer than twenty-five (25) feet to a front line street *on the same side of street* shall not exceed a height of four (4) feet.

Preliminary Plat, Final Plat, and Replatting
Remove fees and provides link to the approved fee schedule.

Schedule of Fees, Charges and Expenses
Removes zoning request fees from this section and provides link to the fee schedule

Subdivision Regulations, Modification of Design Requirements, Minimum Improvements and Subdivision Regulations
Updates the Subdivision Ordinance for planned development.

C-2 (General Commercial) District
Adds pawns shops as a permitted use.

Attachments

College Park Overlay District Update
Specific Use Permit Update
Permit, Development and Registration Fees Update
Screening Device Update
Preliminaray Plat Update
Final Plat Update
Replatting Update
Schedule of Fees, Charges and Expenses Update
Subdivision Regulations, Modification of Design Requiements Update
C-2 General Commercial District Update

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **B.7.**

Meeting Date: 03/18/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6190
Amending Chapter 10 of the Code of Ordinances, entitled "Subdivision Regulation", Exhibit A, Subdivision Ordinance No. 2684, at Section 5, entitled "Preliminary Plat"

Issue:

To consider amending Chapter 10, entitled "Subdivision Regulation", at Exhibit A, Section 5, entitled "Preliminary Plat"

Background:

Over the years, fees have changed for preliminary plats, final plats and replats, but the ordinances were not updated to reflect those changes. This will remove the fees from the ordinance and refer the fees to the approved fee schedule.

Origination:

City Staff

Financial Consideration:

None

Staff Recommendation:

At the February 19, 2019 regular meeting, the Planning and Zoning Commission voted 7/0 to forward the ordinance to the City Council for hold a public hearing to consider its adoption.

Alternatives:

As may be directed by the City Council

Attachments

Ordinance No. 6190

P&Z Communication

ORDINANCE NO. 6190

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 10 OF THE CODE OF ORDINANCES, ENTITLED "SUBDIVISION REGULATION", EXHIBIT A, SUBDIVISION ORDINANCE NO. 2684, AT SECTION 5, ENTITLED "PRELIMINARY PLAT"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 10 of the Code of Ordinances of the City of Sherman, entitled "Subdivision Regulation", be amended at Exhibit A, Subdivision Ordinance No. 2684, Section 5, which shall read as follows:

Sec. 5. Preliminary plat.

(A) Procedure for conditional approval of preliminary plat:

(1) On reaching conclusions as recommended in section 4, the developer shall have prepared a preliminary plat of the proposed subdivision for submission to the planning commission.

(2) ~~Four copies~~ *Copies* of the preliminary plat as described in paragraph (B) shall be submitted to the planning commission through the city manager's office at least fifteen (15) days prior to the commission meeting at which the plat is to be considered. The plat shall be transmitted by letter, which shall include a formal request for consideration by the commission.

(3) A fee *set by the approved fee schedule* ~~of two hundred fifty dollars ($250.00)~~ per plat~~,~~ shall be collected by the department of developmental services when a preliminary plat is submitted to the city for approval. The plat will not be reviewed or considered in any respect until such fee has been collected.

(B) Form and content of preliminary plat:

The plat shall be drawn to a scale of one inch equals one hundred feet on paper measuring twenty-four (24) inches by thirty-six (36) inches. It shall show or be accompanied by this information:

(1) The name of the owner and developer.

(2) The name and seal of the licensed state land surveyor or registered public surveyor responsible for the survey and preparation of the plat.

(3) The title or name of the subdivision, which must not be so similar to that of an existing subdivision as to cause confusion.

(4) North point, date, scale.

(5) The location, name, and width of all existing and dedicated streets, alleys, and easements within or adjacent to the proposed subdivision, or within a distance of two hundred (200) feet of the proposed subdivision.

If there are no adjacent existing or dedicated streets and alleys within two hundred (200) feet of the proposed subdivision on any side, then a map on a smaller scale showing the outline and ownership of adjacent properties, locations of the nearest subdivisions, and existing or dedicated streets and alleys must accompany the preliminary plat.

(6) All physical features of the property to be subdivided, including location and size of all watercourses, ravines, bridges, culverts, existing structures, drainage area in acres draining into the subdivision, and other features pertinent to the subdivision. This information shall be shown on the contour map.

(7) The location, size, type and approximate depth of all existing utilities shall be shown. Invert elevations of all existing sewer lines and drainage structures shall be shown.

(8) The preliminary plat shall be submitted on a contour map with all elevations referenced to city datum. The contours shall be shown at intervals of not more than five (5) feet for terrain with an average slope of two percent (2%) or more, and at an interval of two (2) feet for terrain with slope less than two percent (2%).

(9) The plat shall show the actual boundary survey; however, the layout of the proposed subdivision lots, blocks and streets may be scaled dimensions. The acreage to be subdivided shall be shown.

(10) The proposed plan for the subdivision shall be shown, including all proposed streets and their names, alleys, easements, blocks, lots, building lines, etc., with principal dimensions. The width of rights-of-way for streets and alleys and the proposed pavement width shall be shown.

(11) The proposed plan for all water, sanitary sewer and drainage utilities shall be shown, using different colors for each utility.

(12) A designation of the proposed uses of land within the subdivision and any zoning amendments requested shall be shown.

(13) If the proposed subdivision is a portion of a tract which is later to be subdivided in its entirety, then a tentative master plat of the entire subdivision shall be submitted with the preliminary plat of the portion first to be subdivided. The master plat shall conform in all respects to the requirements of the preliminary plat, except it may be on a scale of not more than one inch to four hundred (400) feet.

(14) The following notice shall be placed on the preliminary plat:

"Preliminary Plat, for Inspection Purposes Only. In No Way Official or Approved for Record Purposes."

(15) The following certificate shall be placed on the preliminary plat:

_____	_____
Chairman, City of Sherman Planning and Zoning Commission	Date

(C) Processing of preliminary plat:

(1) The city engineer shall check the preliminary plat as to its conformity with the master plan, thoroughfare street plan, land use plan, zoning districts, and the standards and specifications set forth or referred to herein.

(2) Pertinent copies of the preliminary plat data shall be submitted to the director of utilities and engineering, who shall check the same for conformity with the standards and specifications contained or referred to herein.

(3) The city engineer and the director of utilities and engineering shall transmit the preliminary plat data to the commission with their suggestions as to modifications, additions, or alterations of such plat data. This shall be transmitted to the commission in writing.

(4) Within thirty (30) days after the preliminary plat is formally filed, the commission shall approve or disapprove such plat, or conditionally approve it with modifications. The commission shall inform the developer in writing of the action taken.

(5) The commission's conditional approval of a preliminary plat shall be deemed as an expression of approval of the layout submitted on the preliminary plat as a guide to the installation of streets, water, sewer, and other required improvements and utilities, and to the preparation of the final plat. Conditional approval of a preliminary plat shall not constitute automatic approval of the final plat.

(6) Conditional approval of a preliminary plat shall be effective for a period of twelve (12) months unless reviewed by the commission in the light of new or significant information which would necessitate a revision of the preliminary plat. If the

commission should deem changes in a preliminary plat as necessary, it shall so inform the developer in writing.

(7) If no development has occurred which would affect the proposed plat, after twelve (12) months of effective approval the commission may, upon the formal application of the developer, extend the approval twelve (12) additional months.

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become 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 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

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

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

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 20.

Meeting Date: 02/19/2019

Prepared By: Patsy Reeves, Developmental Services Coordinator

Scott Shadden, Director Developmental Services

Issue:

OTHER BUSINESS

Review Amended Ordinances:

- College Park Overlay District Update
- Specific Use Permits Update
- Permit, Development and Registration Fees Update
- Screening Device (Fence) Update
- Preliminary Plat, Final Plat and Replatting Update
- Schedule of Fees, Charges and Expenses Update
- Subdivision Regulations, Modification of Design Requirements Update
- Minimum Improvements and Subdivision Regulation Update
- C-2 (General Commercial) District Update

List of Agenda Items:

At the November 20, 2018, Planning and Zoning Commission Meeting, a subcommittee was appointed to meet and hear a presentation and create a draft ordinance to present to the Planning and Zoning Commission and make recommendations to the City Council to adopt a planned use development ordinance which would be for large mixed use developments. Chairman Mahone appointed: Clay Mahone, Eric Elliott and Shawn Davis.

The Committee met January 22, 2019 to review and amend ordinances for zoning and subdivision regulations.

College Park Overlay District

Removes *front entry garages are prohibited on residential structures*.

Specific Use Permits

Removes liquor stores and pawnshops from requiring a Specific Use Permit per State Regulations

Permit, Development and Registration Fees

Creates the Planned Development Fees – Base fee: $10,000 plus $20 per acre.

Screening Device (Fence)
Allows a fence or enclosure wall extending closer than twenty-five (25) feet to a front line street *on the same side of street* shall not exceed a height of four (4) feet.

Preliminary Plat, Final Plat, and Replatting
Remove fees and provides link to the approved fee schedule.

Schedule of Fees, Charges and Expenses
Removes zoning request fees from this section and provides link to the fee schedule

Subdivision Regulations, Modification of Design Requirements, Minimum Improvements and Subdivision Regulations
Updates the Subdivision Ordinance for planned development.

C-2 (General Commercial) District
Adds pawns shops as a permitted use.

Attachments

College Park Overlay District Update
Specific Use Permit Update
Permit, Development and Registration Fees Update
Screening Device Update
Preliminaray Plat Update
Final Plat Update
Replatting Update
Schedule of Fees, Charges and Expenses Update
Subdivision Regulations, Modification of Design Requiements Update
C-2 General Commercial District Update

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **B.8.**

Meeting Date: 03/18/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6191
Amending Chapter 10 of the Code of Ordinances, entitled "Subdivision Regulation", Exhibit A, Subdivision Ordinance No. 2684, at Section 6, entitled "Final Plat"

Issue:

To consider amending Chapter 10, entitled "Subdivision Regulation", at Exhibit A, Section 6, entitled "Final Plat"

Background:

Over the years, fees have changed for preliminary plats, final plats and replats, but the ordinances were not updated to reflect those changes. This will remove the fees from the ordinance and refer the fees to the approved fee schedule.

Origination:

City Staff

Financial Consideration:

None

Staff Recommendation:

At the February 19, 2019 regular meeting, the Planning and Zoning Board voted 7/0 to forward the ordinance to the City Council for a public hearing and consider adoption.

Alternatives:

As may be directed by the City Council

Attachments

Ordinance No. 6191

P&Z Communication

ORDINANCE NO. 6191

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 10 OF THE CODE OF ORDINANCES, ENTITLED "SUBDIVISION REGULATION", EXHIBIT A, SUBDIVISION ORDINANCE NO. 2684, AT SECTION 6, ENTITLED "FINAL PLAT"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 10 of the Code of Ordinances of the City of Sherman, entitled "Subdivision Regulation", be amended at Exhibit A, Subdivision Ordinance No. 2684, Section 6, which shall read as follows:

Sec. 6. Final plat.

(A) Procedure for approval of final plat:

(1) The submission of a preliminary plat and its conditional approval by the commission shall be a condition precedent to the preparation of a final plat.

(2) All changes, alterations and modifications required on the preliminary plat shall be incorporated into the final plat.

(3) The final plat may constitute only that portion of the approved preliminary plat which the developer proposed to record and develop at that time, provided that such portion conforms to all requirements of these conditions.

(4) The final plat ~~and four (4) prints thereof~~ shall be submitted to the commission through the city manager's office at least fifteen (15) days prior to the commission meeting at which the final plat is to be considered. The plat shall be transmitted by letter, which shall include a formal request for consideration by the commission.

(5) A fee *set by the approved fee schedule* ~~of two hundred fifty dollars ($250.00)~~ shall be collected by the department of developmental services when a final plat is submitted to the city for approval. The plat will not be reviewed or considered in any respect until such fee has been collected.

(6) Proposed subdivisions adjacent to the limits of Sherman that are located outside the corporate limits shall be annexed into the city prior to accepting dedication of streets, alleys and easements, and approval of the final plat by the city council.

(7) The final plat shall be accompanied by a letter from the electric, gas and phone companies stating that all easements are satisfactory for the installation and maintenance of their respective utilities. The letter shall be accompanied by a print of the final plat showing the proposed utility plans.

(B) Form and content of final plat:

The final plat shall be *printed on* ~~drawn in India ink on linen tracing cloth or~~ mylar film measuring twenty-four (24) inches by thirty-six (36) inches. The scale shall be one inch equals one hundred (100) feet *maximum*. The original ~~and four (4) prints~~ shall be submitted to the commission. The drawing shall be neat, legible and suitable for filing for record in the office of the county clerk of Grayson County. Patching and pasting of paper or other attachments is not acceptable. Allowance shall be made for a one-half (1/2) inch border at the top, bottom and right edges of the sheets, and a one and one-half (1 1/2) inch border at the left edge of the tracing sheets.

When more than one sheet is used for a plat, a key map showing the entire subdivision on a smaller scale shall be shown on the first sheet.

The plat shall show or be accompanied by this information:

(1) The name of the owner and developer.

(2) The name of the licensed state land surveyor or registered public surveyor making the survey and preparing the plat.

(3) The name of the proposed subdivision and adjacent subdivisions.

(4) The name of all streets.

(5) The numbers of lots and blocks, in accordance with a systematic arrangement.

(6) North point, date, scale and acreage being subdivided.

(7) An accurate boundary survey of the property, with bearings and distances referenced to survey lines and established subdivisions, with complete and accurate field notes of said boundaries. The lines, with dimensions, of all adjacent land, streets, alleys and easements in adjacent subdivisions shall be shown in dashed lines.

(8) Location of proposed lots, streets, alleys, easements, building setback lines (both front and side streets) and other features shall be shown with dimensions.

(9) All necessary dimensions, including linear, angular and curvilinear, and other surveying information necessary to reproduce the plat on the ground shall be shown. The linear and curvilinear dimensions shall be shown in feet and decimals of a foot. The angular dimensions shall be shown by true bearings in degrees, minutes and seconds. The length of all straight lines, deflection angles, radii, tangents, central angles of curves, and the chords and arcs of curves shall be shown. All curve information shall be shown for the center line of the street based on arc definitions. Dimensions shall be shown from all angle points and points of curve of lot lines. All lots on curves shall be shown with curve length dimensions based on arc definitions.

(10) All survey monuments shall be shown on the plat.

(11) Certification that all taxes and fees have been paid.

(12) Certification by the surveyor who made the survey and prepared the plat shall be placed on the plat as follows:

KNOW ALL MEN BY THESE PRESENTS:

THAT I, _____, 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.

Signature: _____

Date: _____

The surveyor shall affix his seal on the plat adjacent to the certification.

(13) Certificate of approval by the city planning and zoning commission: (To be placed on the plat in a manner that will permit the completion of the certificate by filling in the blank spaces.)

Approved this _____ day of _____, ~~19~~ *20*_____, by the City Planning and Zoning Commission of the City of Sherman, Texas.

_____

Chairman Secretary

(14) Certificate of acceptance by the city council: (To be placed on the plat in a manner that will permit the completion of the certificate by filling in the blank spaces.)

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 final plat of _____ Subdivision or Addition to the City of Sherman was submitted to the City Council on the _____ day of_____, ~~19~~ *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. ~~19~~ *20*___.

_____

City Clerk, City of Sherman, Texas

(15) Owner's certificate of dedication:

The certificate of dedication shall be executed by all persons, firms, or corporations owning an interest in the property subdivided and platted, and shall be acknowledged in the manner prescribed by the laws of the State of Texas for conveyance of real property. The wives of all married men executing such certificate of dedication shall join their husbands therein, unless satisfactory proof be provided showing that the property to be subdivided does not constitute any portion of such party's homestead, in which case the instrument of dedication shall state the fact that the property subdivided and platted does not constitute a part of such party's homestead. In the case of lienholders, they may execute a subordination agreement, subordinating their liens to all public streets, alleys, and any other public areas shown on the plat of such subdivision as being set aside for public uses and purposes. The certificate of dedication shall, in addition to the above requirements, contain the following:

(a) An accurate description of the tract of land subdivided.

(b) A statement and express representation that the parties joining in such certificate of dedication are the sole owners of such tract of land.

(c) An express dedication to the public for public use forever, of the streets, alleys, rights-of-way, parks, school sites, and other public places shown on the attached final plat.

(d) Where lots are platted with direct access to interior lots of a subdivision, a statement shall be placed upon the plat prohibiting access to boundary streets. If deed restrictions are filed for the subdivision, the same notation should be included.

(C) Processing of final plat:

[**Editor's note**–The designation (C) was inserted by the editors for (B) as enacted, to eliminate duplication of designations.]

(1) The city engineer shall check the final plat for conformity with the requirements of this ordinance and transmit his recommendations to the commission in writing.

(2) Within thirty (30) days after the final plat is formally filed, the commission shall approve or disapprove the plat.

(3) After approval of the final plat by the commission the developer shall transmit the plat to the city council in writing and request that formal action be taken regarding the approval or disapproval of the plat. The city council shall at its next regularly scheduled meeting consider the final plat and accept or reject by formal action the plat and the dedication of all public property therein set forth. If the plat is disapproved, the council shall within ten (10) days give written notice to the developer, stating the reasons for disapproval.

(4) After acceptance of the final plat by the city council, the city clerk shall within ten (10) days cause such plat to be recorded in the deed records of Grayson County, Texas.

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become 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 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

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

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

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 20.

Meeting Date: 02/19/2019

Prepared By: Patsy Reeves, Developmental Services Coordinator

Scott Shadden, Director Developmental Services

Issue:

OTHER BUSINESS

Review Amended Ordinances:

- College Park Overlay District Update
- Specific Use Permits Update
- Permit, Development and Registration Fees Update
- Screening Device (Fence) Update
- Preliminary Plat, Final Plat and Replatting Update
- Schedule of Fees, Charges and Expenses Update
- Subdivision Regulations, Modification of Design Requirements Update
- Minimum Improvements and Subdivision Regulation Update
- C-2 (General Commercial) District Update

List of Agenda Items:

At the November 20, 2018, Planning and Zoning Commission Meeting, a subcommittee was appointed to meet and hear a presentation and create a draft ordinance to present to the Planning and Zoning Commission and make recommendations to the City Council to adopt a planned use development ordinance which would be for large mixed use developments. Chairman Mahone appointed: Clay Mahone, Eric Elliott and Shawn Davis.

The Committee met January 22, 2019 to review and amend ordinances for zoning and subdivision regulations.

College Park Overlay District

Removes *front entry garages are prohibited on residential structures*.

Specific Use Permits

Removes liquor stores and pawnshops from requiring a Specific Use Permit per State Regulations

Permit, Development and Registration Fees

Creates the Planned Development Fees – Base fee: $10,000 plus $20 per acre.

Screening Device (Fence)
Allows a fence or enclosure wall extending closer than twenty-five (25) feet to a front line street *on the same side of street* shall not exceed a height of four (4) feet.

Preliminary Plat, Final Plat, and Replatting
Remove fees and provides link to the approved fee schedule.

Schedule of Fees, Charges and Expenses
Removes zoning request fees from this section and provides link to the fee schedule

Subdivision Regulations, Modification of Design Requirements, Minimum Improvements and Subdivision Regulations
Updates the Subdivision Ordinance for planned development.

C-2 (General Commercial) District
Adds pawns shops as a permitted use.

Attachments

College Park Overlay District Update
Specific Use Permit Update
Permit, Development and Registration Fees Update
Screening Device Update
Preliminaray Plat Update
Final Plat Update
Replatting Update
Schedule of Fees, Charges and Expenses Update
Subdivision Regulations, Modification of Design Requiements Update
C-2 General Commercial District Update

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **B.9.**

Meeting Date: 03/18/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6192
Amending Chapter 10 of the Code of Ordinances, entitled "Subdivision Regulation", Exhibit A, Subdivision Ordinance No. 2684, at Section 8, entitled "Replatting"

Issue:

To consider amending Chapter 10, entitled "Subdivision Regulation", at Exhibit A, Section 8, entitled "Replatting"

Background:

Over the years, fees have changed for preliminary plats, final plats and replats, but the ordinances were not updated to reflect those changes. This will remove the fees from the ordinance and refer the fees to the approved fee schedule.

Origination:

City Staff

Financial Consideration:

None

Staff Recommendation:

At the February 19, 2019 regular meeting, the Planning and Zoning Board voted 7/0 to forward the ordinance to the City Council for a public hearing and consider adoption.

Alternatives:

As may be directed by the City Council

Attachments

Ordinance No. 6192

P&Z Communication

ORDINANCE NO. 6192

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 10 OF THE CODE OF ORDINANCES, ENTITLED "SUBDIVISION REGULATION", EXHIBIT A, SUBDIVISION ORDINANCE NO. 2684, AT SECTION 8, ENTITLED "REPLATTING"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 10 of the Code of Ordinances of the City of Sherman, entitled "Subdivision Regulation", be amended at Exhibit A, Subdivision Ordinance No. 2684, Section 8, which shall read as follows:

Sec. 8. Replatting.

Property which has been previously dedicated by plat shall not be replatted except in accordance with Vernon's Annotated Civil Statutes, Article 974a, Section 5, or as thereafter amended.

A fee *set by the approved fee schedule* ~~of one hundred dollars ($100.00)~~ per replat shall be collected for each replat that does not require a preliminary plat. If a preliminary plat is required, the fee for the replat shall be the same as required for a preliminary plat. The replat will not be reviewed or considered in any respect until such fee has been collected.

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become 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 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

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

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

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 20.

Meeting Date: 02/19/2019

Prepared By: Patsy Reeves, Developmental Services Coordinator

Scott Shadden, Director Developmental Services

Issue:

OTHER BUSINESS

Review Amended Ordinances:

- College Park Overlay District Update
- Specific Use Permits Update
- Permit, Development and Registration Fees Update
- Screening Device (Fence) Update
- Preliminary Plat, Final Plat and Replatting Update
- Schedule of Fees, Charges and Expenses Update
- Subdivision Regulations, Modification of Design Requirements Update
- Minimum Improvements and Subdivision Regulation Update
- C-2 (General Commercial) District Update

List of Agenda Items:

At the November 20, 2018, Planning and Zoning Commission Meeting, a subcommittee was appointed to meet and hear a presentation and create a draft ordinance to present to the Planning and Zoning Commission and make recommendations to the City Council to adopt a planned use development ordinance which would be for large mixed use developments. Chairman Mahone appointed: Clay Mahone, Eric Elliott and Shawn Davis.

The Committee met January 22, 2019 to review and amend ordinances for zoning and subdivision regulations.

College Park Overlay District

Removes *front entry garages are prohibited on residential structures*.

Specific Use Permits

Removes liquor stores and pawnshops from requiring a Specific Use Permit per State Regulations

Permit, Development and Registration Fees

Creates the Planned Development Fees – Base fee: $10,000 plus $20 per acre.

Screening Device (Fence)
Allows a fence or enclosure wall extending closer than twenty-five (25) feet to a front line street *on the same side of street* shall not exceed a height of four (4) feet.

Preliminary Plat, Final Plat, and Replatting
Remove fees and provides link to the approved fee schedule.

Schedule of Fees, Charges and Expenses
Removes zoning request fees from this section and provides link to the fee schedule

Subdivision Regulations, Modification of Design Requirements, Minimum Improvements and Subdivision Regulations
Updates the Subdivision Ordinance for planned development.

C-2 (General Commercial) District
Adds pawns shops as a permitted use.

Attachments

College Park Overlay District Update
Specific Use Permit Update
Permit, Development and Registration Fees Update
Screening Device Update
Preliminaray Plat Update
Final Plat Update
Replatting Update
Schedule of Fees, Charges and Expenses Update
Subdivision Regulations, Modification of Design Requiements Update
C-2 General Commercial District Update

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **B.10.**

Meeting Date: 03/18/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6193

Amending Chapter 14 of the Code of Ordinances, entitled "Zoning Ordinance", Exhibit A, General Zoning Ordinance No. 2280, Section 6.8.3, entitled "College Park Overlay District", at Subsection (4)(f)

Issue:

To amend the College Park Overlay District by removing "front entry garages are prohibited on residential structures" in building design

Background:

The College Park Overlay District, at the request of Austin College, was created December 3, 2007 by Ordinance No. 5500. The ordinance contains minimum standards for new construction in the Austin College Community. The College Park Overlay District recognizes the special location, architectural character, and land-use mix of the college park neighborhood and establishes appropriate standards for uses within the district. The overlay district is designed to help protect the private property values and public investments in and near the college park neighborhood, to reduce conflicts between new construction and existing development in the existing neighborhood, and to preserve the area's special character. The district promotes mixing of land use to foster a livable community of residential, commercial, and cultural uses and encourages pedestrian access within the college park neighborhood and provides connectivity to adjacent neighborhoods and the Central Business District. The district also respects socioeconomic diversity by encouraging a variety of home styles and sizes that are sympathetic to the neighborhood's historical diversity of design and fosters a cooperative atmosphere in the college park neighborhood between the City of Sherman, Austin College, and private landowners to jointly realize the potential of the district.

It is important that the development of the College Park Area supports careful planning and foresight to achieve the greatest positive benefits for the city. The intent of the College Park Overlay District development area standards is to ensure that the development occurs in a manner which promotes safety while presenting an attractive appearance and assures compatible land uses according to consistent design guidelines.

Origination:

City Council

Financial Consideration:

None

Staff Recommendation:

At the February 19, 2019 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the College Park Overlay District Ordinance be approved and forwarded to the City Council.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 6193

P&Z Communication

Austin College Letter of Support dated March 12, 2019

ORDINANCE NO. 6193

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES, ENTITLED "ZONING ORDINANCE", EXHIBIT A, GENERAL ZONING ORDINANCE NO. 2280, SECTION 6.8.3, "COLLEGE PARK OVERLAY DISTRICT", AT SUBSECTION (4)(f); PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 14, Exhibit A, Section 6.8.3 of the General Zoning Ordinance No. 2280 of the City of Sherman, Texas, be and is hereby amended at Subsection (4)(f), so that such section shall read as follows:

Sec. 6.8.3. College Park Overlay District.

(1) Introduction.

(a) The College Park Overlay District, at the request of Austin College, contains minimum standards for new construction in the Austin College Community. The College Park Overlay District recognizes the special location, architectural character and land-use mix of the college park neighborhood and establishes appropriate standards for uses with the district. The overlay district is designed to help protect the private property values and public investments in and near the college park neighborhood, to reduce conflicts between new construction and existing development in the existing neighborhood, and to preserve the area's special character. The district promotes mixing of land use to foster a livable community of residential, commercial and cultural uses and encourages pedestrian access within the college park neighborhood and provides connectivity to adjacent neighborhoods and the Central Business District. The district also respects socioeconomic diversity by encouraging a variety of home styles and sizes that are sympathetic to the neighborhood's historical diversity of design and fosters a cooperative atmosphere in the college park neighborhood between the City of Sherman, Austin College and private landowners to jointly realize the potential of the district. The College Park Overlay District development standards will make the city a more desirable place to live and conduct business.

(b) It is important that the development of the College Park Area supports careful planning and foresight to achieve the greatest positive benefits for the city. The intent of the College Park Overlay District development area standards is to

ensure that the development occurs in a manner which promotes safety while presenting an attractive appearance and assures compatible land uses according to consistent design guidelines.

(2) Intent and purpose.

(a) Design elements. Regulation of land use patterns has traditionally been the major tool used to shape the urban environment. The particular use that takes place at a certain location affects the design and specific development of land uses. In many cases, a particular use can be incompatible and offensive to its neighbors and the city as a whole, or, if carefully and properly designed that same use can be an attractive and welcome activity. This emphasis on how uses are designed and developed is the focus of the College Park Overlay District development standards. The following design elements are addressed by the standards. A statement of intent accompanies each element, the planning and zoning commission may from time to time, when justified by certain circumstances or specific conditions, grant variances to these design elements.

(b) Building design. Design standards for buildings should ensure that the design, color, materials, and basis for proportion of structures within the College Park Overlay District development area are harmonious with the intent of the ordinance.

(c) Screening. Required screening should accomplish visual screening of the site, noise attenuation, and a barrier to vehicular traffic between nonresidential and residential uses, and serve as a psychological separation between uses which encourages the peace and repose of residents.

(d) Glare and illumination. Site lighting is to provide safety and security and enhance the architectural and natural features of the site. Glare and illumination standards should ensure that the mechanisms providing light do not negatively impact the appearance of the site and ensure that light is contained to the extent that adjacent areas are not detrimentally affected.

(3) Boundary areas.

(a) Area boundaries. College Park Overlay District development areas are those areas bounded as follows:

East: Harrison Street (from Pecan Street to Old Settlers Park)

North: Along the Railroad Tracks to the back of Old Settlers Park creating a natural boundary curving down to College Street.

West: Montgomery Street (from College to Pacific Street).

South: Pacific Street from Montgomery to Lee, south to Pecan, east on Pecan to Harrison Street.

(b) Compliance required. All property within the boundaries of the College Park Overlay District development areas shall adhere to the overlay district development standards.

(c) Action on application. Upon receipt of a request for building permit, zoning change or subdivision plat within the College Park Overlay District development area, the applicant will receive a copy of the overlay district development standards and counseling as to their applicability and the review process.

(4) Building design.

(a) General provisions. All buildings shall comply with the zoning ordinance, building code and related construction codes of the city.

(b) Exterior walls. On new construction, building materials must be specified and may be permitted when such materials are 60% masonry, hardy board or concrete fiber board and consistent with the intent of these standards. A complete set of elevation plans and schedule of wall and roof colors and finishes used on every freestanding building shall be submitted to the building official. (Not required for maintenance of or additions to existing nonconforming structures.)

(c) All new residential structures shall have a minimum 1,200 square foot living area, except patio homes authorized by a specific use permit.

(d) Carports are prohibited.

(e) Detached garages are permitted when architecturally designed to be compatible with historically significant and period style homes.

~~(f) Front entry garages are prohibited on residential structures.~~

(5) Screening, Privacy Fences.

(a) Screening of nonresidential uses from residential uses. Side yards, rear yards and service sides of nonresidential uses abutting residential uses shall be screened.

(b) Screening height. Screening height shall be a minimum of four (4) feet above the grade at the property line of abutting residential uses.

(A) In cases of extreme height differential, the following guidelines apply: Adjust screening height requirements or alter material requirement (e.g., including, but not limited to, the use of canopy-forming trees where the nonresidential use is at a much lower grade than the residential use).

(B) All landscaping shall be installed so as to avoid hazards.

(c) Materials and methods. The materials and methods used in screening under this section shall conform to the following:

(A) Masonry walls shall be defined as an exterior wall consisting of brick, stone, rock, marble or the built-up panels of these materials designed for exterior use.

(B) Earthen berms shall have a maximum side slope of 3:1 and shall be entirely vegetated with turf or ground cover.

(C) Evergreen shrubs of sufficient height when used alone, or in conjunction with other material, shall meet the minimum height requirements of this section.

(D) Privacy fences shall consist of wood or masonry fence material. Line fences used for screening within an 0-1 District shall not be less than four (4) feet in height; constructed of wood, stone, brick, concrete block or other suitable material customarily used in residential landscaping; installed in a neat and workmanlike manner; having a completely solid area with no openings; and permanently maintained. The screening device shall not exceed four (4) feet in height within twenty-five (25) feet of a front street right-of-way. Wire, chain link and corrugated fencing materials are not allowed.

(E) To meet requirements of this section, the developer may use a combination of any two (2) materials allowed in this section to meet minimum height requirements.

(6) Glare and illumination.

(a) Parking area lighting. Standards, poles and fixtures shall be of a single color, compatible with the architecture of the building. All lighting fixtures shall be restricted to down-lighting or cut-off types.

(b) Walkway lighting. Walkway lighting with standard pole, bollard and wall-mounted fixtures are allowed.

(c) Accent lighting. Floodlighting and spotlighting of architecture, graphics or natural features shall not create spillage of light onto adjacent properties.

(7) Signage.

(a) Maximum face area is 16 square foot.

(b) Maximum height is 4 foot.

(c) Off premise signs are prohibited

(8) Permitted and Specific Uses.

(a) Uses:

(A) No permitted or specific use in the College Park Overlay District may include drive-through facilities, gas pumps or canopies.

(B) Permitted Uses. Within the College Park Overlay District, the following uses are permitted in any zoning district.

(i) Residential & Educational:
Single family dwellings
Colleges and Universities

(C) Specific Uses. With the College Park Overlay District, the following uses are permitted as Specific Use Permits in residential zones under the provisions of this article. Limitations on the size of certain uses are as stated below:

(i) Neighborhood & Community Service.
Arts/cultural center or exhibit hall
Bed and breakfast/historic inn
Charitable/religious institutions
Community center/house
Dance studio
Health care hospitality
Health club/fitness center
Parks
Patio Homes
Place of worship
Preschool & Day care centers, small and large

(ii) Medical/General Offices:
General offices
Medical and dental offices/services
Medical and other records storage
Medical offices

(iii) Ancillary/Retail/Neighborhood Uses allowed only on the first floor and up to a maximum of 3500 square feet of gross floor area per use:

Food store/convenience store excluding the sale of gasoline
General retail
Pharmacy
Research and development facilities
Restaurant/bakery/cafe
Retail bank/ATMs
Scientific and medical research labs
Technical and medical equipment development and/or services

(9) Procedures and notice.

(a) The planning and zoning commission shall review the specific elements of site and building plans for all commercial development within the College Park Overlay District development area for compliance with these standards and shall make a determination of approval or disapproval of the site plan as submitted.

(b) The planning and zoning commission shall review all exceptions and requests for variations to the development standards to determine compliance with the intent of the standards or to determine the necessity and appropriateness of the required exception or variation.

(c) If the planning and zoning commission denies any site plan, the same application may not be filed for a period of six (6) months from the date of such denial.

(d) Any applicant aggrieved by a decision of the planning and zoning commission may appeal the commission's action to the city council by filing a request for appeal with the city clerk within ten (10) days of the commission's decision. Such appeal shall be heard at a time convenient to the city council and to its procedures and practices for the scheduling of business before the council.

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become 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 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

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

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

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 20.

Meeting Date: 02/19/2019

Prepared By: Patsy Reeves, Developmental Services Coordinator

Scott Shadden, Director Developmental Services

Issue:

OTHER BUSINESS

Review Amended Ordinances:

- College Park Overlay District Update
- Specific Use Permits Update
- Permit, Development and Registration Fees Update
- Screening Device (Fence) Update
- Preliminary Plat, Final Plat and Replatting Update
- Schedule of Fees, Charges and Expenses Update
- Subdivision Regulations, Modification of Design Requirements Update
- Minimum Improvements and Subdivision Regulation Update
- C-2 (General Commercial) District Update

List of Agenda Items:

At the November 20, 2018, Planning and Zoning Commission Meeting, a subcommittee was appointed to meet and hear a presentation and create a draft ordinance to present to the Planning and Zoning Commission and make recommendations to the City Council to adopt a planned use development ordinance which would be for large mixed use developments. Chairman Mahone appointed: Clay Mahone, Eric Elliott and Shawn Davis.

The Committee met January 22, 2019 to review and amend ordinances for zoning and subdivision regulations.

College Park Overlay District

Removes *front entry garages are prohibited on residential structures*.

Specific Use Permits

Removes liquor stores and pawnshops from requiring a Specific Use Permit per State Regulations

Permit, Development and Registration Fees

Creates the Planned Development Fees – Base fee: $10,000 plus $20 per acre.

Screening Device (Fence)
Allows a fence or enclosure wall extending closer than twenty-five (25) feet to a front line street *on the same side of street* shall not exceed a height of four (4) feet.

Preliminary Plat, Final Plat, and Replatting
Remove fees and provides link to the approved fee schedule.

Schedule of Fees, Charges and Expenses
Removes zoning request fees from this section and provides link to the fee schedule

Subdivision Regulations, Modification of Design Requirements, Minimum Improvements and Subdivision Regulations
Updates the Subdivision Ordinance for planned development.

C-2 (General Commercial) District
Adds pawns shops as a permitted use.

Attachments

College Park Overlay District Update
Specific Use Permit Update
Permit, Development and Registration Fees Update
Screening Device Update
Preliminaray Plat Update
Final Plat Update
Replatting Update
Schedule of Fees, Charges and Expenses Update
Subdivision Regulations, Modification of Design Requiements Update
C-2 General Commercial District Update

AUSTIN COLLEGE | Office of the President

Steven P. O'Day, J.D.
President

March 12, 2019

The Honorable Mayor David Plyler
Honorable City Council Members
City of Sherman
100 W Mulberry St
Sherman, TX 75092

Dear Mayor Plyler and Members of the City Council,

I am writing to ensure that you are aware of Austin College's support for the proposed change to the College Park Overlay District allowing front-entry garages. In fact, Austin College recently required that the developer include front-entry garages on homes built on land previously owned by the College. This change should increase options for developers and builders in the College Park Overlay District and enhance the quality of development in the neighborhood.

If you have questions or need more information, please contact me.

Thank you for your consideration.

Sincerely,

Steven P. O'Day

Steven P. O'Day
President

cc: Pam Cloer, Assistant to the City Manager
Robby Hefton, City Manager
Scott Shadden, Director of Developmental Services
Heidi Ellis, Austin College Vice President for Business Affairs

900 North Grand Avenue, Suite 6P | Sherman, Texas 75090-4400
Phone 903.813.3001 | austincollege.edu

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **B.11.**

Meeting Date: 03/18/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6194
Amending Chapter 14 of the Code of Ordinances, entitled "Zoning Ordinance", Exhibit A, General Zoning Ordinance No. 2280, Section 8, entitled "Administration and Enforcement; Building Permits, Certificates of Zoning Compliance, Temporary Use Permits, and Specific Use Permits", at Subsection (5)(a) to Amend the Requirements for Liquor Stores and Pawn Shops

Issue:

To amend the requirements for liquor stores and pawn shops in the General Zoning Ordinance

Background:

This amendment is necessary in order to bring the City's code requirements for liquor stores and pawn shops into compliance with State regulations.

The Texas Alcoholic Beverage Commission (TABC) is a Texas public agency responsible for regulating, inspecting, and taxing the production, sale, and use of alcoholic beverages within the state of Texas.

Local Government Code Sec. 211.0035 (c) states: "The governing body of a municipality may not impose a specific use permit requirement or any requirement similar in effect to a specific use permit requirement on a pawnshop that has been licensed to transact business by the Consumer Credit Commissioner under Chapter 371, Finance Code."

Origination:

City Staff

Financial Consideration:

None

Staff Recommendation:

At the February 19, 2019 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Ordinance be approved and forwarded to the City Council.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 6194

P&Z Communication

ORDINANCE NO. 6194

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES, ENTITLED "ZONING ORDINANCE", EXHIBIT A, GENERAL ZONING ORDINANCE NO. 2280, SECTION 8, ENTITLED "ADMINISTRATION AND ENFORCEMENT; BUILDING PERMITS, CERTIFICATES OF ZONING COMPLIANCE, TEMPORARY USE PERMITS, AND SPECIFIC USE PERMITS", AT SUBSECTION (5)(A) TO AMEND THE REQUIREMENTS FOR LIQUOR STORES AND PAWN SHOPS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 14, Exhibit A, Section 8(5)(a) of the General Zoning Ordinance No. 2280 of the City of Sherman, Texas, be and is hereby amended so that such section shall read as follows:

(5) Specific use permits:

(a) In addition to the zoning permit called for in subsection (3) above, a specific use permit shall be required before the following specific uses can be permitted in the district or districts indicated.

The following specific uses are permitted in any district of lower classification than indicated herein without a specific use permit:

Parking Requirement	**Specific Use**	**District**
1/1.5 employees	Ambulance Service	C-1, C-2
1/3 seats	Auditorium, arena, coliseum, theater or amphitheater	C-1
None	Automobile/boat sales, new or used	C
1/400	Automobile, glass, muffler, seat cover, tire and upholstery service, sales, installation and repair, but not including tire recapping	C
3/wash lane	Automobile laundry, Carwash	C
None	Automobile parking lot	R

None	Automobile repair, body, work, painting. Automobile, wrecks, for sale, damaged condition may be offered for sale; provided the automobiles are stored within a completely enclosed building. The salvage or dismantling of parts or wrecked automobiles for sale or the salvage of undamaged portions of automobiles for assembly to undamaged portions of other automobiles is hereby prohibited within the C-2 (General Commercial) District. The storage of wrecked or damaged automobiles for any purpose other than those specified herein is prohibited	C-2
1/1,000 sq. ft. of general floor space and 1/400 sq. ft. of office floor space	Automobile wrecking, salvaging, and storage	M
1/200	Beauty parlor, single operator homeowner	R
1/guest room 1/innkeeper	Bed and Breakfast establishments	R
1/400	Boat rental, storage and repair	C-2
1/400	Cabinet or carpentry shop	C-2
None	Cemetery or mausoleum	R
1/7	Church or other place of worship including parish houses and Sunday Schools, but excluding rescue missions or temporary revivals	R
1/200	City, county, state and federal govt. garage, maintenance yard, or similar govt. establishment	R
1/400	Club or lodge	C
1/1,000	Cold storage Plant	C-2
1/200	Commercial amusement centers	C
None	Concession stand within a park, playground or playfield	R
1/400	Contractors or construction offices, [sic]	C-2
None	Construction, equipment sales, service, rental and repair shops and yards	C-2

1/3 beds	Convalescent home	In any District
1/100	Dance hall, commercial	C-2
1/200	Doctor or dentist One doctor or dentist with staff No retail sales	R
1/200	Dry cleaning plant, Package plant	C
None	Earth moving and excavations, depositing of construction materials, clay, earth, gravel, minerals, rock, sand or stone on the ground	In any District
1/400	Electrical substation	R
1/400	Farm equipment sales, service, repairs, feed store	C-2
None	Food Truck Lot	C-M
1/400	Freight depot or terminal, railroad and/or truck	C-2
1/1.5 emp.	Garment manufacturing	C-2
1/400	Gas compressor or regulator station	R
8/green	Golf course	R
1/200	Halfway house; mental, alcoholic, etc.	R, C
1/200	Hookah Bar, Smoking Lounge, Smoke Shop, Vape Shop	C, M
1/3 beds	Hospitals, general, not including animal	In any District
1 unit	Hotel	C-1
2/1 unit	Industrialized Housing	SF1 &R
1/3 beds	Institution, correctional, detention penal or for use of insane, feeble minded, alcoholic or narcotic patients on a minimum site of 15 acres	R
1/3 beds	Institution for children and aged; nonprofit	R
~~1/200~~	~~Liquor Store~~	~~C or M~~
1/200	Loan office	C
1/400	Lumberyard (parking does not include lumber sheds)	C-2

1/200	Medical or dental clinic No retail sales	R
1/400	Meeting halls	C
None	Mining, including extraction of clay, gravel, sand; quarrying of rocks or stone	In any District
1/1,000	Mini-warehouse	C
1/unit	Mobile home park	C-2
1/400	Mobile home/manufactured home sales with distribution	C-2 & M
1/200 office	Model home display/sales without distribution	C & M
1/unit	Motel	C-1
1/400	Motorcycle sales, repair, storage and service	C-2
1/2,000 sq. ft. of space utilized for operation	Motorized outdoor amusements (i.e. total go-carts, motorcycles)	In any District
2/1	Multifamily dwellings	C
1/400	Novelty Products, Manufacture or Sales	M-1
1/3 beds	Nursing home	In any District
1/200	Office-services only, no sales of goods, wares or merchandise or storing stocks	R
1/1.5 emp.	Oil well supplies and machinery sales	C-2
1/bedroom (min. 2/unit)	One- and Two-family dwellings	C
1/2,000 sq. ft. of space utilized. or total operation	Outdoor commercial amusements, i.e., miniature golf etc.	C-2
1/bedroom (min. 2/unit)	Patio homes	In any District
~~1/200~~	~~Pawn Shops~~	~~C~~
1/200	Photographer's studio; sales limited to photos and film	R
1/1,000	Pipe storage enclosed	C-2
1/400	Private clubs when required to obtain a permit from the Texas Alcoholic Beverage Commission Note: The parking requirement of 1/400 applies	C & M

	to the bar and/or dance floor portion of the club only.	
1/400	Public library or museum	R
None	Radio or television broadcasting transmitter or tower, microwave relay tower	In any District
1/1,000 sq. ft. of space utilized for total operation	Recycling center	C
1/3 beds	Sanatorium on a site of 10 acres or more	R
1/1.5 emp.	Schools, elementary, high, college and universities, public, private or denominational	In any District
1/1.5 emp.	School, nursery, kindergarten or daycare for children	R
1/200	Secondhand Store, Rummage Shop	C, M
	Sexually oriented businesses	
1/200	Shopping center on a site of 5 acres or more	R
None	Sign: Advertised or billboard (Which directs attention to a business commodity, service, or entertainment conducted, sold or offered elsewhere than upon the same lot)	C-2 & M
	Storage and Shipping Containers	C-1, C-2, M-1
1/200	Tattoo Studio	C, M
1/400	Taxidermist	C
1/100	Teaching or tutoring more than 4 students at any one time	R
1/400	Telephone exchange, but not including garage, shop or service	R
1/400	Telephone exchange, garage, shop or service	C
None	Theater, drive in	C-2
None	Trailer sales, other than mobile home/manufactured housing and rentals	C-2
1/400	Trucking, carting, crating, express handling and storage	C-2

1/1,000	Transit vehicle, bus and truck storage, servicing, repairs and sales	C-2
1/bedroom (min. 2/unit)	Two-family dwelling (duplex)	SF-l, R-1
1/1,000	Warehousing establishment other than accessory to permitted retain use	C-2
Parking Requirement	Specific Use	District
1/3 seats	Auditorium, arena, coliseum, theater or amphitheater	C-1
None	Automobile/boat sales, new or used	C
1/400	Automobile, glass, muffler, seat cover, tire and upholstery service, sales, installation and repair, but not including tire recapping	C-2
None	Automobile parking lot	R
None	Automobile repair, body, work, painting. Automobile, wrecks, for sale, damaged condition may be offered for sale; provided the automobiles are stored within a completely enclosed building. The salvage or dismantling of parts or wrecked automobiles for sale or the salvage of undamaged portions of automobiles for assembly to undamaged portions of other automobiles is hereby prohibited within the C-2 (General Commercial) District. The storage of wrecked or damaged automobiles for any purpose other than those specified herein is prohibited	C-2
1/1,000 sq. ft. of general floor space and 1/400 sq. ft. of office floor space	Automobile wrecking, salvaging, and storage	M
1/200	Beauty parlor, single operator homeowner	R
1 /guest room 1 /innkeeper	Bed and Breakfast establishments	R
None	Cemetery or mausoleum	R
1/7	Church or other place of worship including parish houses and Sunday Schools, but excluding rescue missions or temporary revivals	R

1/200	City, county, state and federal govt. garage, maintenance yard, or similar govt. establishment	R
1/400	Club or lodge	C
1/200	Commercial amusement centers	C
None	Concession stand within a park, playground or playfield	R
1/400	Contractors or construction offices,	C-2
None	Construction, equipment sales, service, rental and repair shops and yards	C-2
1/3 beds	Convalescent home	In any District
1/200	Doctor or dentist One doctor or dentist with staff No retail sales	R
None	Earth moving and excavations, depositing of construction materials, clay, earth, gravel, minerals, rock, sand or stone on the ground	In any District
1/400	Electrical substation	R
1/400	Farm equipment sales, service, repairs, feed store	C-2
1/400	Freight depot or terminal, railroad and/or truck	C-2
1/400	Gas compressor or regulator station	R
8/green	Golf course	R
1/200	Halfway house; mental, alcoholic, etc.	R, C
1/3 beds	Hospitals, general, not including animal	In any District
1 unit	Hotel	C-1
2/1 unit	Industrialized Housing	SF1 & R
1/3 beds	Institution, correctional, detention penal or for use of insane, feeble minded, alcoholic or narcotic patients on a minimum site of 15 acres	R
1/3 beds	Institution for children and aged; nonprofit	R

1/400	Lumberyard (parking does not include lumber sheds)	C-2
1/200	Medical or dental clinic No retail sales	R
1/400	Meeting halls	C
None	Mining, including extraction of clay, gravel, sand; quarrying of rocks or stone	In any District
1/unit	Mobile home park	C-2
1/400	Mobile home/manufactured home sales with distribution	C-2 & M
1/200 office	Model home display/sales without distribution	C & M
1/unit	Motel	C-1
1/2,000 sq. ft. of space utilized for total operation	Motorized outdoor amusements (i.e. go-carts, motorcycles)	In any District
2/1	Multi-family dwellings	C
1/3 beds	Nursing home	In any District
1/200	Office–services only, no sales of goods, wares or merchandise or storing stocks	R
1/bedroom (min. 2/unit)	One and Two-family dwellings	C
1/bedroom (min. 2/unit)	Patio homes	In any District
1/200	Photographer's studio; sales limited to photos and film	R
1/1,000	Pipe storage enclosed	C-2
1/400	Private clubs when required to obtain a permit from the Texas Alcoholic Beverage Commission Note: The parking requirement of 1/400 applies to the bar and/or dance floor portion of the club only.*C & M	
1/400	Public library or museum	R
None	Radio or television broadcasting transmitter or tower, microwave relay tower	In any District
1/1,000 sq. ft. of space utilized for total operation	Recycling center	C

1/3 beds	Sanatorium on a site of 10 acres or more	R
1/1.5 emp.	Schools, elementary, high, college and universities, public, private or denominational	In any District
1/1.5 emp.	School, nursery, kindergarten or daycare for children	R
	Sexually oriented businesses*	
1/200	Shopping center on a site of 5 acres or more	R
None	Sign: Advertised or billboard (Which directs attention to a business commodity, service, or entertainment conducted, sold or offered elsewhere than upon the same lot)	C-2 & M
1/100	Teaching or tutoring more than 4 students at any one time	R
1/400	Telephone exchange, but not including garage, shop or service	R
1/400	Trucking, carting, crating, express handling and storage	C-2
1/1,000	Transit vehicle, bus and truck storage, servicing[,] repairs and sales	C-2
1/bedroom (min. 2/unit)	Two-family dwelling (duplex)	SF-1, R-1
1/1,000	Warehousing establishment other than accessory to permitted retain use	C-2

(b) A specific use permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void and such use may not thereafter be resumed unless a new specific use permit granted in accordance with this section.

(c) The building official shall not issue a zoning permit for such uses that are hereafter created, changed, converted or enlarged, either wholly or in part, until a specific use has been obtained in accordance with the amendment procedures set forth in section 12.

(d) The purpose of the regulations described in this subsection is to allow the proper integration into the city of uses which may be suitable only in specific locations in a zoning district.

(e) Application for a specific use permit shall be made by the property owner or certified agent thereof to the zoning board on forms prescribed for this purpose by the city council.

Such application shall be accompanied by a site plan as set forth in section 7. When application for a specific use permit is made for a use that can only be permitted by issuance of a specific use permit, the zoning board may require additional plans, information, operating data and expert evaluation concerning the location and function and characteristics of any building or use proposed. A specific use permit shall not be granted when the requested use is not compatible with the character of the neighborhood. Specific use permits, revocable, conditional or valid for a term period, may be issued for any of the uses or purposes for which such permits are required or permitted by the terms of this ordinance. Granting a specific use permit does not exempt the applicant from complying with the requirements of the building code or other ordinances. Applicants for a specific use permit to drill an oil and/or gas well shall comply with all of the requirements of Chapter 20 [now article 4.10] of the Code of Ordinances.

(f) The [planning and] zoning board may recommend approval or disapproval of an application for a specific use permit and, upon approval of a permit, the [planning and] zoning board may impose requirements and conditions as set out in (g) below.

(g) The zoning board shall consider:

1. The neighborhood, building and use characteristics as they relate to or are compatible with the existing and adjacent conditions and uses.

2. The separate and distinct problems that may be caused by a particular use, including but not limited to traffic, peace and order, safety, parking, health, morals and temperance.

3. Previous use permits for location.

4. The minutes of hearings for zone change approval for the location.

(h) The board may approve or disapprove upon consideration of the above. Before recommending approval, the [planning and] zoning board may impose such requirements and conditions regarding development standards and safeguards as the conditions indicate important to the welfare and protection of adjacent property from excessive noise, vibration, dust, dirt, smoke, fumes, gas, odor, explosion, glare, offensive view or other undesirable or hazardous conditions, or nuisances and for protection of the public interests.

Upon consideration of the factors herein set out and recommendation made under section [subsection] (g) above to impose certain conditions to a specific use permit, the board shall make specific findings, set out in the minutes of the board as follows:

1. The proposed structure or use conforms to the requirements and intent of this ordinance and the comprehensive plan of the city;

2. That all applicable conditions and factors herein set out have been considered;

3. That the imposition of conditions provided in section 6(5)(g) have been met; and the use does not constitute a nuisance or detriment to the public.

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become 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 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

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

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

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

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 20.

Meeting Date: 02/19/2019

Prepared By: Patsy Reeves, Developmental Services Coordinator

Scott Shadden, Director Developmental Services

Issue:

OTHER BUSINESS

Review Amended Ordinances:

- College Park Overlay District Update
- Specific Use Permits Update
- Permit, Development and Registration Fees Update
- Screening Device (Fence) Update
- Preliminary Plat, Final Plat and Replatting Update
- Schedule of Fees, Charges and Expenses Update
- Subdivision Regulations, Modification of Design Requirements Update
- Minimum Improvements and Subdivision Regulation Update
- C-2 (General Commercial) District Update

List of Agenda Items:

At the November 20, 2018, Planning and Zoning Commission Meeting, a subcommittee was appointed to meet and hear a presentation and create a draft ordinance to present to the Planning and Zoning Commission and make recommendations to the City Council to adopt a planned use development ordinance which would be for large mixed use developments. Chairman Mahone appointed: Clay Mahone, Eric Elliott and Shawn Davis.

The Committee met January 22, 2019 to review and amend ordinances for zoning and subdivision regulations.

College Park Overlay District

Removes *front entry garages are prohibited on residential structures*.

Specific Use Permits

Removes liquor stores and pawnshops from requiring a Specific Use Permit per State Regulations

Permit, Development and Registration Fees

Creates the Planned Development Fees – Base fee: $10,000 plus $20 per acre.

Screening Device (Fence)
Allows a fence or enclosure wall extending closer than twenty-five (25) feet to a front line street *on the same side of street* shall not exceed a height of four (4) feet.

Preliminary Plat, Final Plat, and Replatting
Remove fees and provides link to the approved fee schedule.

Schedule of Fees, Charges and Expenses
Removes zoning request fees from this section and provides link to the fee schedule

Subdivision Regulations, Modification of Design Requirements, Minimum Improvements and Subdivision Regulations
Updates the Subdivision Ordinance for planned development.

C-2 (General Commercial) District
Adds pawns shops as a permitted use.

Attachments

College Park Overlay District Update
Specific Use Permit Update
Permit, Development and Registration Fees Update
Screening Device Update
Preliminaray Plat Update
Final Plat Update
Replatting Update
Schedule of Fees, Charges and Expenses Update
Subdivision Regulations, Modification of Design Requiements Update
C-2 General Commercial District Update

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **B.12.**

Meeting Date: 03/18/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6195

Amending Chapter 14 of the Code of Ordinances, entitled "Zoning Ordinance", Exhibit A, General Zoning Ordinance No. 2280, at Section 6.5, entitled “C-2 (General Commercial) District"

Issue:

To amend Chapter 14, General Zoning Ordinance at Section 6.5 "C-2 (General Commercial) District".

Background:

The C-2 (General Commercial) District consists mainly of land occupied by or suitable for a wide range of retail and wholesale activities. Land in this district is located mainly along major highways and in the vicinity of industrial areas. The C-2 District regulations are designed to permit development of the enumerated functions and to provide space for commercial uses which are generally not appropriate for retail business districts. This amendment to the C-2 (General Commercial) District would allow pawn shops as a permitted use in this District.

Origination:

City Staff

Financial Consideration:

None

Staff Recommendation:

At the February 19, 2019 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the C-2 (General Commercial) District Ordinance be approved and forwarded to the City Council.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 6195
P&Z Communication

ORDINANCE NO. 6195

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES, ENTITLED "ZONING ORDINANCE", EXHIBIT A, GENERAL ZONING ORDINANCE NO. 2280, AT SECTION 6.5, ENTITLED "C-2 (GENERAL COMMERCIAL) DISTRICT"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 14, Exhibit A, Section 6.5 of the General Zoning Ordinance No. 2280 of the City of Sherman, Texas, be and is hereby amended so that such section shall read as follows:

Sec. 6.5. C-2 (General Commercial) District

Purpose. This district consists mainly of land occupied by or suitable for a wide range of retail and wholesale activities. Land in this district is located mainly along major highways and in the vicinity of industrial areas. The C-2 District regulations are designed to permit development of the enumerated functions and to provide space for commercial uses which are generally not appropriate for retail business districts.

(1) Minimum requirements for lot area, width and setback:

Lot Area	Lot Width	Setback		
		Front	Rear	Side
5,000 SF	50'	15'	10'	0'

(a) Where the side yards of lots in the C-2 District are abutting a residential district, the side yard setback shall not be less than 15 feet.

(b) Rear yard. Where the rear yards of lots in the C-2 District are abutting a Residential or C-1 District, the rear yard setback shall not be less than 15 feet.

(c) Residential development within the C-2 District. The lot area, lot width, density and setback regulations for residential structures within the C-2 District shall be the same as those in the R-2 District, when authorized by a specific use permit.

(2) See section 7 for supplementary district regulations, exceptions and parking requirements applying to the C-2 District.

(3) See sections 8.4 and 8.5 for temporary use permits that may be granted by the board of adjustment and specific use permits that may be recommended by the [planning and] zoning board within the C-2 District under certain circumstances and conditions.

(4) Permitted Uses and Parking Requirements:

Permitted Uses	Parking Ratio
Any use permitted in the C-1 District.	
Animal hospital, pound or shelter (parking requirement does not include outdoor kennels)	1/200
Bait store	1/200
Bakery, wholesale	1/1,000
Barber and beauty shop equipment and specialties; sales	1/400
Baseball park, commercial	1/3 seats
Bookbinding	1/1,000
Bowling alley	5/alley
Carpet cleaning, enclosed nonflammable solvents	1/400
Exterminator	1/400
Food locker plant for consumer use	1/200
Hardware industrial sales	1/400
Laboratory, research or testing	1/400
Linen or uniform supply, or diaper service	1/400
Machine tools, sales, service, rental and repair	1/400
Mirror silvering	1/1,000
Monument sales and incidental processing	1/1,000
Pawn Shops	*1/200*
Printing or publishing, including engraving or photo-engraving	1/400
Sign:	none
Sign shop	1/400

Skating rink, commercial	1/400
Water distillation	1/1.5 emp.
Wholesale establishment including storage	1/400

(5) Other Required Conditions:

(a) Site plan. A site plan shall be submitted to and approved by the building official for any commercial or multiple-family use of structure within the C-2 District prior to the issuance of a zoning permit.

(b) Floor area. The total floor area of any building or buildings on a lot in the C-2 District shall not exceed the number of square feet in the lot.

(c) Height regulations. No building shall exceed 35 feet or 2 stories in height.

(d) Exterior Facade. Masonry or equivalent shall be required on the sides of all buildings visible from front street right-of-way.

(e) Freight containers shall not be located so as to be visible from front street right-of-way.

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become 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 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

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

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

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 20.

Meeting Date: 02/19/2019

Prepared By: Patsy Reeves, Developmental Services Coordinator

Scott Shadden, Director Developmental Services

Issue:

OTHER BUSINESS

Review Amended Ordinances:

- College Park Overlay District Update
- Specific Use Permits Update
- Permit, Development and Registration Fees Update
- Screening Device (Fence) Update
- Preliminary Plat, Final Plat and Replatting Update
- Schedule of Fees, Charges and Expenses Update
- Subdivision Regulations, Modification of Design Requirements Update
- Minimum Improvements and Subdivision Regulation Update
- C-2 (General Commercial) District Update

List of Agenda Items:

At the November 20, 2018, Planning and Zoning Commission Meeting, a subcommittee was appointed to meet and hear a presentation and create a draft ordinance to present to the Planning and Zoning Commission and make recommendations to the City Council to adopt a planned use development ordinance which would be for large mixed use developments. Chairman Mahone appointed: Clay Mahone, Eric Elliott and Shawn Davis.

The Committee met January 22, 2019 to review and amend ordinances for zoning and subdivision regulations.

College Park Overlay District

Removes *front entry garages are prohibited on residential structures*.

Specific Use Permits

Removes liquor stores and pawnshops from requiring a Specific Use Permit per State Regulations

Permit, Development and Registration Fees

Creates the Planned Development Fees – Base fee: $10,000 plus $20 per acre.

Screening Device (Fence)
Allows a fence or enclosure wall extending closer than twenty-five (25) feet to a front line street *on the same side of street* shall not exceed a height of four (4) feet.

Preliminary Plat, Final Plat, and Replatting
Remove fees and provides link to the approved fee schedule.

Schedule of Fees, Charges and Expenses
Removes zoning request fees from this section and provides link to the fee schedule

Subdivision Regulations, Modification of Design Requirements, Minimum Improvements and Subdivision Regulations
Updates the Subdivision Ordinance for planned development.

C-2 (General Commercial) District
Adds pawns shops as a permitted use.

Attachments

College Park Overlay District Update
Specific Use Permit Update
Permit, Development and Registration Fees Update
Screening Device Update
Preliminaray Plat Update
Final Plat Update
Replatting Update
Schedule of Fees, Charges and Expenses Update
Subdivision Regulations, Modification of Design Requiements Update
C-2 General Commercial District Update

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **B.13.**

Meeting Date: 03/18/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6196

Amending Chapter 14 of the Code of Ordinances, entitled "Zoning Ordinance", Exhibit A, General Zoning Ordinance No. 2280, Section 7, entitled "Supplementary District Regulations", at Subsection (13), entitled "Screening Device", to Amend the Requirements for a Screening Device

Issue:

To amend the requirements for a screening device (fence)

Background:

The current requirement for a screening device states: "Any fence or enclosure wall extending closer than twenty-five (25) feet to a front line street shall not exceed a height of four (4) feet." Amending the ordinance to add "on the same side of street" will clarify the requirement.

Origination:

City Staff

Financial Consideration:

None

Staff Recommendation:

At the February 19, 2019 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Ordinance be approved and forwarded to the City Council.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 6196

P&Z Communication

ORDINANCE NO. 6196

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES, ENTITLED "ZONING ORDINANCE", EXHIBIT A, GENERAL ZONING ORDINANCE NO. 2280, SECTION 7, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS", AT SUBSECTION (13), ENTITLED "SCREENING DEVICE", TO AMEND THE REQUIREMENTS FOR A SCREENING DEVICE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 14, Exhibit A, Section 7(13) of the General Zoning Ordinance No. 2280 of the City of Sherman, Texas, be and is hereby amended so that such section shall read as follows:

(13) Screening Device:

(a) A screening device shall be provided where an R-1 (Residential) District is adjacent and contiguous to an R-2 (Multi-family) apartment project or a shopping center and any use allowed within the C-1, C-2 or all M Districts.

(b) A screening device shall not be less than six (6) feet nor more than eight (8) feet in height; constructed of wood, stone, brick, concrete block or other permanent material; having a completely solid area with no openings; and permanently maintained. The screening device shall not exceed four (4) feet in height within twenty-five (25) feet of a front street right-of-way.

(c) A landscaped strip, or an earthen berm, planted with trees or shrubs including a minimum of sixty (60) percent nondeciduous trees or shrubs that will achieve sight and noise obstruction, may be provided as a screening device as approved by the planning and zoning board.

(d) Detailed plans for a screening device shall be submitted to the planning and zoning board for approval. The board may require conditions or revisions it deems appropriate to achieve the intent of this ordinance.

(e) Electric fences or wires are hereby prohibited along and adjoining any public street, alley or public grounds and any common property line. Such fences or wires shall not be erected, maintained, reerected or repaired. Electric fences or wires shall include A.C. and D.C. current and all voltage. Special permission may be granted for the erection of such fences or wires in agricultural areas for control of farm animals and in other areas to control dogs or other small

animals provided the electric fences or wires are within a fenced area that will provide a protective enclosure.

(f) All uses within an R-2, C-1, C-2 or any M District shall provide a screening device as an enclosure for garbage and trash containers. Such screening device shall be located within the building area of the lot, parcel or tract or land. The container shall be positioned or screened in such a way so that it is not visible from any street, highway or major thoroughfare as listed in Section 7(5)(d).

(g) Line fences used for screening within an R-1 District shall not be less than four (4) nor more than eight (8) feet in height; constructed of wood, stone, brick, concrete block or other suitable material customarily used in residential landscaping; installed in a neat and workmanlike manner; having a completely solid area with no openings; and permanently maintained. The screening device shall not exceed four (4) feet in height within twenty-five (25) feet of a front street right-of-way.

(h) Fences, walls, and hedges.

1. Residential districts: No fence, hedge or enclosure wall shall exceed a height of eight (8) feet, and such eight (8) foot fence, hedge, or enclosure wall may extend from the back wall of the main structure to the rear property line. Six (6) foot fences shall be allowed twenty-five (25) feet from the front property line and extending to the rear property line.

2. Any fence or enclosure wall extending closer than twenty-five (25) feet to a front line street *on the same side of street* shall not exceed a height of four (4) feet.

3. Any fence, hedge, or enclosure wall on a corner lot and situated within fifteen (15) feet of the intersection of two (2) street lines shall not exceed a height of three (3) feet (above the street line as established by the city engineer.)

4. Patio screens and/or walls used for other purposes than line fencing may exceed a height of six (6) feet when located within the allowable main building area of any lot as defined by the required front, side and rear building lines, but shall not exceed a height of ten (10) feet.

5. Backstops and safety fences may be erected in parks and recreational areas with the approval of the city engineer and the building official to a height in keeping with standard practices for such uses, so long as such fence or backstop is not otherwise detrimental to public safety.

6. Commercial and manufacturing districts: Security fences may be erected to a height of ten (10) feet in commercial and manufacturing districts within the required building area.

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become 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 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

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

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

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

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 20.

Meeting Date: 02/19/2019

Prepared By: Patsy Reeves, Developmental Services Coordinator

Scott Shadden, Director Developmental Services

Issue:

OTHER BUSINESS

Review Amended Ordinances:

- College Park Overlay District Update
- Specific Use Permits Update
- Permit, Development and Registration Fees Update
- Screening Device (Fence) Update
- Preliminary Plat, Final Plat and Replatting Update
- Schedule of Fees, Charges and Expenses Update
- Subdivision Regulations, Modification of Design Requirements Update
- Minimum Improvements and Subdivision Regulation Update
- C-2 (General Commercial) District Update

List of Agenda Items:

At the November 20, 2018, Planning and Zoning Commission Meeting, a subcommittee was appointed to meet and hear a presentation and create a draft ordinance to present to the Planning and Zoning Commission and make recommendations to the City Council to adopt a planned use development ordinance which would be for large mixed use developments. Chairman Mahone appointed: Clay Mahone, Eric Elliott and Shawn Davis.

The Committee met January 22, 2019 to review and amend ordinances for zoning and subdivision regulations.

College Park Overlay District

Removes *front entry garages are prohibited on residential structures*.

Specific Use Permits

Removes liquor stores and pawnshops from requiring a Specific Use Permit per State Regulations

Permit, Development and Registration Fees

Creates the Planned Development Fees – Base fee: $10,000 plus $20 per acre.

Screening Device (Fence)
Allows a fence or enclosure wall extending closer than twenty-five (25) feet to a front line street *on the same side of street* shall not exceed a height of four (4) feet.

Preliminary Plat, Final Plat, and Replatting
Remove fees and provides link to the approved fee schedule.

Schedule of Fees, Charges and Expenses
Removes zoning request fees from this section and provides link to the fee schedule

Subdivision Regulations, Modification of Design Requirements, Minimum Improvements and Subdivision Regulations
Updates the Subdivision Ordinance for planned development.

C-2 (General Commercial) District
Adds pawns shops as a permitted use.

Attachments

College Park Overlay District Update
Specific Use Permit Update
Permit, Development and Registration Fees Update
Screening Device Update
Preliminaray Plat Update
Final Plat Update
Replatting Update
Schedule of Fees, Charges and Expenses Update
Subdivision Regulations, Modification of Design Requiements Update
C-2 General Commercial District Update

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **B.14.**

Meeting Date: 03/18/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6197

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Bottling Works for B4C Distillery in an M-1 (Light Manufacturing) District at 5110 Marshall Street, being 3.39 acres in the J.B. Shannon Survey, Abstract No. 1085 (Paul Lane, Owner; and Brian Roder, Applicant); 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 Paul Lane (Owner) and Brian Roder (Applicant) concerning the property located at 5110 Marshall Street, being 3.39 acres in the J.B. Shannon Survey, Abstract No. 1085 for a Specific Use Permit to allow bottling works for B4C Distillery in an M-1 (Light Manufacturing) District

Background:

The property is located at 5110 Marshall Street between Hilltop Drive and Fallon Drive. The property is zoned an M-1 (Light Manufacturing) District. An exception to allow freight truck driveway parking as a rock area instead of asphalt or concrete was approved on November 9, 1982 by the Planning and Zoning Commission.

The owner is requesting a Specific Use Permit to allow bottling works for B4C Distillery, a family owned and operated business. The distillery was established in Savoy, Texas in 1990. The alcohol/spirits will be distilled in Savoy and transported to 5110 Marshall Street for bottling and distribution.

Origination:

Paul Lane (Owner)
Brian Roder (Applicant)

Financial Consideration:

None

Staff Recommendation:

At the February 19, 2019 regular meeting, the Planning and Zoning Board voted 7/0 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. 6197
Location Map
Zoning Map
Zoning Sign Photo
Site Plan
Building Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6197

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 BOTTLING WORKS FOR B4C DISTILLERY IN AN M-1 (LIGHT MANUFACTURING) DISTRICT AT 5110 MARSHALL STREET, BEING 3.39 ACRES IN THE J.B. SHANNON SURVEY, ABSTRACT NO. 1085 (PAUL LANE, OWNER; AND BRIAN RODER, APPLICANT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; 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, Paul Lane (Owners) and Brian Roder (Applicant) concerning the property located at 5110 Marshall Street and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING situated in the County of Grayson, State of Texas, being a part of the J. B. Shannon Survey, Abstract No. 1085, being a part of a 220.31 acre tract of land described as Tract No.2 in deed from Midway Joint Venture to Day Manufacturing Company dated November 22, 1972 recorded in Volume 1243, Page 511, Deed Records, Grayson County, Texas and being more particularly described as follows, to-wit:

BEGINNING at a ½ inch steel rod on the West line of Marshall Street, and rod maintaining the Southeast corner of a 3.88 acre tract of land described in two tracts

in deed form Roy E. Cashion, et ux to Dealers Electrical Supply, dated April 28, 1978, recorded in Volume 1431, Page 123 of said Deed Records;

THENCE South 00 deg. 05 min. 00 sec. East, with West line of said Marshall Street, a distance of 295.90 feet to a ½ inch steel rod;

THENCE South 89 deg. 08 min. 00 sec. West, a distance of 492.50 feet to a ½ inch steel rod on the East line of a 14.0 foot wide water line easement recorded in Volume 1254, Page 338 of said Deed Records;

THENCE North 00 deg. 08 min. 00 sec. East, with the East line of said 14.8 foot wide water line easement, a distance of 304.50 feet to a ½ inch steel rod maintaining the Southwest corner of said 3.88 acre tract;

THENCE South 89 deg. 52 min. 00 sec. East with the South line of said 3.88 acre tract, a distance of 491.30 feet to the **PLACE OF BEGINNING AND CONTAINING 3.3893 ACRES OF LAND MORE OR LESS……..……**

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

Zoning:

1. All aspects of the M-1 (Light Manufacturing) 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 and service driveways are permitted on paved surfaces only (concrete or asphalt).
4. A parking space is considered to be 9’ x 20’.
5. Shall comply with all EPA, City, Federal and State regulations for this use.
6. All parking shall be on private property and shall not encroach onto Marshall Street.
7. Platting of the property is required.
8. Review the zoning and development ordinance for additional requirements.
9. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

10. Employee parking must be on site.

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 _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

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

CITY OF SHERMAN, TEXAS

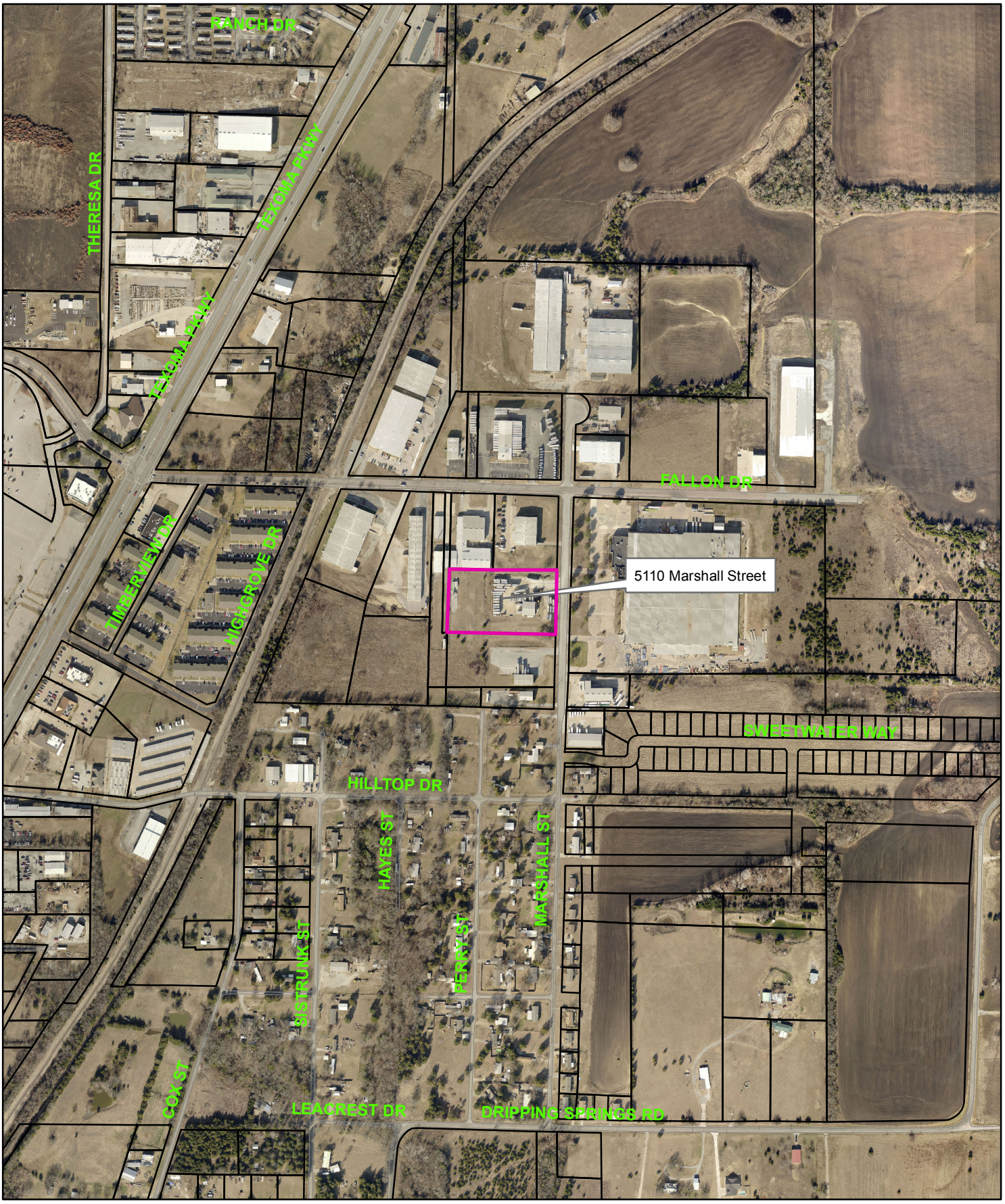
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



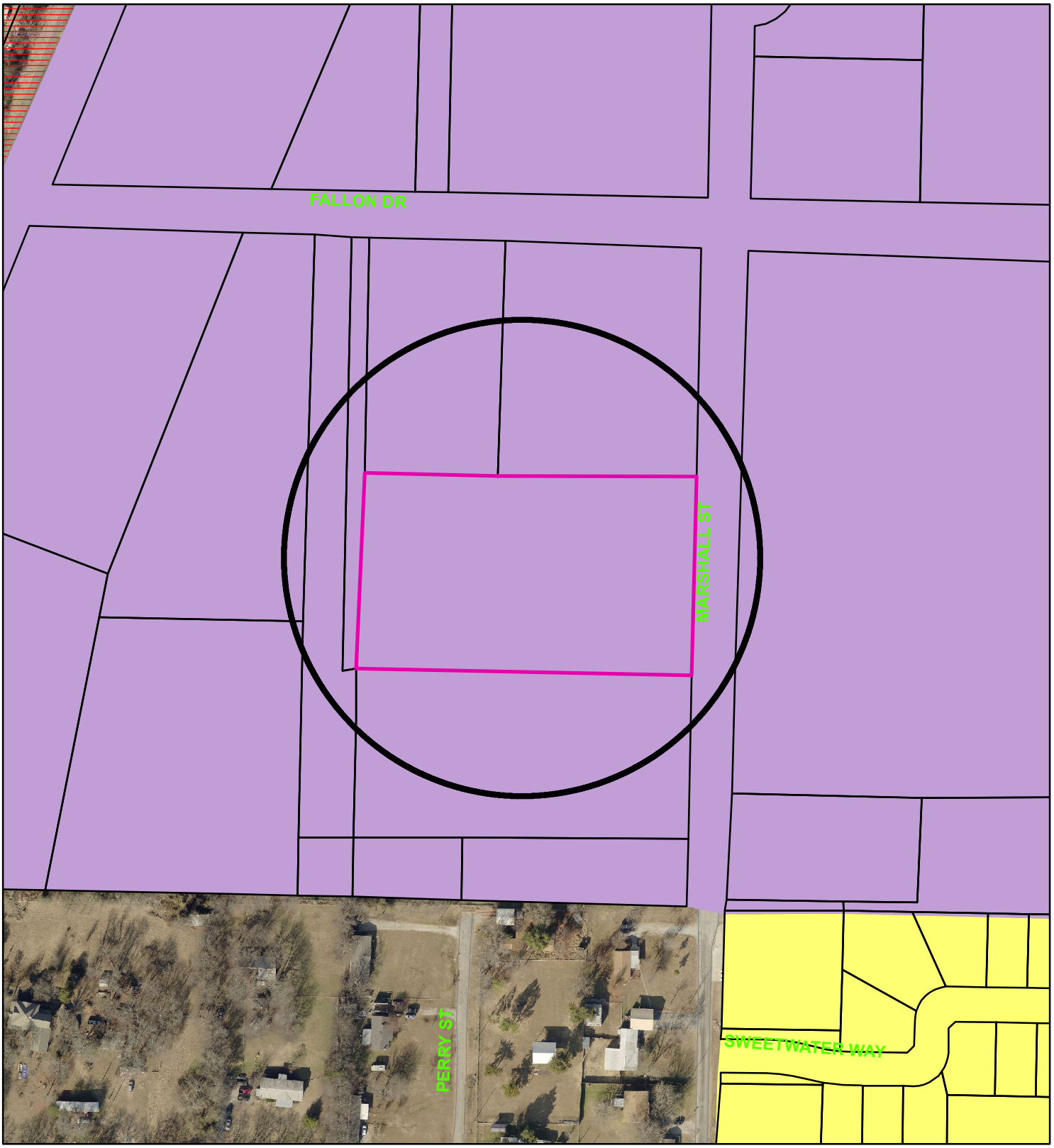
Sherman
CLASSIC TOWN. BROAD HORIZON.

5110 Marshall Street

NOT TO SCALE

1 in = 589 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 5110 Marshall Street

Legend

Special Districts Overlay

DISTRICT_NAME

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

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

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

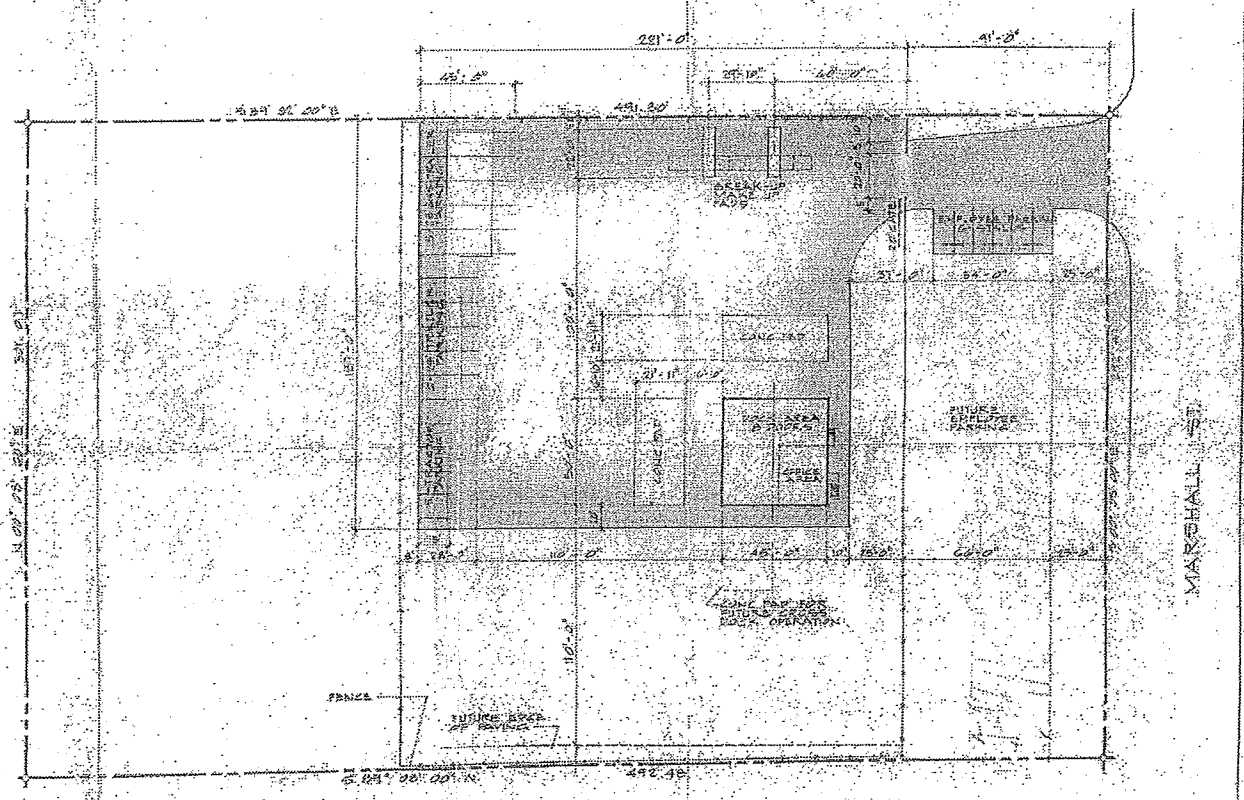
NOT TO SCALE

1 in = 200 ft

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

5110 Marshall Street


281'-0"
41'-0"
43'-0"
29'-10"
40'-0"
491.80'
N 89° 52' 00" W
DRIVE-UP
BOOTH
DRIVE-UP
BOOTH
31'-0"
34'-0"
35'-0"
LANE
LANE
29'-11"
DRIVE-UP
BOOTH
STREET
FUTURE
EXPIRATION
PARKING
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34'-0"
10'-0"
46'-0"
10'-0"
60'-0"
20'-0"
ZONE FOR FUTURE
EXPIRATION
OPERATION
110'-0"
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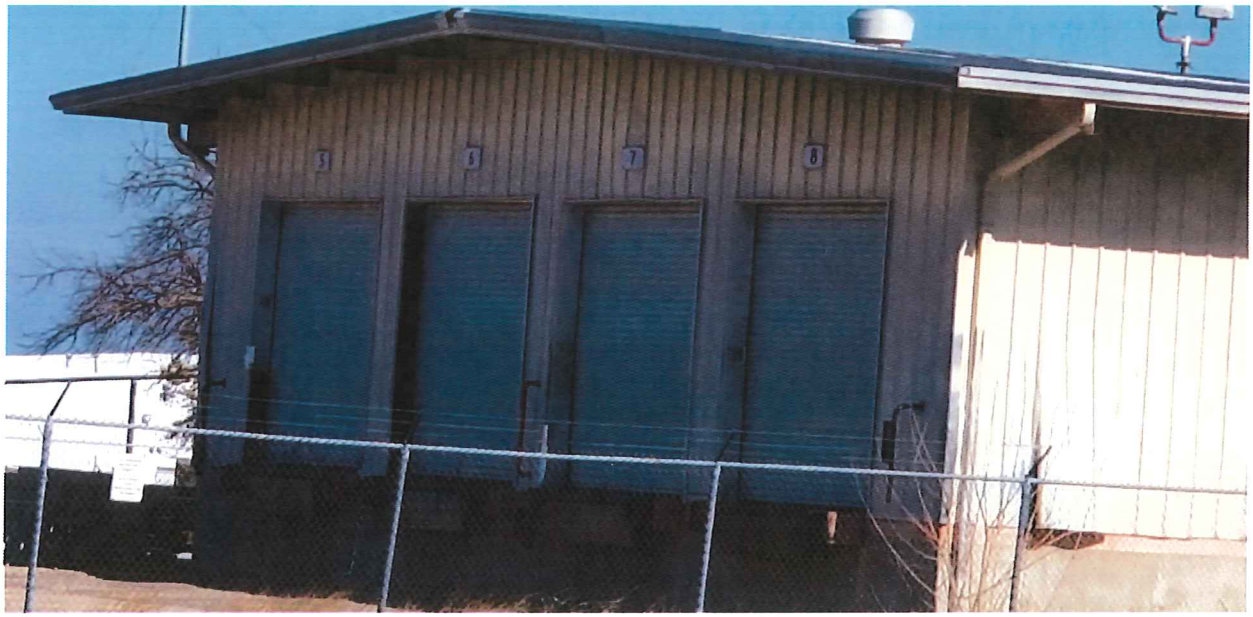
FUTURE AREA
OF BUILDING
S 89° 52' 00" W
492.48'
MARSHALL ST.

YRC
HOW SHIPPING IS DONE.


5
6
7
8

Sherman
CLASSIC TOWN. BROAD HORIZON.

Developmental Services

STAFF REVIEW LETTER

February 12, 2019

David Lane
PO Box 207
Sherman, TX 75091

Brian Roder
976 CR 1200
Savoy, TX 75479

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow bottling works for B4C Distillery in an M-1 (Light Manufacturing) District for the property located at 5100 Marshall Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 19, 2019 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 M-1 (Light Manufacturing) 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 and service driveways are permitted on paved surfaces only (concrete or asphalt).
4. A parking space is considered to be 9' x 20'.
5. Shall comply with all EPA, City, Federal and State regulations for this use.
6. All parking shall be on private property and shall not encroach onto Marshall Street.
7. Platting of the property is required.
8. Review the zoning and development ordinance for additional requirements.
9. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

10. Employee parking must be on site.

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

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

cc: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator
Billy Hartsfield, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 14.

Meeting Date: 02/19/2019

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

Clay Mahone, Chairman
Eric Elliott, Vice Chairman
Shawn Davis, Commissioner
David Downtain, Commissioner
Trish Wood, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner

Requested Action/Proposed Use:

5110 MARSHALL STREET

The request of Paul Lane (Owners) and Brian Roder (Applicant) concerning the property located at 5110 Marshall Street, being 3.39 acres in the J.B. Shannon Survey, Abstract No. 1085, as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow bottling works for B4C Distillery in an M-1 (Light Manufacturing) District.

Background:

The property is located at 5110 Marshall Street between Hilltop Drive and Fallon Drive. The property is zoned an M-1 (Light Manufacturing) District. An exception to allow freight truck driveway parking as a rock area instead of asphalt or concrete was approved November 9, 1982 by the Planning and Zoning Commission.

The owner is requesting a Specific Use Permit to allow bottling works for B4C Distillery, a family owned and operated business. The distillery was established in Savoy, Texas in 1990. The alcohol/spirits will be distilled in Savoy and transported to 5110 Marshall Street for bottling and distribution.

Adjacent Zoning:

M-1 (Light Manufacturing) District

Origination:

Paul Lane (Owners)
Brian Roder (Applicant)

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:
6

Objections Received:
0

Attachments

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **B.15.**

Meeting Date: 03/18/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6198

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Two-Sided Non-Digital, 300 Square Foot Billboard in a C-2 (General Commercia) District/O-1 (75 & 82 Overlay) District at 600 East Lamberth Road, being part of Lots 6-8 and all of Lots 4 and 5, Block 4, Dr. J.H. Carraway's Subdivision and a 0.75 acre tract in the J. B. McAnair Survey, Abstract No. 763, containing 5.855 acres (Remington Sherman Automotive, LLC, Owners; Brett Edmonson, The Ratliff Group, LLC, Representative/Engineer; and NCA Partners, 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 Remington Sherman Automotive, LLC (Owners), Brett Edmonson, The Ratliff Group, LLC (Representative/Engineer), and NCA Partners (Architect) concerning the property at 600 East Lamberth Road, being part of Lots 6-8 and all of Lots 4 and 5, Block 4, Dr. J.H. Carraway's Subdivision and a 0.75 acre tract in the J. B. McAnair Survey, Abstract No. 763, containing 5.855 acres, for a Specific Use Permit to allow a two-sided non-digital, 300 square foot billboard in a C-2 (General Commercial) District/O-1 (75 & 82 Overlay) District

Background:

The property is located at 600 East Lamberth Road, the southeast corner of Lamberth Road and U.S. Highway 75; Sherman Chevrolet is the tenant. The following items have been approved for the property:

- May 9, 1989 - Exception to allow more than one sign per development lot.
- March 8, 2005 - Variance to allow shade structures with a 6.3 foot setback along Hwy. 75 N., a 1.8 foot front yard setback along Lamberth Road and a 3.3 foot side yard setback in lieu of the 5 foot required.
- December 18, 2012 - Exception to a allow an Aluminum Composite Material (ACM) exterior facade in lieu of the required masonry for an entry element addition and fascia remodel to Ramey Chevrolet in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District

The owners would like to erect a new billboard at this location. The existing billboard is owned by a separate outdoor advertising agency, which will be removed if the new billboard is approved. They received a variance to allow the billboard to have a radial separation of 1,667 feet between the two billboards (the nearest billboard is located at Peyton Street and Loy Lake Road). The Planning and Zoning Commission Board denied the variance request to allow a 672 square foot billboard.

Origination:

Remington Sherman Automotive, LLC (Owners)
Brett Edmonson, The Ratliff Group, LLC (Representative/Engineer)
NCA Partners (Architect)

Financial Consideration:

None

Staff Recommendation:

At the January 22, 2019 regular meeting, the Planning and Zoning Board voted 6/1 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter. Commission Member Manley voted against the request.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6198
Location Map
Zoning Map
Zoning Sign Photo
Narrative
Site Plan
Separation of Billboards
Staff Review Letter
P&Z Communication
Letter from William and Mindy Brandt Trust
Letter from Sherman Dev PTN No 3

ORDINANCE NO. 6198

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 TWO-SIDED NON-DIGITAL, 300 SQUARE FOOT BILLBOARD IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1 (75 & 82 OVERLAY) DISTRICT AT 600 EAST LAMBERTH ROAD, BEING PART OF LOTS 6-8 AND ALL OF LOTS 4 AND 5, BLOCK 4, DR. J.H. CARRAWAY'S SUBDIVISION AND A 0.75 ACRE TRACT IN THE J. B. MCANAIR SURVEY, ABSTRACT NO. 763, CONTAINING 5.855 ACRES (REMINGTON SHERMAN AUTOMOTIVE, LLC, OWNERS; BRETT EDMONSON, THE RATLIFF GROUP, LLC, REPRESENTATIVE/ ENGINEER; AND NCA PARTNERS, ARCHITECT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Remington Sherman Automotive LLC (Owners), Brett Edmonson, The Ratliff Group, LLC (Representative/Engineer) and NCA Partners (Architect) concerning the property at 600 East Lamberth Road and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING a tract of land situated in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, being all of a called 4.6084 acre tract conveyed to Ramey Companies, LP., according to the deed recorded in Volume

5723, Page 886 of the Deed Records, Grayson County, Texas (DRGCT) and all of a called 80 feet by 77.31 feet tract conveyed to Ramey Companies L.P., recorded in Volume 5723, Page 881 DRGCT, and being all of a called 0.750 acre tract conveyed to Ramey Companies, L.P., recorded in Volume 5723, Page 875 DRGCT, and being part of a called 5.102 acre tract described in a Deed of Trust recorded in Volume 2884, Page 132 DRGCT, and being part of Lots 6-8 and all of Lots 4 and 5, Block 4 of Dr. J.H. Carraway's Subdivision, recorded in Volume 414, Page 125 DRGCT, with the subject tract being more particularly described as follows:

BEGINNING at an "x" found in concrete on the south line of Lamberth Road, a public right-of-way, for the northwest corner of a tract conveyed to Earl S. Owen, Sr. and Shirley A. Owen, co-trustees of the amended and restated Owen Family Trust, recorded in Volume 3307, Page 489 DRGCT;

THENCE South 13º 43' 06" East, 563.20 feet along the west line thereof to a point on the north line of Lot 1, Block 1 of the replat of Block One of the replat of Independence Square Addition, recorded in Volume 18, Page 136, Plat Records, Grayson County, Texas;

THENCE South 74º 15' 35" West, 564.16 feet along the north line thereof to a point on the east line of U.S. Highway 75, a variable width right-of-way:

THENCE North 06º 50' 29" East, 537.10 feet along the east line thereof to a concrete monument found for the south end of a corner clip being the intersection of U.S. Highway 75 and Lamberth Road;

THENCE North 36º 17' 40" East, 92.97 feet along said corner clip to a concrete monument found:

THENCE North 75º 00' 57" East, 34.32 feet along the south line of Lamberth Road to a concrete monument found;

THENCE North 63º 50' 49" East, 69.72 feet continuing along the south line thereof to a concrete monument found;

THENCE North 74º 56' 48" East, 201.64 feet continuing along the south line thereof to the **POINT OF BEGINNING with the subject tract containing 255,024 square feet or 5.855 acres of land……**

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the O-1 (75 & 82 Overlay) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.

2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Digital billboards shall have a maximum transition time between messages of two (2) seconds. The minimum duration of the message display shall be eight (8) seconds. Brightness shall be no more than 0.3 foot-candles over ambient light. Automatic dimming is required. The brightness measurement shall be taken utilizing a Foot-candle meter at 200' measured perpendicular to the face of the digital billboard.
4. All lighting of the billboard shall be shielded as not to produce intensive or excessive light or glare on adjacent property or traffic.
5. Parking of vehicles or signage is not allowed in the right-of-way.
6. Shall comply with all EPA, City, Federal and State regulations for this use.
7. Violations of the conditions of the SUP will terminate the Specific Use Permit.
8. Review the zoning and development ordinance for additional requirements.
9. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

10. Platting of the property is required.
11. New drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit is required. Engineering plans shall be provided to the City of Sherman Engineering Department.
12. Parking will be permitted on private property only.
13. Final site plans, utility, drainage, and grading plan shall be provided and approved by the City Engineering Department.
14. Verify location of sanitary sewer lines.
15. No grading allowed within TxDOT right-of-way.

Planning and Zoning Commission

16. The billboard shall be non-digital with a maximum 300 square feet.

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 _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

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

CITY OF SHERMAN, TEXAS

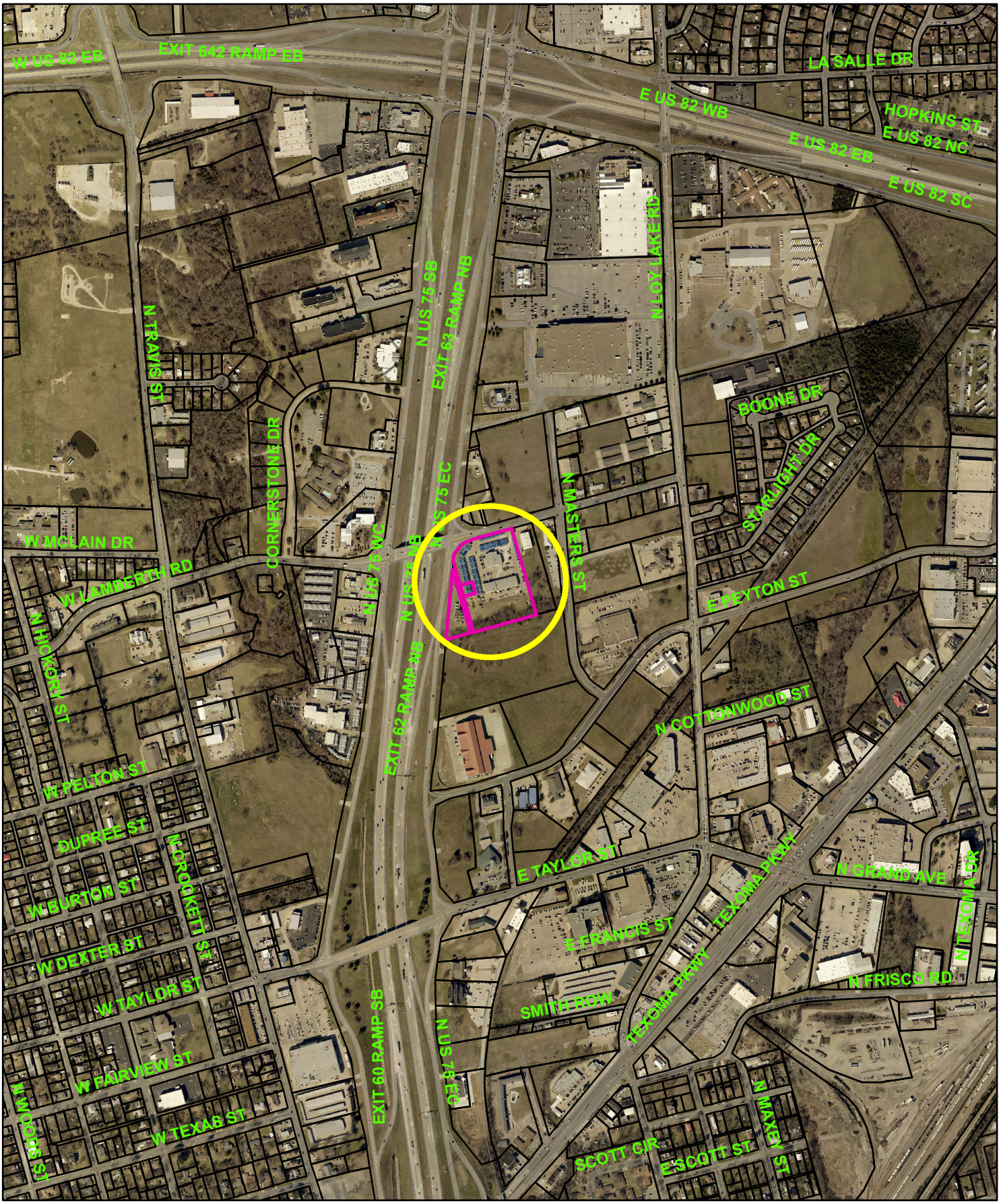
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



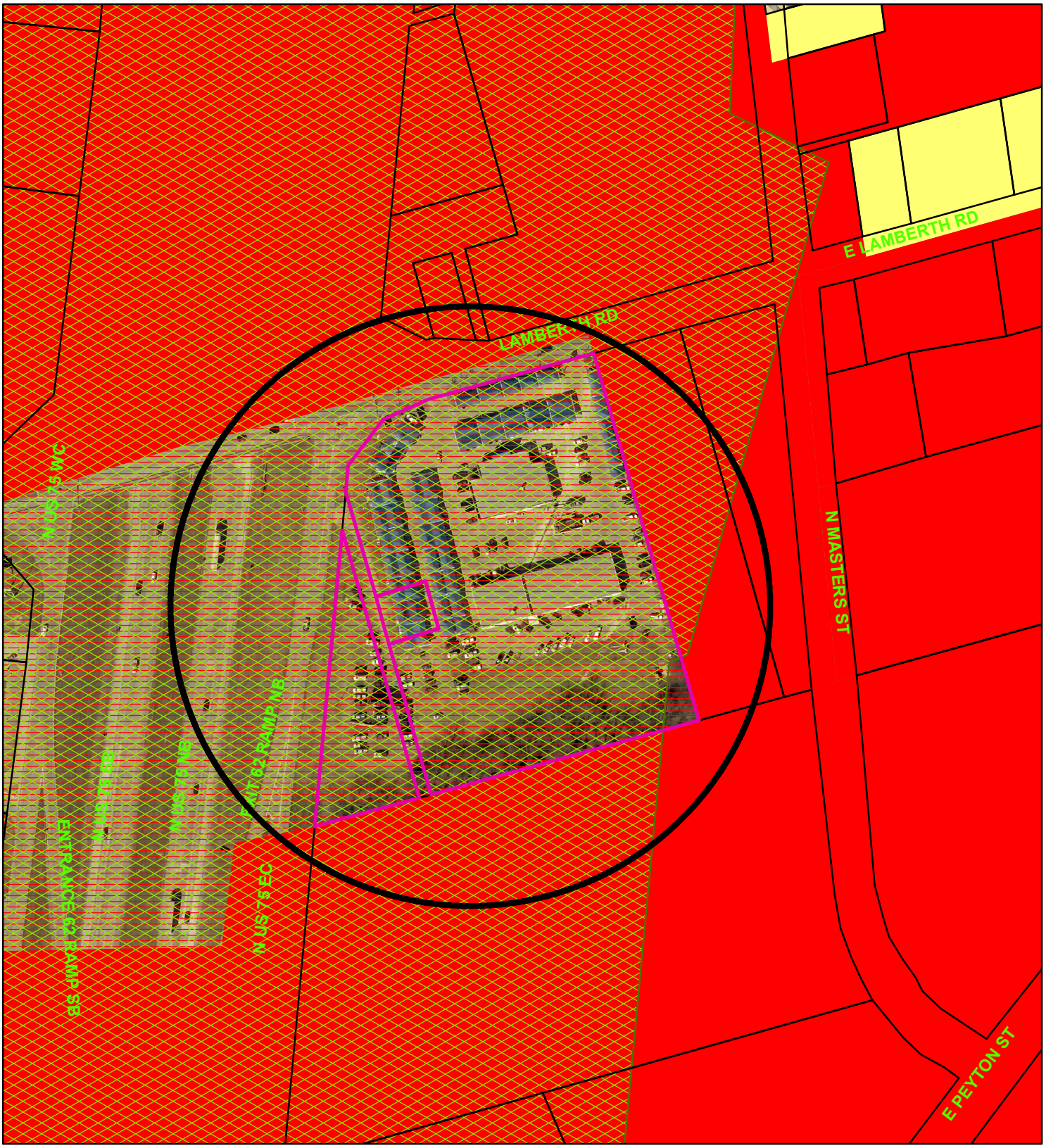
Sherman
CLASSIC TOWN. BROAD HORIZON.

600 E. Lamberth Road

NOT TO SCALE

1 in = 814 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 600 East Lamberth Road

Legend

Special Districts Overlay

DISTRICT_NAME

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

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- 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.

NOT TO SCALE

1 in = 200 ft

City of Sherman, Texas
Developmental Services Department

600 East Lamberth

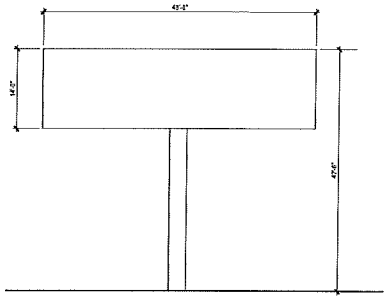
City of Sherman
220 W. Mulberry St.
Sherman, TX 75091

RE: Sherman Chevrolet Electronic Billboard, 600 E. Lamberth Rd.

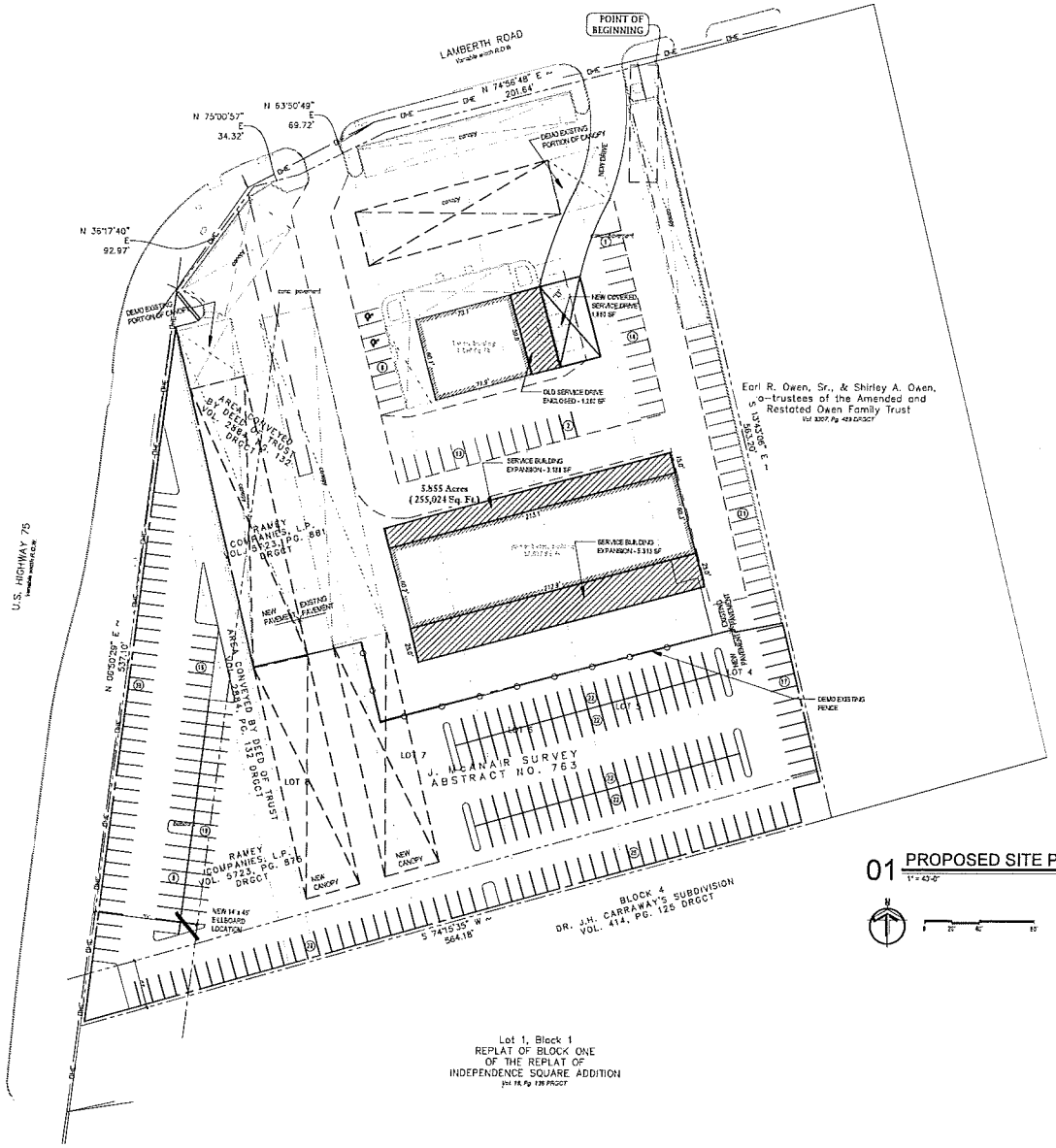
The proposed billboard summary:

1. Remington Sherman Automotive LLC is requesting a Special Use Permit to erect a new electronic billboard on their property located at 600 E. Lamberth Rd. The property has an existing billboard, owned by a separate outdoor advertising agency; this billboard will be removed and only the new electronic billboard is being proposed.
2. Remington Sherman Automotive LLC is also requesting two variances related to the new electronic billboard: size and spacing:
    a. Size: The face of the current billboard on the property is 14'H x 48'L. We request that a variance be allowed for the new electronic billboard to maintain this same size due to the sign being located along the Highway 75 corridor. The current TxDOT code for a commercial sign face along a highway corridor allows for each face to be up to 672 sq. ft. The overall height of the billboard will comply with current city ordinances.
    b. Spacing: Within the 2,000 ft. radial measurement from the existing billboard, there are two other billboards located on the SW corner of E. Payton St. and N. Loy Lake Rd. These are just inside of 1,700 ft. from the billboard located at 600 E. Lamberth Rd. We request a variance be allowed on the spacing requirement due to the billboard being located along the Highway 75 corridor. The spacing of the existing billboard when measured linearly along Highway 75 is in compliance with the current TxDOT code of 1,500 ft.

In short, we request that the new electronic billboard be allowed to conform to the current TxDOT codes for face sizing and spacing due to the billboard being along the Highway 75 corridor.



02 BILLBOARD ELEVATION
1" = 10'-0"



01 PROPOSED SITE PLAN
1" = 40'-0"

NCA Partners ARCHITECTURE
5646 MILTON ST.
SUITE 610
DALLAS, TX 75206
214.361.8001
214.361.8006 FAX
ncapartners.com

© 2014 NCA PARTNERS, L.P. ALL RIGHTS RESERVED. THESE PLANS HEREIN ARE THE PROPERTY OF NCA PARTNERS, L.P. AND ARE PROTECTED UNDER ALL FEDERAL COPYRIGHT LAWS

SHERMAN CHEVROLET SALES BLDG. REMODEL

600 E. LAMBERTH RD.
SHERMAN, TEXAS 75090

DATE	DESCRIPTION
MM/DD/YYYY	CONCEPTS, DESIGN REVIEW, ETC.

PRELIMINARY
THIS DOCUMENT SHALL NOT BE USED FOR REGULATORY APPROVAL PERMIT, OR CONSTRUCTION. RELEASED UNDER THE AUTHORITY OF NICHOLAS K. CADE, TBAE LICENSE #6781

NCA JOB # XXXX

SITE PLAN

A101

Google Earth

feet 2000

meters 600

Sherman
CLASSIC TOWN. BROAD HORIZON.

Developmental Services

STAFF REVIEW LETTER

January 11, 2019

Remington Sherman Automotive, LLC
8901 Governors Row
Dallas, TX 75247

NCA Partners Architecture
5646 Milton St.
Suite 610
Dallas, TX 75206

Brett Edmonson
531 W. Bethel Rd.
Coppell, TX 75019

Dear Applicants,

The request for a Specific Use Permit and site plan approval for a two-sided digital billboard in a C-2 (General Commercial) District/O-1 (75 & 82 Overlay) District for the property located at 600 East Lamberth Road has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 22, 2019 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 (75 & 82 Overlay) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Digital billboards shall have a maximum transition time between messages of two (2) seconds. The minimum duration of the message display shall be eight (8) seconds. Brightness shall be no more than 0.3 foot-candles over ambient light. Automatic dimming is required. The brightness measurement shall be taken utilizing a Foot-candle meter at 200' measured perpendicular to the face of the digital billboard.
4. All lighting of the billboard shall be shielded as not to produce intensive or excessive light or glare on adjacent property or traffic.
5. Parking of vehicles or signage is not allowed in the right-of-way.
6. Shall comply with all EPA, City, Federal and State regulations for this use.
7. Violations of the conditions of the SUP will terminate the Specific Use Permit.
8. Review the zoning and development ordinance for additional requirements.
9. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

10. Platting of the property is required.
11. New drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit is required. Engineering plans shall be provided to the City of Sherman Engineering Department.
12. Parking will be permitted on private property only.
13. Final site plans, utility, drainage, and grading plan shall be provided and approved by the City Engineering Department.
14. Verify location of sanitary sewer lines.

15. No grading allowed within TxDOT right-of-way.

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

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

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

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 6.

Meeting Date: 01/22/2019

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

Clay Mahone, Chairman
Eric Elliott, Vice Chairman
Shawn Davis, Commissioner
David Downtain, Commissioner
Trish Wood, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner

Requested Action/Proposed Use:

600 EAST LAMBERTH ROAD

The request of Remington Sherman Automotive LLC (Owners), Brett Edmonson, The Ratliff Group, LLC (Representative) and NCA Partners (Architect) concerning the property at 600 East Lamberth Road, being Lots 4-7 and part of 8, Block 4, Dr. JH Carraway's Subdivision, as follows;

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a two-sided digital billboard in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District.

Board of Adjustments

- Exception and site plan approval under Ordinance No. 2280, Section 7, Subsection (14)(m)(3) to allow a 672 square foot billboard in lieu of the permitted 300 square foot in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District.
- Exception and site plan approval under Ordinance No. 2280, Section 7, Subsection (14)(m)(5) to allow a 1,667 foot radial separation in lieu of the permitted 2,000 foot in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District.

Background:

This item was tabled at the August 21, 2018, Planning and Zoning Commission Meeting. The property is located at 600 East Lamberth Road, the southeast corner of Lamberth Road and U.S. Highway 75; Sherman Chevrolet is the tenant. The following items have been approved for the property:

- Exception to allow more than one sign per development lot - May 9, 1989.
- Variance to allow shade structures with a 6.3 foot setback along North Highway 75, a 1.8 foot front yard setback along Lamberth Road and a 3.3 foot side yard setback in lieu of the 5 foot required - March 8, 2005
- Exception to a allow an Aluminum Composite Material (ACM) exterior facade in lieu of the required masonry for an entry element addition and fascia remodel to Ramey Chevrolet in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District - December 18, 2012.
- Site plan approval for Sherman Chevrolet Showroom and Service Building Remodel - May 22, 2018.

The owners would like to erect a new electronic billboard at this location. The existing billboard is owned by a separate outdoor advertising agency, which will be removed if the new billboard is approved. They are also requesting variances to allow the billboard to be 672 square foot and the radial separation to be 1,667 feet between the two billboards (the nearest billboard is located at Peyton Street and Loy Lake Road).

Adjacent Zoning:

C-1 (Retail Business) District
C-2 (General Commercial) District

Origination:

Remington Sherman Automotive LLC (Owners)
Brett Edmonson, The Ratliff Group, LLC (Representative)
NCA Partners (Architect)

Master Plan Designation:

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

Number of notices mailed:

5

Objections Received:

2

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Narrative
Site Plan/Elevations
Billboard Separation Map
Letter from William & Maindy Brandt Trust
Letter from Sherman Dev LTD PTN No 3
Staff Review Letter

Sherman
CLASSIC TOWN. BROAD HORIZON.

Developmental Services

PLANNING AND ZONING BOARD
BUILDING INSPECTION DEPARTMENT
Telephone: (903) 892-7229
FAX: (903) 892-7274

RECEIVED
AUG 13 2018

August 3, 2018

William & Mindy Brandt Trust
2408 E. Solano Dr.
Phoenix, AZ 85016

The Planning and Zoning Commission of the City of Sherman will hold a public hearing on the day of Tuesday, August 21, 2018 at 5:00 P.M. in the City Council Chambers, at 220 W. Mulberry, to hear the request of:

Remington Sherman Automotive LLC (Owners), Brett Edmonson, The Ratliff Group, LLC (Representative) and NCA Partners (Architect) concerning the property at 600 East Lamberth Road, being part of Lots 6-8 and all of Lots 4 and 5, Block 4, Dr. J.H. Carraway's Subdivision and a .75 acre tract in the J. B. McAnair Survey, Abstract No. 763, containing 5.855 acres

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 two-sided digital billboard in a C-2 (General Commercial) District/O-1 (75 & 82 Overlay) District.

Board of Adjustments

- **Exception and site plan approval under Ordinance No. 2280, Section 7, Subsection (14)(m)(3) to allow a 672 square foot billboard in lieu of the permitted 300 square foot in a C-2 (General Commercial) District/O-1 (75 & 82 Overlay) District.**
- **Exception and site plan approval under Ordinance No. 2280, Section 7, Subsection (14)(m)(5) to allow a 1,667 radial separation between billboards in lieu of the permitted 2,000 foot in a C-2 (General Commercial) District/O-1 (75 & 82 Overlay) District.**

2.24

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

Scott Shadden
Secretary, Planning & Zoning Board

NEXT Page →

* NO VOTE!

The proposed exception is more than 2 times the approved size.
We are not in favor of approving the request by Remington Sherman Automotive LLC
* The overlay district is there for a reason.
* Please deny the request and maintain the existing 300 foot billboard ordinance.

Respectfully Bill & Mindy Brandt
602-290-4458

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Developmental Services

PLANNING AND ZONING BOARD
BUILDING INSPECTION DEPARTMENT
Telephone: (903) 892-7229
FAX: (903) 892-7274

RECEIVED
AUG 20 2018

August 3, 2018

Sherman Dev LTD PTN No 3
Ben Fortson
306 W. 7th St. Ste. 901
Ft. Worth, TX 76102

The Planning and Zoning Commission of the City of Sherman will hold a public hearing on the day of Tuesday, August 21, 2018 at 5:00 P.M. in the City Council Chambers, at 220 W. Mulberry, to hear the request of:

Remington Sherman Automotive LLC (Owners), Brett Edmonson, The Ratliff Group, LLC (Representative) and NCA Partners (Architect) concerning the property at 600 East Lamberth Road, being part of Lots 6-8 and all of Lots 4 and 5, Block 4, Dr. J.H. Carraway's Subdivision and a .75 acre tract in the J. B. McAnair Survey, Abstract No. 763, containing 5.855 acres

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 two-sided digital billboard in a C-2 (General Commercial) District/O-1 (75 & 82 Overlay) District.

Board of Adjustments

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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

Scott Shadden
Secretary, Planning & Zoning Board

We oppose the changes to the current ordinance requested in the special use permit. We feel there is no need to change the restrictions in the current ordinance

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **B.16.**

Meeting Date: 03/18/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 6184, 6185, 6186, 6187, 6188, 6189, 6190, 6191, 6192, 6193, 6194, 6195, 6196, 6197 and 6198

Issue:

B. 1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6184**
Extending the Corporate Limits of Said City so as to Annex a 9.758 Acre Tract of Land on West Washington Street, West of F.M. 1417 (Heritage Parkway), Adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; Providing for a Municipal Service Plan

B. 2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6185**
Providing for Permanent "No Parking" Signs Restricting Parking along the North and South Sides of West Houston Street (S.H. 56) from Friendship Road to Ridgeview Road within the City Limits of the City of Sherman; Providing for a Penalty Provision

B. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6186**
Amending Chapter 14 of the Code of Ordinances, entitled "Zoning Ordinance", at Exhibit A, General Zoning Ordinance No. 2280, Adding a New Section 6.11 to be entitled "PD (Planned Development) District"

B. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6187**
Amending Chapter 10 of the Code of Ordinances, entitled "Subdivision Regulation", Exhibit A, Subdivision Ordinance No. 2684, at Section 26, entitled "Modification of Design Requirements, Minimum Improvements and Subdivision Regulations"

B. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6188**
Amending Chapter 3 of the Code of Ordinances, entitled “Building Regulations", Article 3.14, entitled “Permit, Development and Registration Fees", at Section 3.14.009, entitled “Zoning Request Fees”

B. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6189**
Amending Chapter 14 of the Code of Ordinances, entitled "Zoning Ordinance", Exhibit A, General Zoning Ordinance No. 2280, at Section 11, entitled “Schedule of Fees, Charges, and Expenses"

B. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6190**
Amending Chapter 10 of the Code of Ordinances, entitled "Subdivision Regulation", Exhibit A, Subdivision Ordinance No. 2684, at Section 5, entitled "Preliminary Plat"

B. 8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6191**
Amending Chapter 10 of the Code of Ordinances, entitled "Subdivision Regulation", Exhibit A, Subdivision Ordinance No. 2684, at Section 6, entitled "Final Plat"

B. 9. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6192**
Amending Chapter 10 of the Code of Ordinances, entitled "Subdivision Regulation", Exhibit A, Subdivision Ordinance No. 2684, at Section 8, entitled "Replatting"

B. 10. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6193**
Amending Chapter 14 of the Code of Ordinances, entitled "Zoning Ordinance", Exhibit A, General Zoning Ordinance No. 2280, Section 6.8.3, entitled "College Park Overlay District", at Subsection (4)(f)

B. 11. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6194**
Amending Chapter 14 of the Code of Ordinances, entitled "Zoning Ordinance", Exhibit A, General Zoning Ordinance No. 2280, Section 8, entitled "Administration and Enforcement; Building Permits, Certificates of Zoning Compliance, Temporary Use Permits, and Specific Use Permits", at Subsection (5)(a) to Amend the Requirements for Liquor Stores and Pawn Shops

B. 12. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6195**
Amending Chapter 14 of the Code of Ordinances, entitled "Zoning Ordinance", Exhibit A, General Zoning Ordinance No. 2280, at Section 6.5, entitled “C-2 (General Commercial) District"

B. 13. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6196**
Amending Chapter 14 of the Code of Ordinances, entitled "Zoning Ordinance", Exhibit A, General Zoning Ordinance No. 2280, Section 7, entitled "Supplementary District Regulations", at Subsection (13), entitled "Screening Device", to Amend the Requirements for a Screening Device

B. 14. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6197**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Bottling Works for B4C Distillery in an M-1 (Light Manufacturing) District at 5110 Marshall Street, being 3.39 acres in the J.B. Shannon Survey, Abstract No. 1085 (Paul Lane, Owner; and Brian Roder, Applicant); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

B. 15. **<u>INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6198</u>**

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Two-Sided Non-Digital, 300 Square Foot Billboard in a C-2 (General Commercia) District/O-1 (75 & 82 Overlay) District at 600 East Lamberth Road, being part of Lots 6-8 and all of Lots 4 and 5, Block 4, Dr. J.H. Carraway's Subdivision and a 0.75 acre tract in the J. B. McAnair Survey, Abstract No. 763, containing 5.855 acres (Remington Sherman Automotive, LLC, Owners; Brett Edmonson, The Ratliff Group, LLC, Representative/Engineer; and NCA Partners, Architect); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **B.17.**

Meeting Date: 03/18/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

C. 3. **** RESOLUTION NO. 6467***

Authorizing Execution of a Professional Services Agreement with Freeman-Millican, Inc. for Engineering Services for Design of the Sherman Wastewater Treatment Plant Primary Clarifier #1 Equipment Replacement and Sludge Transfer Station Rehabilitation

D. 1. **** PAYMENT APPROVAL***

Approval of City Participation in North Texas Municipal Water District Planning for Future Upgrade and Expansion of Lake Texoma Pump Station

E. 8. **** OTHER BUSINESS***

Replat Approval of Preston Club, The Classics Subdivision, Block 1, Lots 7R and 9R, being 0.764 acres in the Daniel Bickenbach Survey, Abstract No. 128 and all of Block 1, Lots 7, 8 and 9, Preston Club, The Classics Subdivision; James and Tina Harmon and Jerry O. & Sheryl L. Vaughan Revocable Living Trust, Owners; and Preston Trail Land Surveying, Surveyor (3014, 3018 and 3022 Preston Club Drive)

E. 9. **** OTHER BUSINESS***

Replat Approval of Lot 4B, Block 1, Crescent Oaks Plaza, being 1.690 acres in the J.B. McAnair Survey, Abstract No. 763 and Lot 4B of the Replat of Lot 4, Block 1, Crescent Oaks Plaza; SWBE LLC and Young Enterprises, LP, Owners; Jones Carter Engineering, Civil Engineeer/Surveyor; and Wes Johnston, Developer (1611 North U.S. Highway 75)

E. 10. **** OTHER BUSINESS***

Replat Approval of Lots 1 and 2, Davidson Addition, being 10.254 acres in the Benjamin Lindsay Survey, Abstract No. 733; Angel Ridge Properties, LLC, Owners; and Helvey-Wagner Surveying, Inc., Surveyor (8001 South U.S. Highway 75)

E. 11. **** OTHER BUSINESS***

Replat Approval of Mildred Heights Addition, Block 5, Lots 1R and 2R, being part of Lot 1 and all of Lot 2, Block 5, Mildred Heights Addition, containing 0.334 acres in the C. Carter Survey, Abstract No. 229; John and Zaida Burdett and Tammy Reeder Salas AKA Tammy Ray, Owners; and Preston Trail Land Surveying, Inc., Surveyor (1318 North Luckett Street and 1322 East Tuck Street)

E. 12. **** OTHER BUSINESS***

Final Plat Approval of Holton Addition in the City of Sherman's Extra Territorial Jurisdiction, being 1.289 acres in the Winifred Bailey Survey, Abstract No. 66; Robert Ladd Holton, Owner; and Underwood Drafting and Surveying, Surveyor (1744 Ladd Road)

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **C.1.**

Meeting Date: 03/18/2019

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6465

Declaring the City's Intention to Reimburse Itself from the Proceeds of Capital Lease Financing from U.S. Bancorp Government Leasing & Finance, Inc. for the Lease-Purchase Financing of Capital Equipment

Issue:

To declare the City's intention to reimburse itself from the proceeds of capital lease financing from U.S. Bancorp Government Leasing & Finance, Inc.

Background:

This resolution is a companion to the Lease Financing Resolution and allows the City to purchase the leased equipment from various vendors and request reimbursement from U.S. Bancorp Government Leasing & Finance, Inc.

Origination:

Finance Department

Financial Consideration:

There is no cost associated with the reimbursement resolution.

Staff Recommendation:

Staff recommends approval of the resolution.

Alternatives:

The Council could direct the staff to seek alternatives from U.S. Bancorp Government Leasing & Finance, Inc.

Attachments

Resolution No. 6465

RESOLUTION NO. 6465

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING THE CITY'S INTENTION TO REIMBURSE ITSELF FROM THE PROCEEDS OF CAPITAL LEASE FINANCING FROM U.S. BANCORP GOVERNMENT LEASING & FINANCE, INC. FOR THE LEASE-PURCHASE FINANCING OF CAPITAL EQUIPMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City of Sherman (the "Issuer") reasonably expects to reimburse capital expenditures described herein, costs of issuance or an expenditure described in Treasury Regulation Section 1.150-2(d)(3) promulgated under the Internal Revenue Code of 1986, as amended (the "Code"), with the proceeds of a Reimbursement Lease entered into by the Issuer (the "Reimbursement Lease").

SECTION 2. That except as provided in Section 7, the reimbursed expenditures have been paid not more than 60 days prior to the date of this Resolution.

SECTION 3. That the maximum principal component of Reimbursement Lease expected to be issued is $1,148,810.

SECTION 4. That the expenditures with respect to which the Issuer reasonably expects to be reimbursed from the proceeds of Reimbursement Lease are for the acquisition of street department equipment.

SECTION 5. That except as provided in Section 7, the Issuer shall allocate on its books the Reimbursement Lease proceeds to the expenditures described herein within eighteen months after the later of the date the original expenditure is paid or the date the Project is placed in service but not more than three years after the original expenditure is paid; provided, however, that if the Issuer qualifies as a small issuer under § 148 (f)(4)(D) of the Code, the Issuer shall allocate on its books the Reimbursement Lease proceeds to the expenditures described herein not later than three years after the date the original expenditure is paid, and further provided, that if the project is a long-term construction project and the Issuer and a licensed architect or engineer certify that five years is necessary to complete the project, the Issuer shall allocate on its books the Reimbursement Lease proceeds to the expenditures described herein within five years of the date of the payment of the original expenditure (and the Issuer hereby certifies that five years is necessary to complete the Project).

SECTION 6. That the Issuer agrees that it will not use any reimbursed funds to pay debt service or to pay previously financed expenditures and represents that the reimbursement does not constitute any type of artifice or device to avoid arbitrage yield restriction or rebate requirements.

SECTION 7. That Sections 2 and 5 shall not apply (i) to funds allocated to reimburse costs of issuance, (ii) to an amount not in excess of the lesser of $100,000 or five percent of the proceeds of the Reimbursement Lease, or (iii) to an amount not in excess of twenty percent of the aggregate issue price that is reasonably expected to finance preliminary expenditures. Preliminary expenditures include architectural, engineering, surveying, soil testing, reimbursement bond issuance and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of the Project, other than land acquisition, site preparation and similar costs incident to commencement of construction.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **C.2.**

Meeting Date: 03/18/2019

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6466

Awarding a Bid to and Authorizing Execution of an Agreement with U.S. Bancorp Government Leasing & Finance, Inc. for the Lease-Purchase Financing of Capital Equipment

Issue:

Award of financing for the lease-purchase of various pieces of capital equipment

Background:

The City solicited proposals in February for financing the following pieces of capital equipment to be used by the Street Department:

Motor Grader	$291.848.00
Split Drum Roller	$129,200.00
Flip Screen Attachment	$66,595.00
Pneumatic Roller	$156,602.00
Paver	$421,265.00
Skid Steer	$83,300.00
Total	$1,148,810.00

Six responses were received. The lowest proposed rate of 2.84% was submitted by U.S. Bancorp Government Leasing & Finance, Inc. of Denver, Colorado (U.S. Bancorp). The financing term is seven years. All of the equipment being financed has a useful life of at least fifteen years. After the City Council awards the financing, the winning bidder will prepare the final lease documents to be signed by the City Manager.

Origination:

Finance Department

Financial Consideration:

Annual debt service on $1,148,810.00 will be approximately $182,000.00.

Staff Recommendation:

It is recommended that the Council award the lease-purchase financing of capital equipment to U.S. Bancorp Government Leasing & Finance, Inc. and authorize the City Manager to execute the lease documents prepared by U.S. Bancorp with the terms and conditions stated in the proposal.

Alternatives:

The Council could instruct the staff to seek alternative forms of financing.

Attachments

Resolution No. 6466

Proposal for Financing

Bid Tabulation

RESOLUTION NO. 6466

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH U.S. BANCORP GOVERNMENT LEASING & FINANCE, INC. FOR THE LEASE-PURCHASE FINANCING OF CAPITAL EQUIPMENT; 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 U.S. Bancorp Government Leasing & Finance, Inc. of Denver, Colorado, is hereby awarded an agreement for the lease-purchase financing of capital equipment, in accordance with all bid documentation attached hereto and incorporated herein for all purposes.

SECTION 2. That the City Manager be and is hereby authorized and directed, subject to all contract documents being completed and approved as to form and content by the City Attorney, to execute an agreement with U.S. Bancorp Government Leasing & Finance, Inc. of Denver, Colorado, for the lease-purchase financing of capital equipment, in accordance with the equipment lease-purchase agreement provided by U.S. Bancorp Government Leasing & Financing, Inc., attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYER, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY, CITY ATTORNEY

City of Sherman

Tabulation Report RFP #2019-08 - Request for Proposals for Capital Equipment Lease Financing Vendor: U.S. Bancorp Government Leasing and Finance, Inc.

General Comments: Thank you for the opportunity to provide the City with a financing offer. I look forward to hearing the bid results.

General Attachments: City Bid form.pdf
Microsoft Word - USBGLF Proposal - City of Sherman TX 030519.pdf
Sample documents.pdf

usbancorp

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Government Leasing and Finance

March 5, 2019

City of Sherman, TX
Attn: Craig Long, Budget Analyst
Finance Department
405 N. Rusk
Sherman, TX 75091

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). **This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.**

Customer:	**City of Sherman, TX**						
Lessor:	**U.S. Bancorp Government Leasing and Finance, Inc.**						
PROPERTY:	**Various Equipment**						
EXPIRATION:	**May 5, 2019**						
LEASE QUOTE:	**Amount**	**Rate**	**Payments**	**Factor**	**Pmts / Year**	**Term**	**Adv. / Arr.**
Opt A	**1,418,810.00**	**2.84%**	**45,390.80**	**0.039511**	**4**	**84 Months**	**Arrears**
Opt B	**1,418,810.00**	**3.12%**	**45,835.36**	**0.039898**	**4**	**84 Months**	**Arrears**

Notes: There are no fees associated with this offer including the establishment and use of a U.S. Bank, N.A. escrow account should one be required. Opt A, prepayment permitted in full at the LESSER of the break funding cost or 103% of remaining principal. Opt B, prepayment permitted in full after 12 months at 100% of remaining principal. A reimbursement resolution will be required in order to reimburse the City for expenditures. USBGLF can provide a sample form if requested. ?

The Lease will be structured as a tax-exempt municipal lease, with title in the Lessee's name and USBGLF holding a security interest in the equipment during the term. The lease is "triple-net" with the Lessee responsible for taxes, maintenance and insurance. Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Lessee pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Lessee within a reasonable time and in form and substance acceptable to Lessee, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the Lessee. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel.

Opt A prepayment 103% of remaining prin.

Opt B After 12 mo. 100% of remaining prin.

Sincerely,

Tasha Barreau

Tasha Barreau
Vice President
U.S. Bancorp Government Leasing & Finance, Inc.
303-330-4160
Tasha.barreau@usbank.com

usbancorp.

All of us serving you®

Government Leasing and Finance

Payment Tables

(Assumes funding April 14, 2019)

Opt A: 2.84%

date	payment	principal	interest	prepayment balance
4/14/2019	-	-	-	
7/15/2019	45,390.80	37,143.62	8,247.18	1,145,016.37
10/15/2019	45,390.80	37,497.97	7,892.83	1,106,393.46
1/15/2020	45,390.80	37,764.21	7,626.60	1,067,496.33
4/15/2020	45,390.80	38,032.33	7,358.47	1,028,323.03
7/15/2020	45,390.80	38,302.36	7,088.44	988,871.59
10/15/2020	45,390.80	38,574.31	6,816.49	949,140.06
1/15/2021	45,390.80	38,848.19	6,542.62	909,126.42
4/15/2021	45,390.80	39,124.01	6,266.79	868,828.70
7/15/2021	45,390.80	39,401.79	5,989.01	828,244.85
10/15/2021	45,390.80	39,681.54	5,709.26	787,372.87
1/15/2022	45,390.80	39,963.28	5,427.52	746,210.69
4/15/2022	45,390.80	40,247.02	5,143.78	704,756.26
7/15/2022	45,390.80	40,532.77	4,858.03	663,007.50
10/15/2022	45,390.80	40,820.56	4,570.25	620,962.33
1/15/2023	45,390.80	41,110.38	4,280.42	578,618.64
4/15/2023	45,390.80	41,402.27	3,988.54	535,974.30
7/15/2023	45,390.80	41,696.22	3,694.58	493,027.19
10/15/2023	45,390.80	41,992.26	3,398.54	449,775.16
1/15/2024	45,390.80	42,290.41	3,100.39	406,216.04
4/15/2024	45,390.80	42,590.67	2,800.13	362,347.65
7/15/2024	45,390.80	42,893.07	2,497.74	318,167.79
10/15/2024	45,390.80	43,197.61	2,193.20	273,674.25
1/15/2025	45,390.80	43,504.31	1,886.49	228,864.82
4/15/2025	45,390.80	43,813.19	1,577.61	183,737.23
7/15/2025	45,390.80	44,124.26	1,266.54	138,289.24
10/15/2025	45,390.80	44,437.55	953.26	92,518.57
1/15/2026	45,390.80	44,753.05	637.75	46,422.92
4/15/2026	45,390.80	45,070.80	320.00	(0.00)
total	1,270,942.45	1,148,810.00	122,132.45	

Opt B: 3.12%

date	payment	principal	interest	prepayment balance
4/14/2019	-	-	-	
7/15/2019	45,835.36	36,775.08	9,060.28	1,112,034.92
10/15/2019	45,835.36	37,161.49	8,673.87	1,074,873.44
1/15/2020	45,835.36	37,451.35	8,384.01	1,037,422.09
4/15/2020	45,835.36	37,743.47	8,091.89	999,678.62
7/15/2020	45,835.36	38,037.87	7,797.49	961,640.76
10/15/2020	45,835.36	38,334.56	7,500.80	923,306.20
1/15/2021	45,835.36	38,633.57	7,201.79	884,672.63
4/15/2021	45,835.36	38,934.91	6,900.45	845,737.71
7/15/2021	45,835.36	39,238.60	6,596.75	806,499.11
10/15/2021	45,835.36	39,544.67	6,290.69	766,954.44
1/15/2022	45,835.36	39,853.11	5,982.24	727,101.33
4/15/2022	45,835.36	40,163.97	5,671.39	686,937.36
7/15/2022	45,835.36	40,477.25	5,358.11	646,460.11
10/15/2022	45,835.36	40,792.97	5,042.39	605,667.14
1/15/2023	45,835.36	41,111.16	4,724.20	564,555.99
4/15/2023	45,835.36	41,431.82	4,403.54	523,124.17
7/15/2023	45,835.36	41,754.99	4,080.37	481,369.18
10/15/2023	45,835.36	42,080.68	3,754.68	439,288.50
1/15/2024	45,835.36	42,408.91	3,426.45	396,879.59
4/15/2024	45,835.36	42,739.70	3,095.66	354,139.89
7/15/2024	45,835.36	43,073.07	2,762.29	311,066.82
10/15/2024	45,835.36	43,409.04	2,426.32	267,657.79
1/15/2025	45,835.36	43,747.63	2,087.73	223,910.16
4/15/2025	45,835.36	44,088.86	1,746.50	179,821.30
7/15/2025	45,835.36	44,432.75	1,402.61	135,388.55
10/15/2025	45,835.36	44,779.33	1,056.03	90,609.22
1/15/2026	45,835.36	45,128.61	706.75	45,480.61
4/15/2026	45,835.36	45,480.61	354.75	0.00
total	1,283,390.05	1,148,810.00	134,580.05	

References

City of Longview, TX
PO Box 1952
Longview, TX 75606
Jaye Latch
903-237-1324
jlatch@longviewtexas.gov

City of Rowlett, TX
4000 Main Street
Rowlett, TX 75088
Allyson Wilson
972-412-6131
awilson@rowlett.com

City of Pharr, TX
PO Box 1729
Pharr, TX 78577
Karla Moya
956-402-4150 x1907
Karla.moya@pharr-tx.gov

U.S. Bank Financial statements:

https://www.usbank.com/annual-report/2018/downloads.html

Company Submitting Proposal

Name of company: U.S. Bancorp Government Leasing & Finance

Contact: Tasha Barreau

Address: 950 17th Street

City, State, Zip: Denver, CO, 80202

Telephone Number: 303.330.4160

Fax Number:

Email: tasha.barreau@usbank.com

Proposed Rate (APR), Bank Qualified: 2.84% or 3.12%

Total sum of expected payments over life of lease: 1,270,942.45 or 1,283,390.05

By signing this form, the undersigned represents that he/she has full authority to bind this company to the terms contained in this proposal:

Name of authorized officer or agent: Tasha Barreau

Title: VP

Signature: Tasha Barreau

Date: 3-5-19

DOCUMENT CHECKLIST

PLEASE EXECUTE ONE (1) ORIGINAL SET OF ALL DOCUMENTS
(NO FRONT & BACK COPIES, PLEASE)

RETURN ALL ORIGINALS TO:
U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
<<DOCUMENTATIONSPECIALIST>>
950 17TH STREET, 8TH FLOOR
DENVER, CO 80202
<<DOCUMENTATIONSPECIALISTPHONE>>

☐

☐ **Master Tax-Exempt Lease/Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.

☐ **Addendum/Amendment to Master Tax-Exempt Lease/Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.

☐ **Property Schedule No. <<Schedule#>>** - This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.

☐ **Property Description and Payment Schedule – Exhibit 1**

☐ **Lessee's Counsel's Opinion – Exhibit 2**. This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.

☐ **Lessee's General and Incumbency Certificate – Exhibit 3**. Include in your return package a copy of the board minutes or resolution for our files.

☐ **Payment of Proceeds Instructions – Exhibit 4**. [Intentionally Omitted.][Lessee to make as many copies as are needed to pay all vendors for this transaction and fill out with their payment information. Execute signature block at the bottom of the page.]

- **IRS Form W-9.** This document should be completed for each vendor being paid. Please make copies and fill out as many as are needed.

☐ **Acceptance Certificate – Exhibit 5**. [Intentionally Omitted.][The date that all equipment is delivered, installed and accepted is the date that should be placed on the "DATE" line. If moneys are being deposited into escrow this exhibit should be held and returned with the final disbursement from the escrow account.]

☐ **Bank Qualification and Arbitrage Rebate – Exhibit 6.**

☐ **Notification of Tax Treatment –** Please provide your State of Sales/Use tax Exemption Certificate.

☐ **Form 8038-G or GC** – Blank form and instructions provided to Lessee. Please consult your CPA, local legal or bond counsel to fill out.

☐ **Vehicle Titling Memo**

☐ **Insurance Authorization and Verification** – To be filled out by the Purchaser and sent to your insurance carrier. A valid insurance certificate, or self-insurance letter if the Purchaser self-insures, is required prior to funding.

☐ **Invoice for First Payment -** [Included for your convenience.][The first payment must be received for funding to occur.]

SAMPLE

Master Tax-Exempt Lease/Purchase Agreement

Between: U.S. Bank Equipment Finance, a division of U.S. Bank National Association (the "Lessor")
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

And: <<Lessee>> (the "Lessee")
<<LesseeAddress1>>
<<LesseeAddress2>>
<<LesseeCity>>, <<LesseeState>> <<LesseeZip>>
Attention: <<LesseeContact>>
Telephone: <<LesseePhone>>

Dated: <<MasterLeaseDate>>

SAMPLE

ARTICLE I
DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Tax-Exempt Lease/Purchase Agreement, including all exhibits and schedules attached hereto.

"Code" is defined in Section 3.01(f).

"Commencement Date" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in such Property Schedule.

"Event of Default" is defined in Section 13.01.

"Lease Payments" means the Lease Payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"**Lease Payment Dates"** means the Lease Payment dates for the Lease Payments as set forth in each Property Schedule.

"Lease Term" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"Lessee" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"Lessor" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"Nonappropriation Event" is defined in Section 6.06.

"Original Term" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"Property" means, collectively, the property lease/purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchase Price" means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Property Schedule, as provided in Section 11.01 and as set forth in the Property Schedule.

"Renewal Terms" means the renewal terms of a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year.

"State" means the state where Lessee is located.

"Vendor" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Lessor or Lessee purchased or is purchasing all or any portion of the Property.

ARTICLE II

2.01 **Property Schedules Separate Financings.** Each Property Schedule executed and delivered under this Agreement shall be a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or a Nonappropriation Event with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Lease Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property financed or Lease Payments payable under any other Property Schedules unless an Event of Default or Nonappropriation Event has also occurred under such other Property Schedules.

ARTICLE III

3.01 **Covenants of Lessee.** As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor as follows:

(a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the acquisition by Lessee of the Property thereunder. On or before the Commencement Date for the Property Schedule, Lessee shall cause to be delivered an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.

(d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.

(e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor.

(f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Lease Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.

(g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.

(h) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior notice to Lessor.

ARTICLE IV

4.01 **Lease of Property**. On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

4.02 **Lease Term.** The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Lease Payment set forth in such Property Schedule and the exercise of the Purchase Option described in Section 11.01, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 **Delivery, Installation and Acceptance of Property.** Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule.

ARTICLE V

5.01 **Enjoyment of Property.** Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

5.02 **Location; Inspection.** The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

ARTICLE VI

6.01 **Lease Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Lease Payments for a fiscal year, the Lease Payments for said fiscal year, and only the Lease Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

6.02 **Payment of Lease Payments.** Lessee shall promptly pay Lease Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Lease Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Lessor from such delinquent Lease Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

6.03 **Interest Component.** A portion of each Lease Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Lease Payment thereunder during the Lease Term.

6.04 **Lease Payments to be Unconditional.** SUBJECT TO SECTION 6.06, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

6.05 **Continuation of Lease by Lessee.** Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Lease Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term of all Property Schedules can be obtained. Lessee agrees that its staff will provide during the budgeting process for each budget year to the governing body of Lessee notification of any Lease Payments due under the Property Schedules during the following budget year. Notwithstanding this covenant, if Lessee fails to appropriate the Lease Payments for a Property Schedule pursuant to Section 6.06, such Property Schedule shall terminate at the end of the then current Original Term or Renewal Term. Although Lessee has made this covenant, in the event that it fails to provide such notice, no remedy is provided and Lessee shall not be liable for any damages for its failure to so comply.

SAMPLE

6.06 **Nonappropriation.** If during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Lease Payments required under a Property Schedule for the following fiscal year, Lessee shall be deemed to not have renewed such Property Schedule for the following fiscal year and the Property Schedule shall terminate at the end of the then current Original Term or Renewal Term and Lessee shall not be obligated to make Lease Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property under said Property Schedule to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Property Schedule by reason of a Nonappropriation Event, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In addition, Lessor may, by written instructions to any escrow agent who is holding proceeds of the Property Schedule, instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Property Schedule and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

6.07 **Defeasance of Lease Payments.** Lessee may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of an interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Lessor in the Property under said Property Schedule shall terminate. Lessee shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Lease Payments on said Property Schedule is not adversely affected.

6.08 **Gross-Up.** If an Event of Taxability occurs with respect to a Property Schedule, the interest component of Lease Payments on the Property Schedule shall thereafter be payable at the Taxable Rate, and Lessee shall pay to Lessor promptly following demand an amount sufficient to supplement prior Lease Payments on such Property Schedule so that Lessor receives the interest component of such Lease Payments, retroactive to the date as of which the interest component is determined to be includible in the gross income of Lessor for federal income tax purposes, calculated at the Taxable Rate, together with any penalties and interest actually imposed on Lessor as a result of the Event of Taxability. For purposes of this Section, "Event of Taxability" means, with respect to a Property Schedule, (a) a final determination by the Internal Revenue Service or a court of competent jurisdiction that the interest component of Lease Payments on the Property Schedule is includible for federal income tax purposes in the gross income of Lessor, or (b) receipt by Lessor of a written opinion of a nationally recognized public finance lawyer or law firm to the effect that there exists substantial doubt whether the interest component of Lease Payments on the Property Schedule is excludible for federal income tax purposes from the gross income of Lessor, in each case due to any action or failure to take action by Lessee. "Taxable Rate" means the interest rate at which the interest component of Lease Payments on a Property Schedule was originally calculated, divided by 0.79.

ARTICLE VII

7.01 **Title to the Property.** Upon acceptance of the Property by Lessee and unless otherwise required by the laws of the State, title to the Property shall vest in Lessee, subject to Lessor's interests under the applicable Property Schedule and this Agreement.

7.02 **Personal Property.** The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.03 **Security Interest.** To the extent permitted by law and to secure the performance of all of Lessee's obligations under this Agreement with respect to a Property Schedule, including without limitation all Property Schedules now existing are hereafter executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Property under the Property Schedule, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, which Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest.

ARTICLE VIII

8.01 **Maintenance of Property by Lessee.** Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

8.02 **Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Lease Payments payable by Lessee under this Agreement and the Property Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

8.03 **Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Lease Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

8.04 **Advances.** In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the applicable Property Schedule and shall be due and payable on the next Lease Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE IX

9.01 Damage or Destruction. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its right to defease the Property Schedule as provided herein, or unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

9.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Lessee shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.02, or (b) defease the Property Schedule pursuant to Section 6.07, or (c) exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Lessee.

ARTICLE X

10.01 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

10.02 Vendor's Warranties. Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.

10.03 Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

10.04 Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Option to Purchase. Lessee shall have the option to purchase Lessor's entire interest in all of the Property subject to a Property Schedule and to terminate any restrictions herein on the Property under such Property Schedule on the last day of the Lease Term for a Property Schedule, if the Property Schedule is still in effect on such day, upon payment in full of the Lease Payments due thereunder plus payment of One (1) Dollar to Lessor. Upon exercise of the purchase option as set forth in this Section 11.01 and payment of the purchase price under the applicable Property Schedule, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Property subject to such Property Schedule to Lessee.

11.02 Option to Prepay. Lessee shall have the option to prepay in whole the Lease Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule. Lessee shall give written notice to Lessor of its intent to purchase Lessor's interest in the Property at least sixty (60) days prior to the last day of the Lease Term for applicable Property Schedule.

ARTICLE XII

12.01 Assignment by Lessor. Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 Property Schedules Separate Financings. Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

12.03 Assignment and Subleasing by Lessee. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

12.04 Release and Indemnification Covenants. To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the loss of federal tax exemption of the interest on any of the Property Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or negligent conduct, or for Losses arising out of or resulting from Lessor's preparation of disclosure material relating to certificates of participation in this Agreement and any Property Schedule (other than disclosure material provided to Lessor by Lessee). The indemnification

arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

ARTICLE XIII

13.01 **Events of Default Defined.** Any of the following shall constitute an "Event of Default" under a Property Schedule:

(a) Failure by Lessee to pay any Lease Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

A Nonappropriation Event is not an Event of Default.

13.02 **Remedies on Default**. Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without terminating the Property Schedule, and by written notice to Lessee, Lessor may declare all Lease Payments and other amounts payable by Lessee thereunder to the end of the then-current budget year of Lessee to be due, including without limitation delinquent Lease Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;

(b) Lessor may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Property Schedule, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee except with respect to unpaid costs and expenses incurred by Lessor in connection with the disposition of the Property;

(c) By written notice to any escrow agent who is holding proceeds of the Property Schedule, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Property Schedule;

(d) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

Notwithstanding the foregoing, if the proceeds are insufficient to pay items (i) to (iii) in Section 13.02(b) in whole, Lessee shall remain obligated after application of proceeds to items (i) and (ii), to pay in whole the amounts for item (iii).

13.03 **No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

13.04 **Costs and Attorney Fees.** Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XIV

14.01 **Notices**. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses as specified on the first page of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

14.02 **Arbitrage Certificates.** Unless a separate Arbitrage Certificate is delivered on the Commencement Date, Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Property Schedule:

(a) The estimated total costs, including taxes, freight, installation, and cost of issuance, of the Property under the Property Schedule will not be less than the total principal amount of the Lease Payments.

(b) The Property under the Property Schedule has been ordered or is expected to be ordered within six months after the Commencement Date and the Property is expected to be delivered and installed, and the Vendor fully paid, within eighteen months from the Commencement Date. Lessee will pursue the completion of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence.

SAMPLE

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Lease Payments under the Property Schedule, or (ii) that may be used solely to prevent a default in the payment of the Lease Payments under the Property Schedule.

(d) The Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Lease Payments under the Property Schedule.

(e) There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Property Schedule; (ii) are being sold pursuant to the same plan of financing as the Property Schedule; and (iii) are expected to be paid from substantially the same source of funds.

(f) The officer or official who has executed the Property Schedule on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Lessee set forth herein are reasonable.

14.03 **Further Assurances**. Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

14.04 **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

14.05 **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.06 **Waiver of Jury Trials.** Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof.

14.07 **Amendments, Changes and Modifications.** This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of all assignees shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.08 **Execution in Counterparts.** This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.09 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

14.10 **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

14.11 **Continuing Disclosure.** Lessor acknowledges that, in connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Agreement and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Agreement, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Lessee shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lessor or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Lessee acknowledges and agrees that Lessor is not responsible in connection with any EMMA Notice relating to this Agreement for Lessee's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: U.S. Bank Equipment Finance, a division of U.S. Bank National Association
By:
Name:
Title:

Lessee: <<Lessee>>
By:
Name:
Title:

Attest:
By:
Name:
Title:

SAMPLE

ADDENDUM (TEXAS)
Master Tax-Exempt Lease/Purchase Agreement

THIS ADDENDUM, which is entered into as of <<MasterLeaseDate>> between U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("Lessor") and <<Lessee>> ("Lessee"), is intended to modify and supplement the Master Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee of even date herewith (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

Lessor and Lessee agree that lease participation certificates in any Property Schedule shall not be issued without the approval of the Texas Attorney General.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: U.S. Bank Equipment Finance, a division of U.S. Bank National Association
By:
Name:
Title:

Lessee: <<Lessee>>
By:
Name:
Title:

Attest:
By
Name:
Title:

SAMPLE

Property Schedule No. <<Schedule#>>

Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. <<Schedule#>>** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of <<MasterLeaseDate>>, between U.S. Bank Equipment Finance, a division of U.S. Bank National Association, and <<Lessee>>.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.

2. Commencement Date. The Commencement Date for this Property Schedule is <<StartDate>>.

3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.

4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.

5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.

6. Proceeds. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 4. [Exhibit 4 is intentionally omitted.]

7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5. [Exhibit 5 is intentionally omitted.]

8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.

   <<BREAKFUNDING LANGUAGE – for NEW Schedules>> This Property Schedule No. **<<Schedule#>>** is subject to optional redemption before maturity at the sole option of the Lessee from any available monies at any time, in whole and not in part, on any date after <<INSERT DATE AFTER 13 MONTHS>>, at a redemption price equal to 100% of the outstanding principal amount of this Property Schedule, plus interest accrued to the date fixed for redemption, plus a prepayment indemnity ("Prepayment Fee") equal to the greater of zero, or that amount, calculated on any date of redemption ("Prepayment Date"), which is derived by subtracting: (a) the outstanding principal amount of the Property Schedule on such Prepayment Date from (b) the Net Present Value of the outstanding principal amount of the Property Schedule on such Prepayment Date; provided, however, that the Prepayment Fee shall not in any event exceed the maximum prepayment fee permitted by applicable law.
   "Net Present Value" shall mean the amount which is derived by summing the present values of each prospective payment of principal (including mandatory sinking fund redemptions) and interest which, without such full or partial prepayment, could otherwise have been received by the Lessor over the shorter of the remaining contractual life of the Property Schedule. The individual discount rate used to present value each prospective payment of interest and/or principal shall be the Money Market Rate At Prepayment for the maturity matching that of each specific payment of principal and/or interest.
   "Money Market Rate At Prepayment" shall mean that zero-coupon rate, calculated on the Prepayment Date, and determined solely by the Lessor, as the rate at which the Lessor would be able to borrow funds in Money Markets for the prepayment amount matching the maturity of a specific prospective Property Schedule payment, adjusted for any reserve requirement and any subsequent costs arising from a change in government regulation. A separate Money Market Rate At Prepayment will be calculated for each prospective interest and/or principal payment date.
   "Money Markets" shall mean one or more wholesale funding markets available to and selected by the Lessor, including negotiable certificates of deposit, commercial paper, Eurodollar deposits, bank notes, federal funds, interest rate swaps or others.
   In calculating the amount of such Prepayment Fee, the Lessor is hereby authorized by the Lessee to make such assumptions regarding the source of funding, redeployment of funds and other related matters, as the Lessor may deem appropriate. If the Lessee fails to pay any Prepayment Fee when due, the amount of such Prepayment Fee shall thereafter bear interest until paid at the rate per annum that would be applicable to this Property Schedule following a Rate Increase Trigger Event. The Lessor's internal records of applicable interest rates shall be determinative in the absence of manifest error.
   The Lessee hereby acknowledges to the Lessor that the Lessee shall be required to pay the Prepayment Fee with respect to any portion of the principal balance paid before its scheduled due date or the date of a mandatory sinking fund redemption payment with respect thereto, whether voluntarily, involuntarily, or otherwise, including without limitation any principal payment made following default, demand for payment, collection proceedings, foreclosure, sale or other disposition of collateral, bankruptcy or other insolvency proceedings, or otherwise. Such Prepayment Fee shall at all times be an obligation as well as an undertaking by the Lessee to the Lessor whether arising out of a voluntary or mandated prepayment.

9. Private Activity Issue. Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.

SAMPLE

10. Bank Qualification and Arbitrage Rebate. Attached as Exhibit 6.

11. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by <<ExpirationDate>>.

12. **<<For EXISTING Schedules>>** Continuing Disclosure. Lessor acknowledges that, in connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Property Schedule and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Property Schedule, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Lessee shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lessor or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Lessee acknowledges and agrees that Lessor is not responsible in connection with any EMMA Notice relating to this Property Schedule for Lessee's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: U.S. Bank Equipment Finance, a division of U.S. Bank National Association
By:
Name:
Title:

Lessee: <<Lessee>>
By:
Name:
Title:

Attest:
By
Name:
Title:

SAMPLE

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. <<Schedule#>>** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bank Equipment Finance, a division of U.S. Bank National Association and <<Lessee>>.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

_____
Address

_____
City, State Zip Code

USE: <<Brief Equipment Description>> - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: $<<Amount>>

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)

Interest Rate: <<InterestRate>>

Lessee: <<Lessee>>
By:
Name:
Title:

SAMPLE

EXHIBIT A

Property Description

Equipment as described in <<Vendor>>'s Quote No. <<QuoteNo.>>, dated <<QuoteDate>>, [incorporated herein by this reference][inserted below].

SAMPLE

EXHIBIT 2

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

<<StartDate>>

U.S. Bank Equipment Finance, a division of U.S. Bank
National Association
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

<<Lessee>>
<<LesseeAddress1>>
<<LesseeAddress2>>
<<LesseeCity>>, <<LesseeState>> <<LesseeZip>>
Attention: <<LesseeContact>>

RE: Property Schedule No. <<Schedule#>> to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bank Equipment Finance, a division of U.S. Bank National Association and <<Lessee>>.

Ladies and Gentlemen:

We have acted as special counsel to <<Lessee>> ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of <<MasterLeaseDate>> (the "Master Agreement"), between <<Lessee>>, as lessee, and U.S. Bank Equipment Finance, a division of U.S. Bank National Association as lessor ("Lessor"), and the execution of Property Schedule No. <<Schedule#>> (the "Property Schedule") pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.

3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

SAMPLE

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: _____

Name: _____

Title: _____

Dated: _____

SAMPLE

EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Property Schedule No. <<Schedule#>>** dated as of <<StartDate>> to the Master Tax-Exempt Lease/Purchase Agreement dated <<MasterLeaseDate>> between U.S. Bank Equipment Finance, a division of U.S. Bank National Association and <<Lessee>>.

The undersigned, being the duly elected, qualified and acting _____
(Title of Person to Execute Lease/Purchase Agreement)
of the <<Lessee>> ("Lessee") does hereby certify, as of <<StartDate>>, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of <<StartDate>>.

<<Lessee>>

By _____
Signature of Person to Execute Lease/Purchase Agreement

_____
Print Name and Title of Person to Execute Lease/Purchase Agreement

SAMPLE

INCUMBENCY CERTIFICATE

Re: **Property Schedule No. <<Schedule#>>** dated as of <<StartDate>> to the Master Tax-Exempt Lease/Purchase Agreement dated as of <<MasterLeaseDate>> between U.S. Bank Equipment Finance, a division of U.S. Bank National Association and <<Lessee>>.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the <<Lessee>> ("Lessee") does hereby certify, as of <<StartDate>>, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

_____ _____

(Signature of Person to Execute Lease/Purchase Agreement) (Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of <<StartDate>>.

_____

Secretary/Clerk

Print Name
and Title: _____

SAMPLE

EXHIBIT 4

Payment of Proceeds Instructions

Intentionally Omitted.

U.S. Bank Equipment Finance, a division of U.S. Bank National Association
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: Property Schedule No. <<Schedule#>> (the "Property Schedule") to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("Lessor") and <<Lessee>> ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: _____

By Check: _____ By Wire Transfer: _____

If by check, Payee's Address: _____

_____

_____

If by wire transfer, instructions as follows:

Pay to Bank Name: _____

Bank Address: _____

Bank Phone #: _____

For Account of: _____

Account No: _____

ABA No.: _____

Lessee: <<Lessee>>
By:
Name:
Title:

SAMPLE

EXHIBIT 5

Acceptance Certificate

Intentionally Omitted.

U.S. Bank Equipment Finance, a division of U.S. Bank National Association
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: **Property Schedule No. <<Schedule#>>** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bank Equipment Finance, a division of U.S. Bank National Association and <<Lessee>>

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("Lessor"), as follows:

(1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.

(2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: _____

Lessee: <<Lessee>>
By:
Name:
Title:

SAMPLE

EXHIBIT 6

Bank Qualification And Arbitrage Rebate

U.S. Bank Equipment Finance, a division of U.S. Bank National Association
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: **Property Schedule No. <<Schedule#>>** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bank Equipment Finance, a division of U.S. Bank National Association and <<Lessee>>

PLEASE CHECK EITHER:

Bank Qualified Tax-Exempt Obligation under Section 265

_____ Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding $10,000,000.

or

_____ Not applicable.

Arbitrage Rebate

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.

Lessee: <<Lessee>>
By:
Name:
Title:

***Please be sure to select ONE option above.**

SAMPLE

Language for UCC Financing Statements

Property Schedule No. <<Schedule#>>

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: <<Lessee>>

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Property Schedule No. <<Schedule#>> dated <<StartDate>> to that certain Master Tax-Exempt Lease Purchase Agreement dated as of <<MasterLeaseDate>>, in each case between Debtor, as Lessee, and Secured Party, as Lessor, together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

SAMPLE

Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of <<MasterLeaseDate>> and the related Property Schedule No. <<Schedule#>> dated <<StartDate>>, between Lessor and Lessee (the "Agreement").

_____ Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes

_____ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package

_____ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State

_____ Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes

_____ Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: <<Lessee>>
By:
Name:
Title:

SAMPLE

VEHICLE TITLING ADDENDUM

Master Tax-Exempt Lease/Purchase Agreement dated <<MasterLeaseDate>> and related Property Schedule No. <<Schedule#>> dated <<StartDate>>, between <<Lessee>> as Lessee and U.S. Bancorp Government Leasing and Finance, Inc. as Assignee.

1. Assignee and Lessee hereby agree to amend the above referenced Agreement to add additional terms and conditions as set forth below:

> Lessee agrees that it will provide to Assignee the original title documentation to the Equipment. Lessee shall provide such title documentation to Assignee within 15 days of Lessee's receipt of such title documentation from the appropriate titling authority. Lessee's failure to provide Assignee with title documentation to the Equipment in a timely fashion shall be deemed a condition of Default as defined in the default paragraph herein subject to remedies available to Assignee pursuant to the remedies paragraph.

2. Location: Assignee agrees that in regard to the location of the equipment, Lessee must be responsible for maintaining records showing the location of each piece of Leased equipment. Lessee will report this location to Assignee upon written request by Assignee. Failure to do so shall constitute a breach of the Agreement, which default shall be governed by the terms and conditions specified in the default and/or remedies paragraph of the Agreement.

3. Lessee will complete the physical titling of the vehicle as required by the state of Lessee's residence and guarantee U.S. Bancorp Government Leasing and Finance, Inc. that U.S. Bancorp Government Leasing and Finance, Inc. will receive the original title to the leased vehicle in a timely manner. Lessee agrees to indemnify U.S. Bancorp Government Leasing and Finance, Inc. from any damage or loss it incurs, including legal fees, due to its failure to complete its agreement herein.

THE APPLICATION FOR TITLE MUST INCLUDE THE FOLLOWING AS 1ST LIEN HOLDER:

U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
1310 MADRID STREET
MARSHALL, MN 56258

By signing this Addendum, Lessee acknowledges the above changes to the Agreement and authorizes Assignee to make such changes. In all other respects the terms and conditions of the Agreement remain in full force and effect.

Assignee: U.S. Bancorp Government Leasing and Finance, Inc.	**Lessee: <<Lessee>>**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

SAMPLE

INSURANCE AUTHORIZATION AND VERIFICATION

Date: <<StartDate>>

Property Schedule No: <<Schedule#>>

To: <<Lessee>> (the "Lessee")

From: U.S. Bank Equipment Finance, a division of U.S. Bank National Association (the "Lessor")
1310 Madrid Street
Marshall, MN 56258

TO THE LESSEE: In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

> **Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.**
>
> **Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than $1,000,000.00 (one million dollars).**
>
> **Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' $<<Amount>>, with deductibles no more than $10,000.00.**

**Lessee: Please execute this form and return with your document package.* Please fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements.

By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Agency/Agent:		
Address:		
Phone/Fax:		
Email:		

Lessee: <<Lessee>>
By:
Name:
Title:

TO THE AGENT: ***In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at <<DocumentationSpecialistFax>>. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.***

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Print Name of Agency: **X**_____

By: **X**_____
(Agent's Signature)

Print Name: **X**_____ Date: **X**_____

Insurable Value: $<<Amount>>

ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO.: <<Schedule#>>

SAMPLE

usbancorp

All of us serving you®

Government Leasing and Finance

U.S. Bank is currently the fifth largest bank in the United States. We provide comprehensive banking services for many State and local government agencies throughout the United States. Unprecedented financial upheaval during the past few years and the record number of failing banks in both 2009 and 2010 has highlighted the benefits of relying on a solid bank to meet your financial requirements. Sound business practices, a disciplined approach to risk and credit management, and our employees' hard work and dedication have helped U.S. Bank maintain a better financial position than virtually all our competitors. U.S. Bank is currently the Highest Rated Banking Institutions in the World. Our longstanding prudent and conservative banking principles are now seen as a new paradigm of success for surviving financial institutions.

Beyond the advantages of U.S. Bank's financial strength and stability, U.S. Bank is unique in that we have a division dedicated to the public sector market. Our Government Banking Division (GBD) is a specialized business unit within the Bank committed exclusively to state and local government. Our GBD Team is comprised of individuals with vast amounts of state and local government experience along with substantial banking knowledge.

U.S. Bancorp Government Leasing and Finance (USBGLF) is a subsidiary of U.S. Bancorp established to provide equipment financing to state and local governments. USBGLF's team of professionals provides market experience and expertise from pricing and underwriting, to documentation and funding. USBGLF provides customized structures and payment plans to meet a full range of government requirements.

USBGLF is submitting this bid in response to the City of Sherman's Request For Proposal on Equipment Lease. USBGLF has read through the bid document and intends to comply with the terms of the RFP unless otherwise stated.

U. S. Bank continues to build relationships throughout Texas with close to 800 employees representing 24 lines of business throughout the State and over half of our employees are located in the Dallas-Fort Worth Metropolitan area. U.S. Bank currently has two contracts with the State Comptroller's Office, Voyager Fleet Fueling Card and Merchant Processing that are available to all public entities within the State. Also, we have relationships with the Texas Department of Transportation, City of San Antonio, City of Plano, Lower Colorado River Authority, City of Houston, City of Dallas and many others.

USBGLF has a lot of experience financing equipment through a Master Lease agreement with many entities across the State of Texas, including, but not limited to, City of San Antonio, City of Pharr, City of Pearland, El Paso ISD, City of Rowlett and City of Longview.

Respectfully,

Tasha Barreau

Tasha Barreau, Vice President
U.S. Bancorp Government Leasing & Finance, Inc.
950 17th Street, 7th Floor, Denver, CO 80202
Phone: 303.330.4160
Email: tasha.barreau@usbank.com

City of Sherman
BID TABULATION
CAPITAL EQUIPMENT LEASE FINANCING
BID OPENING Wednesday, March 6, 2019; 2:00 PM

Vendor	PROPOSED APR (%)	Comments
Santander Bank	**3.090**	Non-Bank Qualified (NBQ) rate: 3.090 Confirmed with Bruce Block (8:41am/March 11, 2019) - No change in proposed rate for NBQ.
US Bancorp Government Leasing	**2.84 or 3.12**	Non-Bank Qualified (NBQ) rate: 2.84 or 3.12 Confirmed with Tashia Barreau (9:47am/March 11, 2019) - No change in proposed rate for NBQ.
JP Morgan Chase	**2.915 or 2.957**	Proposed rate was a Non-Bank Qualified rate. (No change)
Frost Bank	**3.280**	Non-Bank Qualified (NBQ) rate: 3.28 Scott Anderson provided an updated rate for NBQ, as the originally proposed APR, 3.090, was Bank-Qualified.
Landmark Bank	**4.650**	Non-Bank Qualified (NBQ) rate: 4.65 Jeff Robison provided an updated rate for NBQ, as the originally proposed APR, 3.750, was Bank-Qualified.
Bank Funding, LLC	**2.970**	Non-Bank Qualified (NBQ) rate: 2.970 Confirmed with Stanley Oldroyd (8:37am/March 11, 2019) - No change in proposed rate for NBQ.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **C.3.**

Meeting Date: 03/18/2019

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6467***

Authorizing Execution of a Professional Services Agreement with Freeman-Millican, Inc. for Engineering Services for Design of the Sherman Wastewater Treatment Plant Primary Clarifier #1 Equipment Replacement and Sludge Transfer Station Rehabilitation

Issue:

To consider a contract for professional services with Freeman-Millican, Inc. for design of the Sherman Wastewater Treatment Plant Primary Clarifier #1 Equipment Replacement and Sludge Transfer Station Rehabilitation

Background:

The City proposes to replace the mechanism for an existing clarifier and rehabilitate/reconstruct portions of the sludge transfer station at the City's wastewater treatment facility. This project is included in the City's Capital Improvement Program. The Engineering contract contains provisions for the Preliminary Engineering Study and Basic Engineering Services throughout the project.

Origination:

Department of Utilities Administration

Financial Consideration:

The total fee for all engineering services will be $83,000.00.

Staff Recommendation:

It is recommended that the contract for professional services with Freeman-Millican, Inc. for engineering services associated with the Primary Clarifier #1 Equipment Replacement and Rehabilitation of the Sludge Transfer Station at the City's wastewater treatment facility be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No.
Engineering Services Agreement
Aerial Location Map

RESOLUTION NO. 6467

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR ENGINEERING SERVICES FOR DESIGN OF THE SHERMAN WASTEWATER TREATMENT PLANT PRIMARY CLARIFIER #1 EQUIPMENT REPLACEMENT AND SLUDGE TRANSFER STATION REHABILITATION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Freeman-Millican, Inc. for engineering services for design of the Sherman Wastewater Treatment Plant Primary Clarifier #1 Equipment Replacement and Sludge Transfer Station Rehabilitation, 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 _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the CITY OF SHERMAN, a Home-Rule Municipality, organized and existing under the laws of the state of Texas, hereinafter referred to as "City", and, Freeman-Millican, Inc. hereinafter referred to as "Engineer", to be effective upon the date indicated below.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **Sherman Wastewater Treatment Plant Primary Clarifier #1 Equipment Replacement and Sludge Transfer Station Rehab 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 _____

ENGINEER:
Freeman-Millican, Inc.

BY _____
Richard Dormier, P.E.
Vice President

DATE _____

APPROVED AS TO FORM:

_____
Brandon S. Shelby, City Attorney

EXHIBIT "1"
ENGINEERING SERVICES AGREEMENT

City of Sherman, Texas
Sherman Wastewater Treatment Plant
Primary Clarifier #1 Equipment Replacement and Sludge Transfer Station Rehab Project
Scope of Professional Services

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER'S professional engineering representative for the Project as set forth below, and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

OWNER intends to construct, through Prime Contractor(s) the Sherman Wastewater Treatment Plant Primary Clarifier #1 Equipment Replacement and Sludge Transfer Station Rehab 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 PDF Document Format.

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 $83,000.00.

5.1.2 For Additional Services

OWNER shall pay ENGINEER for Additional Services rendered under SECTION 2 as follows:

5.1.2.1 General

For Additional Services rendered under paragraphs 2.1.1 through 2.1.17, inclusive (except services covered by paragraph 2.1.5 and services as a consultant or witness under paragraph 2.1.12), payment will be at the hourly rates in Exhibit "B".

5.1.2.2 Special Consultants

For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.5 or 2.1.17, the amount billed to ENGINEER therefor times a factor of 1.10

5.1.2.3 Serving as a Witness

For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.1.12, at the rate of $ 2,500 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in paragraph 5.1.2.1).

5.1.3 As used in this paragraph 5.1 the term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.4.

5.2 TIMES OF PAYMENTS

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for reimbursable Expenses incurred. The statements will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.2.2 Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services:

Phase	Percent of Basic Services
Preliminary Design & Surveying	11%
Final Design	59%
Bidding or Negotiating	10%
Construction	20%
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"

WWTP PC#1 EQUIPMENT REPLACE & TRANSFER STATION REHAB
Scope of Services

PRELIMINARY ENGINEERING PHASE

Review and inspect PC 1 & Sludge Transfer Sta with staff.
Identify and determine competitive & reliable equipment suppliers.
Review and identify PC 1 transfer station mechanical & electrical rehab needs
Confirm/revise list of equipment to replace and improvements
Review with Sherman
Revise Preliminary cost estimate

DESIGN PHASE

Develop bid drawings for PC #1 equipment and piping replacements
Develop spay bar drawings with nozzles that use less water
Drawings to replace 2-8" underground plug valves & piping
Develop drawings to replace 3 telescoping valves, piping, 7 plug valves & 2-6" check valves
Develop drawing to replace transfer station interior, exterior & PC #1 stairs, all hand rail & wet well angle supports
Drawings to remove monorail and replace with SO2 building monorail & hoist
Install fiberglass double doors w/frame & notch for monorail
Plans for surface preparation and painting valves & piping
Plan for grit blasting and repairing wet well interior corroded surfaces
Plans for grit blasting and coatings for all interior & exterior surfaces

Develop drawings to replace transfer station heaters, panels, louvers & power vents per code
Develop drawing for inside and outside replacement lighting
Develop drawings to replace all power cables, control wiring, conduits and panels
Replace floats, J-boxes, conduits & wire/cable
Drawings for replacing 3 electrical handholes
Design & drawings for SCADA panel with radio & antenna for wet well level
Design & drawings for new SCADA connections & programing
Drawings for removing gas detector & misc. wall attachments
Develop technical specifications.
Develop proposals for equipment and construction.
Develop general specifications and bid documents.

Review with Sherman.
Revise documents per owner comments.

BIDDING PHASE
Estimate of probably cost
Develop advertisement for bids.
Print paper bid documents and develop digital bid document on Civcast
Develop list of prospective bidders.
Respond to contractor request for clarification and addendums
Conduct pre-bid conference
Publicly open bids; evaluate bids & develop award recommendation.
Develop construction contracts

CONSTRUCTION PHASE
Preconstruction conference at WWTP
Review contractor submittals on all equip, piping, electrical, paints, O&M, etc.
Make monthly site reviews and review pay applications
Construction meetings and site visits to help ensure correct installation
Respond to contractor, inspection and progress request.
Review and process any required changes
Final inspection & punch list
Make record drawings per contractor as-built mark ups
Close out documentation

EXHIBIT "B"
FREEMAN-MILLICAN, INC.
HOURLY RATES

Employee Category	Rate	Billing Unit
Principal Engineer	$ 200.00	per hour
RPLS	180.00	per hour
Senior Planner	175.00	per hour
Senior Engineer	175.00	per hour
Associate Engineer	160.00	per hour
Associate Planner	160.00	per hour
Architect	150.00	per hour
Senior Project Engineer	145.00	per hour
Project Engineer	130.00	per hour
Planner	130.00	per hour
Engineer-in-Training (EIT)	105.00	per hour
Designer	95.00	per hour
CAD Technician	80.00	per hour
Clerical	55.00	per hour
GPS Surveying	150.00	per hour
Surveying - Field Support	65.00	per hour
Mileage (IRS Allowable)	$0.545	per mile

Wastewater Treatment Plant

1 inch = 400 feet

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D.1.**

Meeting Date: 03/18/2019

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

**** PAYMENT APPROVAL***

Approval of City Participation in North Texas Municipal Water District Planning for Future Upgrade and Expansion of Lake Texoma Pump Station

Issue:

To approve the City's participation in the North Texas Municipal Water District (NTMWD) project to plan for future upgrades and expansions to the Lake Texoma Pump Station

Background:

The NTMWD is undertaking a project to plan for the upgrading and expansion of the Lake Texoma Pump Station. The result of the project will be a planning report that identifies and phases future improvements for the pump station. As a partner in the project, the City of Sherman, through the Greater Texoma Utility Authority (GTUA), will be responsible for twenty percent (20%) of the cost of the common items related to the pump station planning process (Items 3,4,5 and a portion of 6 of Exhibit A, Scope of Services).

Origination:

Utilities Administration

Financial Consideration:

The City's portion of the project planning is $59,074.00; and funds are available in the Utility Improvement Fund. The total project cost is $492,285.00.

Staff Recommendation:

It is recommended that the City's participation in the planning process be approved in the amount of $59,074.00.

Alternatives:

As may be recommended by the Council

Attachments

NTMWD Invoice
Exhibit A - Scope of Services for Project
Aerial Location Map

North Texas Municipal Water District
P.O. Box 2408
Wylie, Texas 75098
Phone: 469-626-4300

INVOICE

Billed To:
GREATER TEXOMA UTILITY AUTHORITY
ACCOUNTS PAYABLE
P.O. BOX 1297
SHERMAN, TX 75091-1297

DATE: 3/5/2019
INVOICE #: INV15436
DUE DATE: 4/4/2019
TOTAL DUE: 59,074.00

CUSTOMER ACCOUNT # : 50055

ITEM DESCRIPTION	UNITS	PRICE	AMOUNT
48 - CNSTR Project Reimbursement	1.00	59,074.00	59,074.00
TOTAL THIS INVOICE			59,074.00

LAKE TEXOMA PUMP STATION - 2019 ELECTRICAL IMPROVEMENTS
PROJECT NO. 101-0530-19 AD MEMO 5348

For questions, contact Accounts Receivable at 469-626-4300

REMIT TO:
NORTH TEXAS MUNICIPAL WATER DISTRICT
P. O. BOX 2408
WYLIE, TX 75098

Please note your account number and invoice number on your check or check stub. Thank you!

Attachment A
Scope of Services

North Texas Municipal Water District
Lake Texoma Pump Station Improvements – Phase 3

BACKGROUND

The North Texas Municipal Water District (NTMWD) is in the process of improving the reliability of the medium voltage electrical service to all of the existing NTMWD and Greater Texoma Utility Authority (GTUA) pumps at the Lake Texoma Raw Water Pump Station in Denison, Texas.

The Lake Texoma Pump Station consists of two (2) 4,000 hp pumps, two (2) 6,100 hp pumps, and three (3) smaller 350 hp pumps that deliver raw water to balancing reservoirs in Howe, Texas through a 72-inch pipeline. Currently no more than two of the four large pumps can run at the same time due to loading and voltage drop considerations. The pump station is therefore limited to about 110 MGD of raw water without overloading electrical equipment infrastructure. The City of Sherman takes water directly from the raw water pipeline for their use.

Electrical power to the Lake Texoma Pump Station is provided by 138kV overhead service from Oncor. At the site, power is transformed down to a utilization voltage of 4160V. All medium voltage infrastructure, excluding the substation transformer, is presently owned by NTMWD. Oncor operates the primary 138kV side of each substation and NTMWD operates the secondary 5kV side of the sole substation.

NTMWD has water rights to Lake Texoma for approximately 167 million gallons per day (MGD). Use of this water can be limited by the raw water pumping capabilities, pressure limits on the 72-inch transmission pipeline, and the salinity of the raw water which requires blending with water from Lake Lavon at the 770 MGD Wylie WTP. The future Leonard WTP will also have the capabilities of taking water from Lake Texoma and blending with water from the future Bois D'Arc Reservoir. It will initially have a capacity of 70 MGD, expandable to 280 MGD in the future. Both WTPs require a blending ratio of no more than 3:1, preferably 4:1 to maintain desired water quality.

The Lake Texoma Raw Water Pump Station, constructed in 1990, is over 18 years old. The two existing 4,000 hp pumps are original to the pump station and likely have limited serviceable life remaining. The two 6,000 hp pumps were recently replaced and should have several years of useful life remaining. The existing electrical equipment is in poor condition and in need of replacement.

The purpose of this project is to evaluate the existing pump station and associated facilities and determine the most cost effective and reliable means for upgrading and expanding the pump station to meet future needs. The pump station should be provided with the capacity for NTMWD to draw their full water rights from Lake Texoma for use at both the Wylie WTP and Leonard WTP, and for meeting the GTUA demands. The result of the project will be a Planning Report that identifies and phases future improvements for the pump station. The Scope of Work includes the following major tasks:

- Task 1 – General Tasks
- Task 2 – Hydraulic Analysis and Pump Capacity
- Task 3 – Field Investigation and Condition Assessment
- Task 4 – Lake Texoma Pump Station Evaluation
- Task 5 – Electrical, Instrumentation and Control Evaluation
- Task 6 – Lake Texoma Pump Station Improvements Plan

ASSUMPTIONS

In developing the scope of work and associated task budgets discussed in this proposal, the following assumptions have been made:

- The following items are not included in the Scope of Work:
  - Software licenses or hardware.
  - Reverse engineering existing PLC programs
  - Fiber optic cable tracing and testing
  - Radio path study
  - Security or access control systems
  - Coordination with other agencies, entities or Cities
  - Permitting assistance, including environmental and other local and state regulatory permits
  - Evaluation of thrust restraint on the existing 72-inch pipeline.
  - Condition assessment of the existing 72-inch pipeline.
  - Structural evaluation of the existing bridge at the Lake Texoma Pump Station site and its adequacy, structurally and spatially, for supporting a future parallel discharge header, as well as evaluation of mounting options.
  - Survey or geotechnical investigations at the Lake Texoma Raw Water Pump Station site, reservoir site or along the existing or proposed pipeline alignment routes.
  - No future improvements to the existing Sherman and Panda delivery points.

- Right-of-way assessments and/or assistance with acquisition.
- Underwater assessment by divers of the existing pump station structure foundation, including drilled piers.
- Physical modeling of the existing or future pump station configuration.
- Evaluation of the balancing reservoir systems at Howe.
- Evaluation of future pipeline from the Texoma Outfall to the future Leonard Water Treatment Plant.
- Calibration of the NTMWD-provided hydraulic model
- Preparation of hydraulic grade lines for the existing and future transmission system and evaluation of the existing transmission line allowable pressures.
- Evaluation of the pump station operation, including evaluation of variable frequency drives.

- Improvements identified in the "Texoma Water Supply System Pipeline Condition Assessment Summary Report", FNI (November 2009) and implemented in NTMWD Project 248 have adequately addressed thrust issues on the 72-inch pipeline and thrust forces at the evaluated flow of 125 MGD will not exceed those identified in the 2009 Report. It is assumed that the condition of the existing 72-inch pipeline, including improvements, is adequate to be part of the future expansion, and no further analysis will be performed unless requested.
- The existing 72-inch pipeline is of adequate condition to be part of the future expansion
- NTMWD will provide the maximum allowable working pressures for the existing pipelines.
- Evaluation of a future pipeline parallel to the existing 72-inch pipeline is assumed to follow the same alignment and no detailed evaluation of the feasibility of the alignment is included.
- Surge analysis of the future Lake Texoma Pump Station system improvements is not included. It is recommended that this be completed as part of the final design.
- A non-intrusive approach through visual inspection will be used to document electrical and SCADA assets. Owner will provide the following in order to complete report:
    - Existing Construction Documents
    - Existing One-Line Diagrams
    - SKM Model
    - I/O List
    - Desired control strategy for new/modified process equipment, if needed
    - O&M Manuals

- Existing Network Diagrams
- Process Flow Diagrams
- Equipment list which will include: equipment name, voltage, horsepower/KW, and equipment tag

- Hydraulic model used by NTMWD consultants. It is understood that this steady-state model was completed using InfoWater® software, using GIS data for the pipeline and existing pump curves; the model has not been calibrated. It is assumed that the model accurately depicts system and physical conditions; no verification or revisions to the model are included.
- Previous Preliminary Design Reports for the Pumping Station and 72 inch pipeline, if available.
- Planning horizon, current and projected demands for NTMWD WTPs and GTUA to be provided by NTMWD.
- Final report and associated technical memorandums are anticipated to be at 10% design/conceptual level only. 30% design level documents and figures are not included in the scope of work
- The anticipated schedule for this work is:
  - Engineering Design ESA: January 2019
  - Engineering Duration: 6 Months

SCOPE OF WORK

Engineer will provide the following professional engineering services for the Project.

BASIC SERVICES

TASK 1.0 – GENERAL TASKS

Engineer will provide the following ongoing project management and administration services during the execution of the Project:

- Maintain communication between Engineer and District project manager.
- Implement quality assurance and quality control standards of Engineer.
- Track project progress and develop monthly invoices.
- Provide District with monthly status reports of project progress, expenditures to date, and cost-to-budget information.
- Advise District when the established project expectation cannot be met or when the engineering fee or construction cost will increase due to change directives from District on the scope of the described improvements.

Manage engineering staff to provide efficient completion of the Project. Coordinate internal project instructions, work plan, and quality control procedures. Conduct internal staff meetings, budget and schedule control, and coordinate project activities with the District and the Engineer.

Perform quality assurance and quality control for all tasks throughout the project. This will include individual quality checking and technical review meeting.

Conduct project progress meetings with NTMWD and site visits to review facilities.

Meetings

A number of meetings will be conducted with NTMWD to ensure the project is progressing on schedule and in the right direction. These meetings include:

- Kickoff Meeting. A Project Kickoff Meeting will be conducted to review the project goals, work plan, and schedule for the project. Plans are for one, 4-hour kickoff meeting. At this meeting, NTMWD will provide future demands for both NTMWD and GTUA for the planning period to Year 2034 and ultimate demands and will confirm required blending rates to be considered in the Task 2.0 Hydraulic Analysis.
- Progress Meetings. Engineer will participate in up to three 3-hour meetings to review and discuss preliminary findings, project issues and project task status and planned recommendations. These meetings will generally be held following completion of one or more technical memoranda. The final meeting will include a presentation of the results and recommendations for planning of improvements needed to meet NTMWD demands. .

Deliverables

- Meeting Agenda
- Meeting Summaries
- Monthly Invoices
- Monthly Project Status Reports

TASK 2.0 – HYDRAULIC ANALYSIS AND PUMP SIZING

Using the water demands for the planning horizon provided by NTMWD, this task includes a hydraulic analysis of the existing Lake Texoma Pump Station and transmission line system from the Lake Texoma Pump Station to the Howe balancing reservoir to identify hydraulic limitations and capacity constraints and to evaluate options to meet future demands. Hydraulic modeling will utilize the model provided by NTMWD.

Three flow conditions will be modeled and evaluated: (1) existing station firm capacity, (2) projected 2034 demand and (3) ultimate build-out. The scenarios for the future conditions will include new pumps and a new parallel pipeline from the Lake Texoma Pump Station to the Howe balancing reservoir. The analysis will identify and evaluate pump sizes to meet future demands as well as pipe diameters for the new parallel transmission line. For each flow condition, the analysis will consider a range of pipe friction values, as agreed upon with NTMWD and the engineer; this information will be used in determining electrical load requirements to meet future pumping demands.

Based on the selected pipe size for the new transmission line, system curves will be developed for the range of pipe friction values. For the selected pumps, the allowable turn-down ratios will be provided as part of the variable frequency drive evaluation under Task 5.

The results of the hydraulic modeling will be presented in TM 1. The results of TM 1 will be used to determine the pump station and pipeline improvements to be further developed under Task 4.0.

Meetings

- Progress Meeting 1 – Hydraulic Analysis and Pump Sizing (Conducted in conjunction with Task 3.0 progress meeting)

Deliverables

- Draft and Final TM 1

TASK 3.0 – FIELD INVESTIGATION AND CONDITION ASSESSMENT

This task will establish a baseline understanding of the existing Lake Texoma Pump Station, transmission assets, NTMWD's operational philosophy and will confirm the basis for evaluating upgrade and expansion alternatives. The documented status of the equipment and systems in this survey will serve as the baseline for future phasing.

This task will result in the preparation of a Condition Assessment Technical Memorandum (TM 2) of the existing site conditions at the Pump Station. A condition assessment of major equipment and facilities potentially impacting electrical loads will be conducted, and recommendations made for replacement, modifications or upgrades at the Pump Station. The condition assessment is intended to be high level visual inspection of the pumping equipment, HVAC equipment, and electrical equipment. The assessment will not include a systematic scoring or evaluation methodology. Inspection and assessment will include the following systems at the Pump Station: flow meters; pumping units; and ventilation system. TM 2 will include preliminary recommendations of improvements to major equipment. These improvements may include:

- Upgrades to the existing exhaust fans.
- Corrections of any noticed NEC violations or reliability issues related to existing electrical distribution and controls.
- Inclusion of identified instrumentation to be added.
- Communication system upgrade.
- Controls system upgrade (PLC replacement, automatic local controls, etc.)

Site visits will be conducted to review the major functional levels of the pumping equipment, flow metering, HVAC systems, electrical distribution and SCADA system including, switchgear, reduced voltage soft starters, motor control centers, PLCs, and communications networks. The site visits will include Engineer staff, accompanied by NTMWD Operations and Maintenance staff. The physical condition of each major component at the Pump Station will be documented. It is anticipated that the team will make two site visits, approximately 8 hours.

The existing conditions draft TM 2 will be submitted for review. Following NTMWD review and comment, a Workshop 1 will be conducted to discuss TM 1 and TM 2. Engineer will prepare and submit a formal response to the NTMWD comments. Following the workshop, Engineer will incorporate the appropriate comments and the final TM 2 produced and submitted.

Meetings

- Project Meeting 1 - Condition Assessment Meeting (to be conducted in conjunction with Task 2.0 progress meeting)

Deliverables

- Draft and Final TM 2
- Project Meeting 1 Agenda and Summary

TASK 4.0 – LAKE TEXOMA PUMP STATION EVALUATION

This task includes identification and evaluation of options for improvements to the Lake Texoma Raw Water Pump Station facility. The evaluation will consider optimization of the existing facility and phased improvements and expansion of the Pump Station to meet projected 2034 and ultimate demands. The following activities will be completed as part of Task 4.0:

- Based on future pumping requirements provided by NTMWD along with results of the Task 2.0 hydraulic modeling and the Task 3.0 condition assessment, identify options for providing pumping capacity to meet future 2034 and ultimate build-out demands. Schematic diagrams with conceptual layouts for the new pumps and parallel header will be prepared.
- Based on the HVAC system deficiencies identified in Task 3.0, identify needed improvements to meet current and future expansion needs.
- Evaluate discharge piping improvements at the Lake Texoma Pump Station site based on upgrades and improvements and develop schematic pipeline layouts and interconnections.
- Evaluate existing discharge meter at the Lake Texoma Pump Station and identify improvements required.
- Develop preliminary opinions of probable construction cost for each option; evaluate options for 2034 improvements and ultimate improvements and prepare recommendations for current and future phased improvements.

Draft TM 3 summarizing the options, evaluation and recommendations for improvements, will be submitted to NTMWD for review and comment. Following NTMWD review, a meeting will be conducted to discuss TM 3. Engineer will prepare and submit a formal response to the NTMWD comments. Following the workshop, Engineer will incorporate the appropriate comments and the final TM 3 produced and submitted.

Meetings

- Project Meeting 2 – Pump Station Improvements Workshop (conducted in conjunction with Task 5.0 project meeting)

Deliverables

- Draft and Final TM 3

TASK 5.0 – ELECTRICAL, INSTRUMENTATION AND CONTROL EVALUATION

This task defines the overall framework for electrical, instrumentation and control design. Work includes an analysis of the existing electrical power distribution and SCADA system for upgrade of facilities to provide redundancy and reliability.

To facilitate future expansion of the Lake Texoma Pump Station and current operating conditions and to improve performance, operational control and overall system reliability, this Task includes evaluation of the current electrical distribution and SCADA systems. As part of this Task the following work for each system will be provided:

- Power Company Improvements:

  Engineer will coordinate with the Power Company to determine future improvements on the substation. The following options will be evaluated:

  - Option 1: coordinate with Oncor to upgrade the substation to provide additional capacity and transformers to feed the pump station.
  - Option 2: NTMWD purchase the substation and make necessary changes/upgrades to feed the pump station.

- Electrical Power Distribution:

  Up to three power distribution options will be developed based on the selected options from Tasks 2.0 and 3.0. Evaluation of each option will include the following work tasks:

  - Review the existing power distribution
  - Incorporate the recommendations from the condition assessment identified in Task 3.0.
  - Include provisions for the capacity planning provided by NTMWD.
  - Include provisions for the hydraulic analysis & pump improvements identified in Task 3.0.

  The three electrical power distribution options will consider utilizing existing infrastructure to provide the required functionality as much as possible.

  - Utilize the existing infrastructure where possible.
  - Provide additional electrical distribution to meet the needs of the process improvements.

- I&C/SCADA – The areas of focus will include:
  - Fiber Layout: The existing communication systems will be documented. Options to to provide fiber from Lake Texoma Raw Water Pump Station to Howe will be evaluated based on the level of redundancy and reliability each option provides for connectivity.
  - PLCs: The existing conditions of each PLC will be documented. Hardware and software in use will be verified that it meets NTMWD's current standards and methods. Relocation of the PLC to a new electrical room will be evaluated.
  - Instrumentation: Evaluate the instrumentation at the Pump Station and make recommendations for improved accuracy of flow metering.

- Site Civil Improvements
  Based on proposed recommendations and expansion of the electrical power distribution system, schematic site civil plans and demolition plans will be developed showing required improvements for the distribution site options. Potential grading challenges will be identified.

Improvements identified in Tasks 2.0, 3.0 and 4.0 will be incorporated into the final framework after the final selection is made for the desired process improvements.

This Task will result in preparation of Electrical, Instrumentation and Control Technical Memorandum (TM 5). TM 5 will include a discussion of the work completed as part of this Task, including assessment of the existing systems, evaluation of options and recommendations. Draft TM 5 will be submitted for review. Following NTMWD review and comment, a Workshop 3 will be conducted to discuss TM 3, 4, and 5. Engineer will prepare and submit a formal response to the NTMWD comments. Following the workshop, Engineer will incorporate the appropriate comments and the final TM 5 produced and submitted.

Meetings

- Project Meeting 2 – Pump Station and Transmission System Improvements Meeting (conducted in conjunction with Task 4.0 project meeting)

Deliverables

- Draft and Final TM 4
- Project Meeting 2 Agenda and Summary

TASK 6.0 –LAKE TEXOMA PUMP STATION IMPROVEMENTS PLAN

This Task incorporates the evaluations and recommendations included in Task 2.0 through Task 5.0 as documented in the four Technical Memoranda and will be used to develop the Lake Texoma Pump Station Improvements Plan Report.. The Report will incorporate the information provided in the technical memoranda and will include recommendations for improvements and expansion to the Lake Texoma Raw Water Pump Station and transmission line from the pump station to the Howe balancing reservoirs. The report will include the following elements:

- NTMWD's future water demands and supply
- NTMWD's operational constraints
- Condition assessment of existing systems evaluated
- Recommendations to meet future demand and operation
- Opinions of Probable Construction Cost for improvements
- Implementation schedule for recommended improvements

Meetings

- Project Meeting 3 – Pump Station Improvements Plan

Deliverables

- Draft and Final Pump Station Improvements Plan Report
- Project Meeting 3 Agenda and Summary

ADDITIONAL SERVICES - SCOPE OF WORK

The following items have been identified as potential services needed to provide a more detailed evaluation of the Lake Texoma Pump Station and associated transmission system prior to final design for the Lake Texoma Raw Water Pump Station expansion. The full definition and scope of work has not been determined; however, based on planned expansions, CDM Smith will provide NTMWD a detailed scope of work and cost to complete these services for review and approval. Identified potential special services for the Preliminary Phase of this project include the following:

Pipe-Roughness Field Testing

This task includes field testing of the existing 72-inch Texoma Transmission Line to determine actual pipe roughness values (Hazen-Williams "C" values) to be used in the Task 2 hydraulic modeling to reflect existing pipe conditions and better define pumping requirements. Work as part of this task includes preparation of a field procedure plan to be reviewed and approved by NTMWD, field testing and data collection at selected available access locations along the transmission line, calculations to determine measured "C" values. Results of the field testing will be used to update the hydraulic model being used in Task 2.

The basic services included in Task 2 will use a conservative approach based on assumptions for friction factors and providing a range of system head curves.

Surge Analysis

This task includes surge analysis of the proposed Lake Texoma Pump Station's transmission system, including the existing and future parallel pipelines. The analysis will utilize the hydraulic model provided by NTMWD with proposed improvements to the transmission system and pump station as completed in Task 2 and simulate surge conditions under steady-state and transient conditions. The model will include evaluation of surge control devices at the both pump station and along the pipelines. Results of the surge analysis will include recommendations for surge control as part of the future pump station and transmission system expansion.

Transmission System Evaluation

This task will include evaluation and recommendations for additional improvements and upgrades to the Lake Texoma Raw Water transmission line between the Lake Texoma Pump Station and the existing balancing reservoirs. The evaluation will draw on results from the basic services Task 2.0 in assessing the current conditions and near term and future needs. The following work activities are anticipated as part of this evaluation:

- Develop base maps and pipeline alignments, using available documents, such as record drawings and lay plans, for the existing 72-inch Lake Texoma pipeline from the Pump

Station to the balancing reservoir. Plan and profile exhibits of the pipeline will be prepared and will include pipeline pressure class information.

- Based on results of the Task 2.0, evaluate a future parallel discharge header parallel to the existing 84-inch discharge header. Schematic exhibits will be prepared showing the proposed header piping.
- Develop hydraulic grade lines (HGL) for the recommended alignments; for the parallel alignment, the HGL will be based on both pipelines in operation.

The scope of work performed as part of the basic services will use conservative assumptions on the current and future transmission main to develop existing and future system curves. This may result in more conservative recommendations for the pump and motor sizes and resultant electrical equipment.

Lake Texoma Raw Water Pump Station – Structural Analysis

This task includes a structural evaluation of the existing Lake Texoma Pump Station based on recommended expansion to meet future pumping needs. Work includes a site visit and review of the existing pump station, assessment mapping, development of the structural model and completion of a finite element analysis (FEA). Results of the analysis will be used to address deficiencies identified in the FEA and provide recommendations for modifications to the existing pump station structure to support proposed pump station expansion.

The basic services do not include review of the structural viability of the existing pump station structure for expansion. It is assumed that the pump station structure will be able to be expanded without modifications to the structure.

Evaluation of Existing Bridge at Texoma Raw Water Pump Station

Based on recommendations for a future parallel header at the pump station, a complete a structural evaluation of the existing bridge will be conducted to determine its adequacy to support the additional header pipe. The evaluation will include a condition assessment of the existing structure, review of the record drawings and available subsurface information. An additional geotechnical boring may be required as part of the evaluation. The evaluation will identify modifications to the existing bridge, as needed, and methods to support the new header pipe at the bridge crossing.

The work performed under the basic services assume the existing bridge will support the parallel header pipeline.

Evaluation of Pump Station Structure Below Water

This task will include an underwater evaluation of the existing pump station below the water surface to determine its condition and long term viability for the pump station expansion. A subconsultant dive team will be selected to perform this work.

The scope of work performed as part of the basic services assumes the pump station structure is in good condition for long term use and future expansion.

Survey for Texoma Raw Water Pump Station Site

Project Control – Establish horizontal and vertical control. Benchmarks shall be set at 1,000-foot intervals along the route of survey. Set horizontal and vertical points to be used for construction layout. The work shall meet the requirements of the Texas Society of Professional Surveyors (TSPS) Manual of Practice for Land Surveying in the State of Texas, Categories 7 and 8, Second Order.

Topographic/Design Survey – Provide a topographic survey. Record general description of terrain. Property owner information and property boundary lines will not be determined.

Supplemental Field Survey – Preform required field survey to supplement the aerial survey developed. Field activities are anticipated to include surveying of features which were not present in 2015 when the aerial survey was performed, surveying of features which cannot be seen on the aerial, and surveying of below ground elevations (e.g. sewer flowlines).

The basic services assume that location of new facilities at the pump station site will be based on available existing drawings and aerial site plans. These locations will not be as accurate without the referenced survey.

FEE

The Basic Services scope of work defined above is to be performed on a time and material basis not to exceed the fee amounts shown below:

▪ Task 1 – General Tasks	$ 85,771
▪ Task 2 – Hydraulic Analysis and Pump Capacity	$ 36,933
▪ Task 3 – Field Investigation and Condition Assessment	$ 59,773
▪ Task 4 – Lake Texoma Pump Station Evaluation	$ 75,245
▪ Task 5 – Electrical, Instrumentation and Control Evaluation	$ 155,275
▪ Task 6 – Lake Texoma Pump Station Improvements Plan	$ 79,289
TOTAL	**$ 492,285**

NTMWD

CDM Smith Fee Proposal for Professional Engineering Services related to Contract/Project: Lake Texoma Pump Station Improvements - Phase 3 Project

CDM Smith Labor Costs

	Personnel:	Sr. Project Manager	Project Principal	QA/QC / Technical Reviewer	Sr. Engineer/ Technial Lead	Administrative Assistant	Sr. Hydraulic Modelar	Hydraulic Modeler	Process/Mech Engineer	Designer / Drafter	Sr. Mech. Engineer	Mechanical Drafter	Project Controls Specialist	Cost Estimator		Total Hours	Total Labor Cost
Task 1	**General Tasks**																
Task 1.1	*Kickoff Meeting and Site Visit*	8	4	0	4											16	4,240
Task 1.2	*Project Meetings*	18	6	10	10	2										46	11,548
Task 1.3	*QA/QC Tasks*	8		16	8											32	8,072
Task 1.4	*Project Management Tasks*	26	2	8		3							24			63	13,695
Task 1 Totals		60	12	34	22	5	0	0	0	0	0	0	24	0		157	37,655
Task 2	**Hydraulic Analysis and Pump Capacity**																
Task 2.1	*Hydraulic Modeling and System Curve Development*	4			4		4	12	4							28	5,249
Task 2.2	*Scenario development and Model Analysis*	4			4		4	32	16							60	10,167
Task 2.3	*Develop Preliminary Pump and Pipe Sizes*	4		2	4		4	32	16							62	10,677
Task 2.4	*Technical Memorandum No. 1 Development*	8	2	2	4	8	4	4	16	8						56	9,764
Task 2 Totals		20	2	4	16	8	16	80	52	8	0	0	0	0		206	35,857
Task 3	**Field Investigation and Condition Assessment**																
Task 3.1	*Field Inspections - Process/Mechanical*	18			18						8					44	10,499
Task 3.2	*Field Inspections - Electrical and I&C*															0	0
Task 3.3	*Technical Memorandum No. 2 Development*	12	2	2	6				16	16	16	16				86	14,854
Task 3 Totals		30	2	2	24	0	0	0	16	16	24	16	0	0		130	25,352
Task 4	**Lake Texoma Pump Station Evaluation**																
Task 4.1	*Develop Options and Layouts for Pump Station Expansions*	8	2		16				16	20	8	8				78	13,797
Task 4.2	*Develop Design Criteria and Costs*	8		2	8				12		4			16		50	10,154
Task 4.3	*Develop Recommendations for Phased Improvements*	16	2	4	16				16		8					62	13,430
Task 4.4	*Technical Memorandum No. 3 Development*	16	2	4	16	16			16	24	12	16				122	20,838
Task 4 Totals		48	6	10	56	16	0	0	60	44	32	24	0	16		312	58,208
Task 5	**Electrical, Instrumentation and Control Evaluation**																
Task 5.1	*Coordination with Power Company for Improvements*															0	0
Task 5.2	*Electrical Power Distribution Options Analysis*	2			2											4	996
Task 5.3	*I&C/SCADA Evaluation*															0	0
Task 5.4	*Site Civil Improvements*															0	0
Task 5.5	*Technical Memorandum No. 4 Development*	4		2	4	8										18	3,397
Task 5 Totals		6	0	2	6	8	0	0	0	0	0	0	0	0		22	4,394
Task 6	**Lake Texoma Pump Station Improvements Plan**																
Task 6.1	*Compile TMs as Chapters into Improvements Plan*	4				8			4							16	2,503
Task 6.2	*Finalize Preliminary OPCCs*	8	0	4	4				8					16		40	8,366
Task 6.3	*Develop Implementation Schedule*	16		2	4				16							38	7,906
Task 6.4	*Final Improvements Plan Development*	24	2	4	8	8			24	12		8				90	16,521
Task 6 Totals		52	2	10	16	16	0	0	52	12	0	8	0	16		184	35,295
	CDM Smith Total Hours:	216	24	62	140	53	16	80	180	80	56	48	24	32		1011	
	Cost:	$55,865	$7,280	$15,837	$33,527	$5,923	$3,065	$12,772	$25,863	$10,218	$10,728	$5,364	$3,985	$6,335			196,762

NTMWD

CDM Smith Fee Proposal for Professional Engineering Services related to
Contract/Project: Lake Texoma Pump Station Improvements - Phase 3 Project

Subconsultants Costs							
		GAI		Kimley Horn		Subcontractor	
		Labor Hours	Cost	Labor Hours	Cost	10% Mark-up	Total Cost
Task 1	**General Tasks**						
Task 1.1	*Kickoff Meeting and Site Visit*	25	$3,125	20	$3,760	$689	$7,574
Task 1.2	*Project Meetings*	46	$5,750	34	6456	$1,221	$13,427
Task 1.3	*QA/QC Tasks*	40	$5,000	14	3920	$892	$9,812
Task 1.4	*Project Management Tasks*	46	$5,750	54	8864	$1,461	$16,075
Task 1 Totals		**157**	**$19,625**	**122**	**$23,000**	**$4,263**	**$46,888**
Task 2	**Hydraulic Analysis and Pump Capacity**						
Task 2.1	*Hydraulic Modeling and System Curve Development*					$0	$0
Task 2.2	*Scenario development and Model Analysis*					$0	$0
Task 2.3	*Develop Preliminary Pump and Pipe Sizes*					$0	$0
Task 2.4	*Technical Memorandum No. 1 Development*					$0	$0
Task 2 Totals		**0**	**$0**	**0**	**$0**	**$0**	**$0**
Task 3	**Field Investigation and Condition Assessment**						
Task 3.1	*Field Inspections - Process/Mechanical*					$0	$0
Task 3.2	*Field Inspecitions - Electrical and I&C*	78	$9,750			$975	$10,725
Task 3.3	*Technical Memorandum No. 2 Development*	162	$20,850			$2,085	$22,935
Task 3 Totals		**240**	**$30,600**	**0**	**$0**	**$3,060**	**$33,660**
Task 4	**Lake Texoma Pump Station Evaluation**						
Task 4.1	*Develop Options and Layouts for Pump Station Expansions*			51	7384	$738	$8,122
Task 4.2	*Develop Design Criteria and Costs*			10	1445	$145	$1,590
Task 4.3	*Develop Recommendations for Phased Improvements*			35	5071	$507	$5,578
Task 4.4	*Technical Memorandum No. 3 Development*					$0	$0
Task 4 Totals		**0**	**$0**	**96**	**$13,900**	**$1,390**	**$15,290**
Task 5	**Electrical, Instrumentation and Control Evaluation**						
Task 5.1	*Coordination with Power Company for Improvements*	60	$8,100			$810	$8,910
Task 5.2	*Electrical Power Distribution Options Analysis*	450	$60,695			$6,070	$66,765
Task 5.3	*I&C/SCADA Evaluation*	188	$25,300			$2,530	$27,830
Task 5.4	*Site Civil Improvements*			123	$18,496	$1,850	$20,346
Task 5.5	*Technical Memorandum No. 4 Development*	170	$22,950	10	$1,504	$2,445	$26,899
Task 5 Totals		**868**	**$117,045**	**133**	**$20,000**	**$13,705**	**$150,750**
Task 6	**Lake Texoma Pump Station Improvements Plan**						
Task 6.1	*Compile TMs as Chapters into Improvements Plan*	85	$10,855	15	$2,355	$1,321	$14,531
Task 6.2	*Finalize Preliminary OPCCs*	30	$3,750	70	$10,990	$1,474	$16,214
Task 6.3	*Develop Implementation Schedule*	10	$1,250			$125	$1,375
Task 6.4	*Final Improvements Plan Development*	72	$9,000	4	$655	$966	$10,621
Task 6 Totals		**197**	**$24,855**	**89**	**$14,000**	**$3,886**	**$42,741**
	Subtotal	1462	$192,125	440	$70,900	$26,303	$289,328
	Subcontractor Markup (10%)		$19,213		$7,090		
	Totals		**$211,338**		**$77,990**		**$289,328**

NTMWD

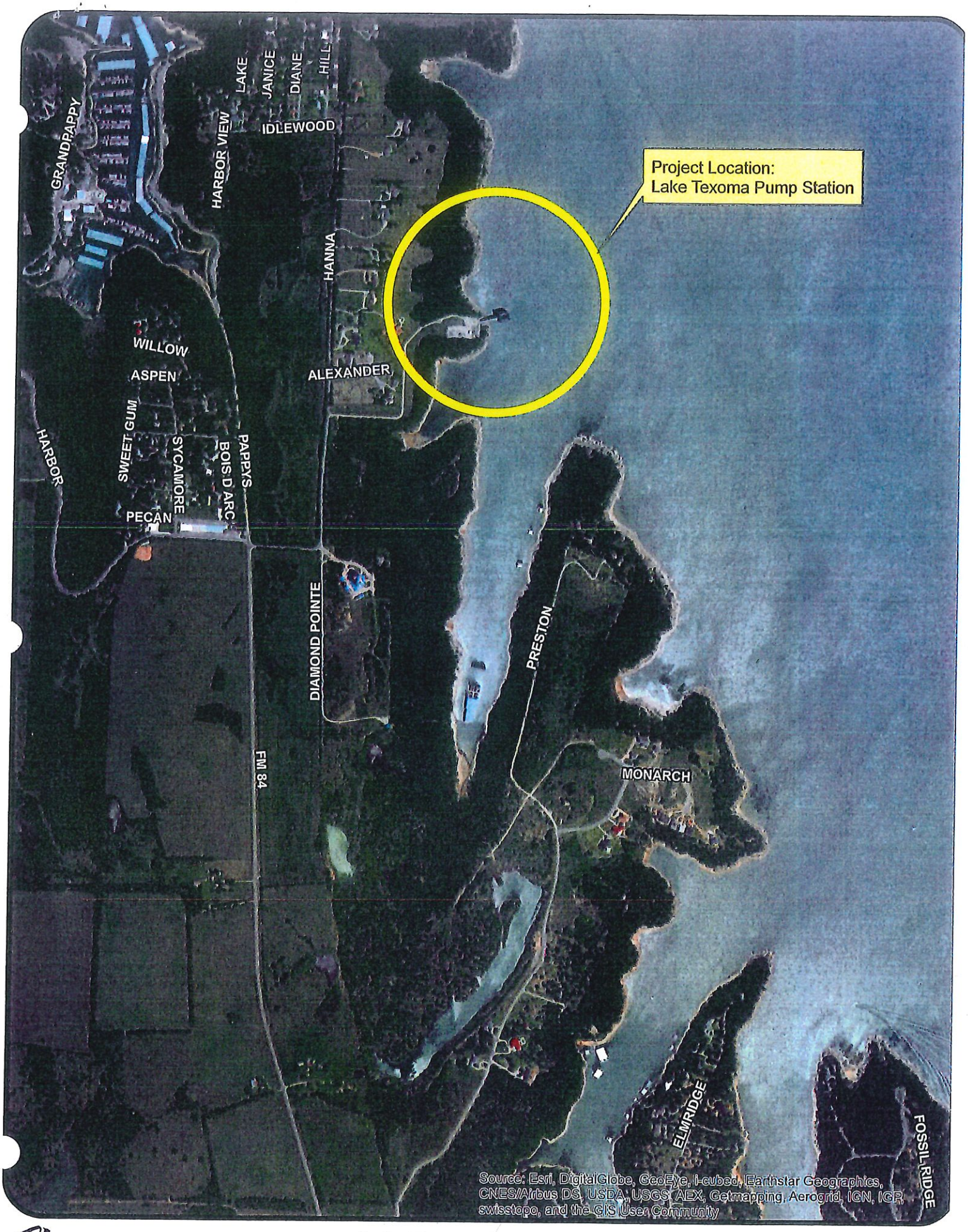
CDM Smith Fee Proposal for Professional Engineering Services related to Contract/Project: Lake Texoma Pump Station Improvements - Phase 3 Project

Other Direct Costs					
		Travel (mileage)	Repro, Phone, Miscellaneous	Field Supplies	Totals
Task 1	**General Tasks**				
Task 1.1	*Kickoff Meeting and Site Visit*	$197			$197
Task 1.2	*Project Meetings*	$316			$316
Task 1.3	*QA/QC Tasks*		$473		$473
Task 1.4	*Project Management Tasks*		$242		$242
Task 1 Totals					**$1,228**
Task 2	**Hydraulic Analysis and Pump Capacity**				
Task 2.1	*Hydraulic Modeling and System Curve Development*		$462		$462
Task 2.2	*Scenario development and Model Analysis*				$0
Task 2.3	*Develop Preliminary Pump and Pipe Sizes*				$0
Task 2.4	*Technical Memorandum No. 1 Development*		$613		$613
Task 2 Totals					**$1,076**
Task 3	**Field Investigation and Condition Assessment**				
Task 3.1	*Field Inspections - Process/Mechanical*	$538			$538
Task 3.2	*Field Inspecitions - Electrical and I&C*				$0
Task 3.3	*Technical Memorandum No. 2 Development*		$223		$223
Task 3 Totals					**$761**
Task 4	**Lake Texoma Pump Station Evaluation**				
Task 4.1	*Develop Options and Layouts for Pump Station Expansions*		$414		$414
Task 4.2	*Develop Design Criteria and Costs*		$305		$305
Task 4.3	*Develop Recommendations for Phased Improvements*		$403		$403
Task 4.4	*Technical Memorandum No. 3 Development*		$625		$625
Task 4 Totals					**$1,746**
Task 5	**Electrical, Instrumentation and Control Evaluation**				
Task 5.1	*Coordination with Power Company for Improvements*				$0
Task 5.2	*Electrical Power Distribution Options Analysis*				$0
Task 5.3	*I&C/SCADA Evaluation*				$0
Task 5.4	*Site Civil Improvements*				$0
Task 5.5	*Technical Memorandum No. 4 Development*		$132		$132
Task 5 Totals					**$132**
Task 6	**Lake Texoma Pump Station Improvements Plan**				
Task 6.1	*Compile TMs as Chapters into Improvements Plan*		$75		$75
Task 6.2	*Finalize Preliminary OPCCs*		$269		$269
Task 6.3	*Develop Implementation Schedule*		$295		$295
Task 6.4	*Final Improvements Plan Development*		$614		$614
Task 6 Totals					**$1,253**
	Totals	**$1,051**	**$5,145**	**$0**	**$6,196**

NTMWD

CDM Smith Fee Proposal for Professional Engineering Services related to Contract/Project: Lake Texoma Pump Station Improvements - Phase 3 Project

TOTAL COSTS					
		CDM Smith Labor Costs	Subconsultant Costs	Other Direct Costs	Total Project Cost
Task 1	**General Tasks**				
Task 1.1	*Kickoff Meeting and Site Visit*	$4,240	$7,574	$197	$12,011
Task 1.2	*Project Meetings*	$11,648	$13,427	$316	$25,391
Task 1.3	*QA/QC Tasks*	$8,072	$9,812	$473	$18,357
Task 1.4	*Project Management Tasks*	$13,695	$16,075	$242	$30,012
Task 1 Totals		**$37,655**	**$46,888**	**$1,228**	**$85,771**
Task 2	**Hydraulic Analysis and Pump Capacity**				
Task 2.1	*Hydraulic Modeling and System Curve Development*	$5,249	$0	$462	$5,712
Task 2.2	*Scenario development and Model Analysis*	$10,167	$0	$0	$10,167
Task 2.3	*Develop Preliminary Pump and Pipe Sizes*	$10,677	$0	$0	$10,677
Task 2.4	*Technical Memorandum No. 1 Development*	$9,764	$0	$613	$10,377
Task 2 Totals		**$35,857**	**$0**	**$1,076**	**$36,933**
Task 3	**Field Investigation and Condition Assessment**				
Task 3.1	*Field Inspections - Process/Mechanical*	$10,499	$0	$538	$11,036
Task 3.2	*Field Inspecitions - Electrical and I&C*	$0	$10,725	$0	$10,725
Task 3.3	*Technical Memorandum No. 2 Development*	$14,854	$22,935	$223	$38,012
Task 3 Totals		**$25,352**	**$33,660**	**$761**	**$59,773**
Task 4	**Lake Texoma Pump Station Evaluation**				
Task 4.1	*Develop Options and Layouts for Pump Station Expansions*	$13,787	$8,122	$414	$22,323
Task 4.2	*Develop Design Criteria and Costs*	$10,154	$1,590	$305	$12,048
Task 4.3	*Develop Recommendations for Phased Improvements*	$13,430	$5,578	$403	$19,411
Task 4.4	*Technical Memorandum No. 3 Development*	$20,838	$0	$625	$21,463
Task 4 Totals		**$58,208**	**$15,290**	**$1,746**	**$75,245**
Task 5	**Electrical, Instrumentation and Control Evaluation**				
Task 5.1	*Coordination with Power Company for Improvements*	$0	$8,910	$0	$8,910
Task 5.2	*Electrical Power Distribution Options Analysis*	$996	$66,765	$0	$67,761
Task 5.3	*I&C/SCADA Evaluation*	$0	$27,830	$0	$27,830
Task 5.4	*Site Civil Improvements*	$0	$20,346	$0	$20,346
Task 5.5	*Technical Memorandum No. 4 Development*	$3,397	$26,899	$132	$30,429
Task 5 Totals		**$4,394**	**$150,750**	**$132**	**$155,275**
Task 6	**Lake Texoma Pump Station Improvements Plan**				
Task 6.1	*Compile TMs as Chapters into Improvements Plan*	$2,503	$14,531	$75	$17,109
Task 6.2	*Finalize Preliminary OPCCs*	$8,366	$16,214	$269	$24,849
Task 6.3	*Develop Implementation Schedule*	$7,906	$1,375	$295	$9,576
Task 6.4	*Final Improvements Plan Development*	$16,521	$10,621	$614	$27,755
Task 6 Totals		**$35,295**	**$42,741**	**$1,253**	**$79,289**
	Total Basic Services Costs	**$196,762**	**$289,328**	**$6,196**	**$492,285**



Sherman
CLASSIC TOWN BROAD HORIZON

Lake Texoma Pump Station

1 inch = 1,000 feet

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SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E.1.**

Meeting Date: 03/18/2019

Prepared By: Steve Ayers, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Recognition of City of Sherman Award: "2018 Achievement of Excellence in Libraries Award"

Issue:

The Sherman Public Library has received the ***2018 Achievement of Excellence in Libraries Award*** from the Texas Municipal Library Directors Association.

Background:

In a letter dated February 20, 2019, the Texas Municipal Library Directors Association provided the following notification to Mayor David Plyler:

> "Congratulations go to the City of Sherman. The Sherman Public Library has been awarded the ***2018 Achievement of Excellence in Libraries Award***. Libraries awarded this honor were required to meet a high level of excellence in their programming and services. To be considered, recipients were required to demonstrate quality services across ten criteria. This year, only 51 Libraries out of 548 Texas public library systems were awarded this honor. This means your Library is in the top 10% of public libraries in the entire State of Texas."

A similar letter was mailed on the same date to Library Services Administrator Melissa Eason:

> "Congratulations go to Sherman Public Library. On behalf of the Texas Municipal Library Directors Association, I am pleased to inform you've earned the ***2018 Achievement of Excellence in Libraries Award***. Your application clearly demonstrated your commitment to provide exceptional service. Of the 548 public library systems in Texas, your library is one of only 51 who have earned this year's award. With this honor, your library is now in the top 10% of all public libraries in the State. Again, congratulations on this accomplishment, and thank you for providing your community with outstanding and innovative services to enrich the lives of your residents."

Origination:

Shelley Holley, Frisco Public Library
Chair, Achievement of Library Excellence Award
Texas Municipal Library Directors Association

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

It is recommended that the Mayor present the award to the City of Sherman's Library Services Administrator, Melissa Eason.

Alternatives:

None

Attachments

Notification of Award - Mayor's Letter

Notification of Award - Melissa Eason's Letter

Texas Municipal Library Directors Association

February 20, 2019

David Plyler
Mayor
City of Sherman
PO Box 1106
Sherman, TX 75091

Dear David Plyler:

Congratulations go to the City of Sherman. The Sherman Public Library has been awarded the 2018 Texas Achievement in Library Excellence Award.

Libraries awarded this honor were required to meet a high level of excellence in their programming and services. To be considered, recipients were required to demonstrate quality services across ten criteria.

This year, only 51 Libraries out of 548 Texas public library systems were awarded this honor. This means your Library is in the top 10% of public libraries in the entire State of Texas.

Please accept our sincere congratulations to a city which values and provides quality Library services and programs for the continued education and personal enrichment of its residents.

Sincerely,

Shelley Holley

Shelley Holley, Frisco Public Library
Chair, Achievement of Library Excellence Award
Texas Municipal Library Directors Association
An Affiliate Organization of the Texas Municipal League
www.tmlda.org

Texas Municipal Library Directors Association

February 20, 2019

MeLissa Eason
Sherman Public Library
421 N. Travis St.
Sherman, TX 75090

Dear MeLissa Eason

Congratulations go to Sherman Public Library. On behalf of the Texas Municipal Library Directors Association, I am pleased to inform you've earned the *2018 Achievement of Excellence in Libraries Award*. Your application clearly demonstrated your commitment to provide exceptional service.

Of the 548 public library systems in Texas, your library is one of only 51 who have earned this year's award. With this honor, your library is now in the top 10% of all public libraries in the State.

We know you will want to proudly display your accolades, which include an award plaque, congratulatory letter, and a digital medal. The digital medal is an image file that can be used (but not altered) on websites, email signatures, stationary, and other official library promotional materials. The digital image can be made to be clickable to the TMLDA award site, or if you prefer, to a page you create showing your accomplishments and/or completed application.

If you would like a local TMLDA representative to present your award publicly, please contact Shelley Holley, Achievement of Excellence in Libraries Award committee chair at 972-292-5610, or sholley@friscotexas.gov.

Again, congratulations on this accomplishment, and thank you for providing your community with outstanding and innovative services to enrich the lives of your residents.

Warmly,

Shelley Holley

Shelley Holley, Frisco Public Library
Chair, Achievement of Library Excellence Award
Texas Municipal Library Directors Association

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E.2.**

Meeting Date: 03/18/2019

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Accept Annual Audit Report for Year Ended September 30, 2018 from Pattillo, Brown and Hill, LLP

Issue:

To receive a presentation from Pattillo, Brown and Hill, LLP of Sherman, Texas, and accept the audit report for the year ended September 30, 2018

Background:

On February 21, 2019, the Audit Committee, City Manager and Director of Finance met with the City's external auditors to discuss the results of the independent audit for the year ended September 30, 2018. The auditors gave a "clean" audit opinion, meaning that, in their opinion, the financial statements are fairly presented in accordance with established accounting standards. The financial statements reflect that the operating results for the year ended September 30, 2018 were generally in line with expected results, and that overall financial performance was on par with the budget. There were no material findings arising out of the audit. After discussion, the Audit Committee recommended the report be presented to the Council.

Origination:

City Manager Robby Hefton

Financial Consideration:

None

Staff Recommendation:

The staff recommends that the Council accept the audit report as recommended by the Audit Committee.

Alternatives:

None recommended

Attachments

Independent Auditor's Report dated March 11, 2019

Single Audit Report 2018

Report on Internal Control

PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

To the Honorable Mayor
Members of the City Council
City of Sherman, Texas

We have audited the financial statements of the City of Sherman, Texas as of and for the year ended September 30, 2018, and have issued our report thereon dated March 11, 2019. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated June 21, 2018, our responsibility, as described by professional standards, is to form and express opinions about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City of Sherman, Texas solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, and, as appropriate, our firm have complied with all relevant ethical requirements regarding independence.

As a part of the engagement we assisted in preparing the financial statements, schedule of expenditures of federal awards, and related notes to the financial statements of the City of Sherman, Texas in conformity with U.S. generally accepted accounting principles and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services were not conducted in accordance with *Government Auditing Services.*

In order to ensure we maintain our independence for performing these nonaudit services certain safeguards were applied to this engagement. Management assumed responsibility for the financial statements and related notes to the financial statements and any other nonaudit services we provided. Management acknowledged in the management representation letter our assistance with the preparation of the financial statements and related notes to the financial statements and that these items were reviewed and approved prior to their issuance and accepted responsibility for them. Further, the nonaudit services were overseen by an individual within management that has the suitable skill, knowledge, or experience; evaluated the adequacy and results of the services; and accepted responsibility for them.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City of Sherman, Texas is included in Note I to the financial statements. As described in the notes to the financial statements, during the year, the City of Sherman, Texas changed its method of accounting for other postemployment benefits other than pensions by adopting Governmental Accounting Standards (GASB) Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits other than Pensions. Accordingly, the cumulative effect of the accounting change as of the beginning of the year has been reported in the Statement of Activitites. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of the useful lives of capital assets is based on the expected lifespan of the asset in accordance with standard guidelines. We evaluated the key factors and assumptions used to develop the estimate of useful lives in determining that it is reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of the allowance for uncollectible property taxes is based on historical collections. We evaluated the key factors and assumptions used to develop the allowance for uncollectible property taxes in determining that it is reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of the allowance for uncollectible court fines is based on historical collections. We evaluated the key factors and assumptions used to develop the allowance for uncollectible court fines in determining that it is reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of the allowance for uncollectible EMS receivable is based on historical collections. We evaluated the key factors and assumptions used to develop the allowance for EMS revenues in determining that it is reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimates of the net pension liability and other post-employment benefit liabilities is based on actuarial assumptions which are determined by the demographics of the plan and future projections that the actuarial makes based on historical information of the plan and the investment market. We evaluated the key factors and assumptions used to develop the net pension liability and OPEB liabilities determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the City of Sherman, Texas' financial statements relate to the net pension and OPEB liabilities. The disclosures in the financial statements are neutral, consistent, and clear.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has corrected all identified misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures.

None of the misstatements identified by us as a result of our audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole or applicable opinion units.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the City of Sherman, Texas' financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the management representation letter dated March 11, 2019.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the City of Sherman, Texas, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City of Sherman, Texas' auditors.

Upcoming Accounting Pronouncements

The following statements for the GASB are effective for future fiscal years ending as listed below. The City of Sherman, Texas is in the process of reviewing and evaluating these statements and their potential impact on the City of Sherman, Texas' financial statements.

Statement No. 83 *"Certain Asset Retirement Obligations"* – This Statement addresses accounting and financial reporting for certain asset retirement obligations, a legally enforceable liability associated with the retirement of a tangible capital asset. Criteria are established for determining the timing and pattern of recognition of a liability and a corresponding deferred outflow of resources for these obligations. This Statement will become effective for the City in fiscal year 2019.

Statement No. 84 "*Fiduciary Activities"* – This Statement improves guidance regarding the identification of fiduciary identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. The focus is generally on whether a government is controlling the assets of the fiduciary activity and on the beneficiaries with whom a fiduciary relationship exists. This statement will become effective for the city in fiscal year 2020.

Statement No. 87 *"Leases"* – This Statement is to improve the accounting and financial reporting for leases by governments by requiring recognition of certain lease assets and liabilities previously classified as operating leases. It establishes a single model for lease accounting based on the principle that leases are financing the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, enhancing the relevance and consistency of information about leasing activities. This Statement will become effective for the city in fiscal year 202l.

Restriction on Use

This report is intended solely for the information and use of the City Council and management of the City of Sherman, Texas and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 11, 2019

CITY OF SHERMAN, TEXAS

SINGLE AUDIT REPORT

FOR THE YEAR ENDED
SEPTEMBER 30, 2018

CITY OF SHERMAN, TEXAS

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SEPTEMBER 30, 2018

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PATTILLO, BROWN & HILL, L.L.P.
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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and
Members of the City Council
Sherman, Texas

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Sherman, Texas (the "City") as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 11, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

OFFICE LOCATIONS
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NEW MEXICO | Albuquerque

AICPA
GAQC Member

Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weakness. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 11, 2019

PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE

To the Honorable Mayor and
Members of the City Council
Sherman, Texas

Report on Compliance for Each Major Federal Program

We have audited the City of Sherman, Texas' (the "City") compliance with the types of compliance requirements described in the U.S. Office of Management and Budget *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2018. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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AICPA GAQC Member

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2018

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the City's basic statements. We issued our report thereon dated March 11, 2019, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 11, 2019

CITY OF SHERMAN, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2018

Federal Grantor/Pass-Through Grantor/ Program Title	Federal CFDA Number	Grantor or Pass-Through Grantor's Number	Program Award Expenditures	Passed Through Subrecipients
U.S. Department of Housing and Urban Development				
Direct Programs:				
Community Development Block Grant/Entitlement Grants	14.218	B-16-MC-48-0027	$ 62,114	$ -
Community Development Block Grant/Entitlement Grants	14.218	B-17-MC-48-0027	184,261	23,593
Total Community Development Block Grant/Entitlement Grants			246,375	23,593
Total U.S. Department of Housing and Urban Development			246,375	23,593
U.S. Department of Justice				
Direct Programs:				
Edward Byrne Memorial Justice Assistance Grant	16.738	2016-DJ-BX-0133	3,204	3,204
Bullet Proof Vest Partnership	16.607	-	4,875	-
Equitable Sharing Program	16.922	TX0910400	87,859	-
Total U.S. Department of Justice			95,938	3,204
U.S. Department of Transportation				
Passed through the Texas Department of Transportation:				
Federal Highway Administration - Highway Planning and Construction/ Transportation Alternative Project	20.205	CSJ: 0045-04-066	259,679	-
Total U.S. Department of Transportation			259,679	-
U.S. Department of Homeland Security				
Passed through Texas Water Development Board:				
Flood Mitigation Assistance	97.029	1500011965	366,974	-
Total U.S. Department of Homeland Security			366,974	-
U.S. Department of Health and Human Services				
Passed through Texas Health and Human Services Commission				
Ambulance Services - Uncompensated Care Cost	93.778	86350801	400,408	-
Total U.S. Department of Health and Human Services			400,408	-
Total Federal Expenditures			$ 1,369,374	$ 26,797

CITY OF SHERMAN, TEXAS

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

SEPTEMBER 30, 2018

Note 1 – General

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the City and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of the Uniform Guidance. Therefore, some amounts presented in the schedule may differ from amounts presented in, or used in the preparation of, the basis financial statements.

The City's reporting entity is defined in Note I to the City's basic financial statements. Federal awards received directly from federal agencies as well as federal awards passed through other government agencies are included in the schedule.

Note 2 – Subrecipients

Program Title/ Subrecipient	Federal CFDA #	Amount
Child and Family Guidance Center of Texoma	14.218	$ 4,000
Boys and Girls Club of Sherman	14.218	3,900
Housing Authority of the City of Sherman, Texas	14.218	10,000
Grayson County Shelter, Inc.	14.218	3,000
Grayson County Crisis Center	14.218	2,693
Justice Assistance Grant:		
City of Denison	16.738	3,204

Note 3 – Indirect Cost Rate

The City has elected not to used the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

CITY OF SHERMAN, TEXAS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED SEPTEMBER 30, 2018

Summary of Auditors' Results

Financial Statements:	
Type of auditors' report issued	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	None
Significant deficiency(ies) identified?	None reported
Noncompliance material to financial statements noted?	None
Federal Awards:	
Internal control over major programs:	
Material weakness(es) identified?	None
Significant deficiency(ies) identified?	None reported
Type of auditors' report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a) of Uniform Guidance?	None
Identification of major programs:	

CFDA Number:	Name of Federal Program:
20.205	Highway Planning and Construction/ Transportation Alternative Project
97.029	Flood Mitigation Assistance

Dollar threshold used to distinguish between type A and type B programs for federal single audit:	$750,000
Auditee qualified as low-risk auditee for federal single audit?	No

Findings Relating to the Financial Statements Which are Required to be Reported in Accordance With Generally Accepted Government Auditing Standards

None

Findings and Questioned Costs for Federal Awards

None

PATTILLO, BROWN & HILL, L.L.P.
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To the Honorable Mayor
Members of the City Council
City of Sherman, Texas

We have audited the financial statements of the City of Sherman, Texas as of and for the year ended September 30, 2018, and have issued our report thereon dated March 11, 2019. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated June 21, 2018, our responsibility, as described by professional standards, is to form and express opinions about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City of Sherman, Texas solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, and, as appropriate, our firm have complied with all relevant ethical requirements regarding independence.

As a part of the engagement we assisted in preparing the financial statements, schedule of expenditures of federal awards, and related notes to the financial statements of the City of Sherman, Texas in conformity with U.S. generally accepted accounting principles and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services were not conducted in accordance with *Government Auditing Services.*

In order to ensure we maintain our independence for performing these nonaudit services certain safeguards were applied to this engagement. Management assumed responsibility for the financial statements and related notes to the financial statements and any other nonaudit services we provided. Management acknowledged in the management representation letter our assistance with the preparation of the financial statements and related notes to the financial statements and that these items were reviewed and approved prior to their issuance and accepted responsibility for them. Further, the nonaudit services were overseen by an individual within management that has the suitable skill, knowledge, or experience; evaluated the adequacy and results of the services; and accepted responsibility for them.

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Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City of Sherman, Texas is included in Note I to the financial statements. As described in the notes to the financial statements, during the year, the City of Sherman, Texas changed its method of accounting for other postemployment benefits other than pensions by adopting Governmental Accounting Standards (GASB) Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits other than Pensions. Accordingly, the cumulative effect of the accounting change as of the beginning of the year has been reported in the Statement of Activitites. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of the useful lives of capital assets is based on the expected lifespan of the asset in accordance with standard guidelines. We evaluated the key factors and assumptions used to develop the estimate of useful lives in determining that it is reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of the allowance for uncollectible property taxes is based on historical collections. We evaluated the key factors and assumptions used to develop the allowance for uncollectible property taxes in determining that it is reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of the allowance for uncollectible court fines is based on historical collections. We evaluated the key factors and assumptions used to develop the allowance for uncollectible court fines in determining that it is reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of the allowance for uncollectible EMS receivable is based on historical collections. We evaluated the key factors and assumptions used to develop the allowance for EMS revenues in determining that it is reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimates of the net pension liability and other post-employment benefit liabilities is based on actuarial assumptions which are determined by the demographics of the plan and future projections that the actuarial makes based on historical information of the plan and the investment market. We evaluated the key factors and assumptions used to develop the net pension liability and OPEB liabilities determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the City of Sherman, Texas' financial statements relate to the net pension and OPEB liabilities. The disclosures in the financial statements are neutral, consistent, and clear.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has corrected all identified misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures.

None of the misstatements identified by us as a result of our audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole or applicable opinion units.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the City of Sherman, Texas' financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the management representation letter dated March 11, 2019.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the City of Sherman, Texas, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City of Sherman, Texas' auditors.

Upcoming Accounting Pronouncements

The following statements for the GASB are effective for future fiscal years ending as listed below. The City of Sherman, Texas is in the process of reviewing and evaluating these statements and their potential impact on the City of Sherman, Texas' financial statements.

Statement No. 83 *"Certain Asset Retirement Obligations"* – This Statement addresses accounting and financial reporting for certain asset retirement obligations, a legally enforceable liability associated with the retirement of a tangible capital asset. Criteria are established for determining the timing and pattern of recognition of a liability and a corresponding deferred outflow of resources for these obligations. This Statement will become effective for the City in fiscal year 2019.

Statement No. 84 "*Fiduciary Activities"* – This Statement improves guidance regarding the identification of fiduciary identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. The focus is generally on whether a government is controlling the assets of the fiduciary activity and on the beneficiaries with whom a fiduciary relationship exists. This statement will become effective for the city in fiscal year 2020.

Statement No. 87 *"Leases"* – This Statement is to improve the accounting and financial reporting for leases by governments by requiring recognition of certain lease assets and liabilities previously classified as operating leases. It establishes a single model for lease accounting based on the principle that leases are financing the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, enhancing the relevance and consistency of information about leasing activities. This Statement will become effective for the city in fiscal year 202l.

Restriction on Use

This report is intended solely for the information and use of the City Council and management of the City of Sherman, Texas and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 11, 2019

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E.3.**

Meeting Date: 03/18/2019

Prepared By: Terrence Steele, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Quarterly Report on the Sherman Cultural District

Issue:

To receive the Sherman Cultural District quarterly report from Ginger Nye, Director of the Center for Community & Regional Development at Austin College

Background:

The brief presentation by Mrs. Nye will provide the City Council with an overview of the Cultural District's activities and accomplishments since it was first designated in September 2018. This is the first quarterly report presented to the City Council; and the next will be provided at the June 3rd City Council meeting.

Origination:

City Council

Financial Consideration:

This presentation is for informational purposes only and has no impact on the City's revenues or expenses.

Staff Recommendation:

No action is required of the City Council.

Alternatives:

None recommended

Attachments

Quarterly Report of March 18, 2019

5-Year Timeline for Action

Art Tour Guide

Sherman Cultural District

AUSTIN COLLEGE
Center for Community & Regional Development

Quarterly Report

3.18.19

ShermanArts.org

The mission of the Sherman Cultural District is to advocate for the arts and artists, improve the built environment, promote arts-based tourism and economic growth, and create opportunity for inclusive cultural and civic engagement with art in all forms.

The vision is for the Sherman Cultural District to remain a lively, imaginative and evolving artistic hub that engages all people in the creative life of the community.

ShermanArts.org

Sherman Cultural District Advisory Council:

City Council Rep:
Daron Holland
City of Sherman Management staff:
Terrence Steele
Sherman Main Street rep: Sarah McRae
Sherman Chamber rep: Eddie Brown
2 Artists or arts organization reps:
Dan Dominick, Sherman Symphony Orchestra
Heidi Rushing, Artist
2 Arts-based DT business owners
Sherry Little, Old Iron Post
Odee Ayala, Odee's Photography
2 Reps from cultural groups:
Karen Tooley, Downtown Sherman Now
Henry Maroquin, Hispanic Heritage
3 AC staff including Director/CCRD:
Cary Wacker, Leigh Ellen Romm,
Christopher Mainet, Ginger Nye

UNWRAP THE ARTS!

You're invited!

SHERMAN CULTURAL DISTRICT

PROCLAMATION & CELEBRATION

FRIDAY, NOVEMBER 30, 2018

11 AM | MUNICIPAL BALLROOM | 400 NORTH RUSK ST

With Dr. Gary Gibbs, Executive Director
Texas Commission on the Arts

MUSIC, ART & REFRESHMENTS | PUBLIC INVITED

More at www.shermanarts.org

VOLUNTEER

Sherman
Tourism &
Main Street Office
Annie

Annie

SHERMAN ART LEAGUE
S.A.L.

To: Sherman
From:
To: Sherman
From:
FocalpOint(1)

To: Sherman
From:

What's Going On?

Sherman Cultural District

What's Going On?

ART Exhibit in businesses
Feb 1 - 28 throughout the Cultural District

Music Man
Sherman Community Players
Feb. 15 - 24
Historic Finley Theater

Downtown Sherman Mardi Gras Celebration & Contest
Sat. Feb 23

Cheaper by the Dozen
March 1 - 10
Honey McGee Playhouse

Beethoven's Eighth Symphony
Sat. March 2, 7:30pm
Kidd Key Auditorium

Downtown Sherman
Saint Paddy's Day Parade
Sat. Mar 16th, 11:00am

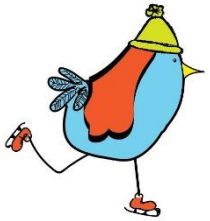
Sherman Celtic Festival & Highland Games
Mar 23 - 24, 9:00am - 6:00pm

Sherman Jazz Classic
April 5 - 7 series of concerts
Old Iron Post,
Sherman Jazz Museum and
Kidd Key Auditorium

Craft the Night Away
April 13, Courthouse Square
A Celebration of craft beer, local music & hand-made crafts

Keep up with what's going on in the Sherman Cultural District at

ShermanArts.org



TheATRICKS

Sherman Symphony Orchestra

SHERMAN CELTIC FESTIVAL & HIGHLAND GAMES

Band on the Run
Mini-K Fun Run 5K

CRAFT the Night Away
DOWNTOWN SHERMAN now
APRIL 13,2019

ART HERE!

Come on in & take a look!

Get a map inside and take your own ART TOUR through the

Sherman Cultural District

ShermanArts.org

Supported by the Austin College Center for Community & Regional Development

Frame Team

Custom Picture Framing

- SINCE 2000 -

214 W HOUSTON - SHERMAN TX
903-891-9370

Knight

FURNITURE & MATTRESS

Upholstery girl

Pretty SOUTHERN Mess

Sherman Public LIBRARY

SHERMAN MAIN STREET

ARThropology

Gallery & Creative Workshops for all ages.

MYSTIC Studio & Gallery

Bean Me Up

Coffee House & Bistro

Gallery OFF the Square

GENT'S VII Barbershop

PRINT WORKS

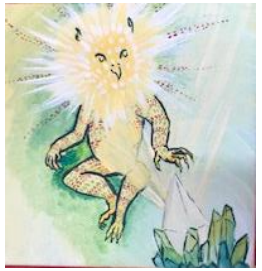
SCREEN PRINTING & EMBROIDERY

EST. 2011

laurel e.

Fulbelli's RESTAURANT

WINTER ARTS
GDASH 2019
S
TEXAS ARTS DISTRICT

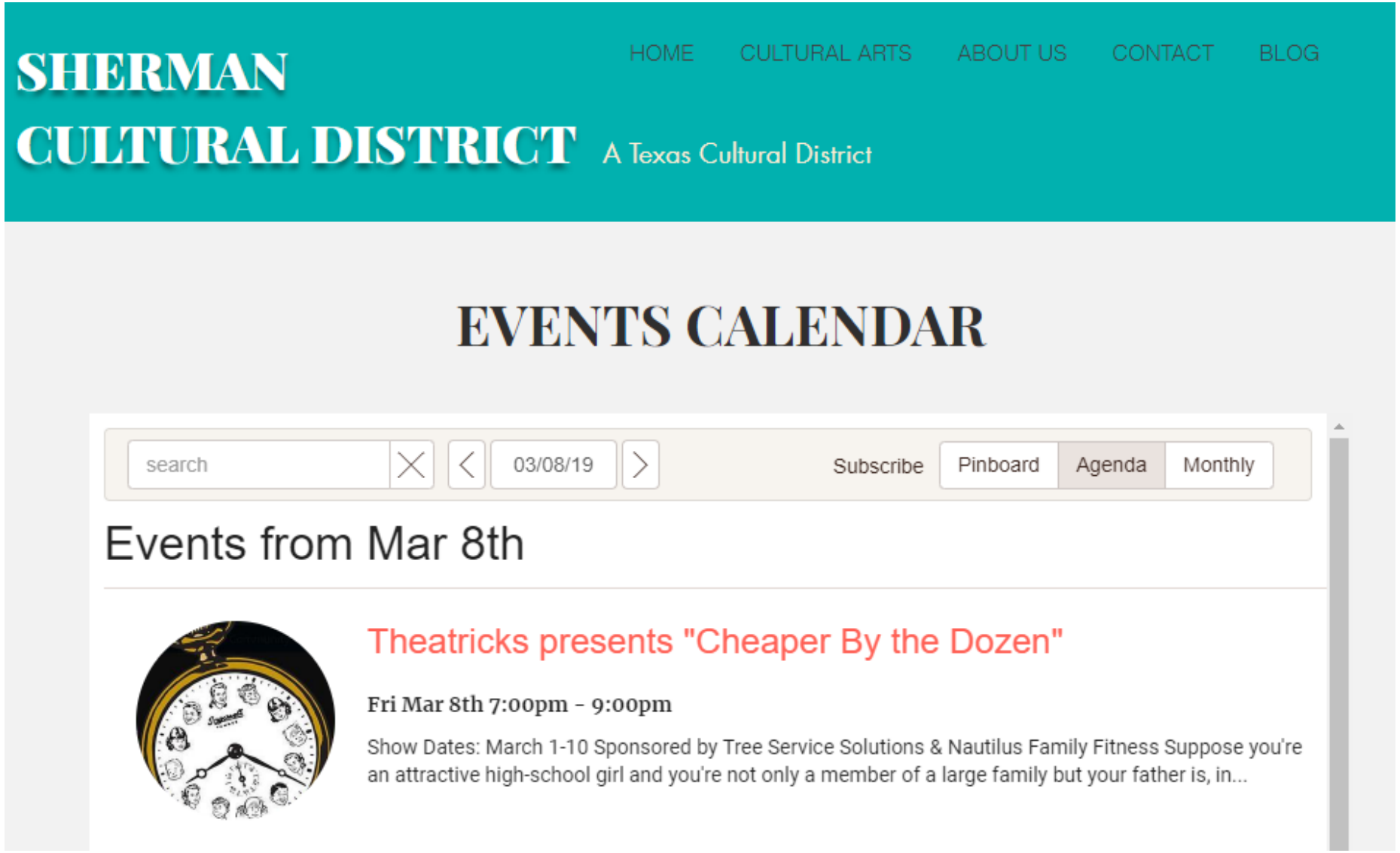


Viva
Con
Alma
COHIBA

ROD
2019

	2018-2019
Coordination of Planning	✔ 1. Roll out SCD Brand ✔ 2. New cultural district website launch 3. Host biannual Creative Conversations town halls 4. Implement Social Media Strategy ✔ 5. Student Interns programs ✔ 6. Comprehensive arts calendar
Nurturing Diversity	✔ 1. Launch Focalpoint(!) Project ✔ 2. Organize outreach committees under Cultural District Council ✔ 3. Establish formal partnership with SISD
Improving the Built Environment	1. Perform inventory of sidewalks and wheelchair accessibility in SCD 2. Perform assessment of lighting 3. Catalog visual clutter 4. Add bike racks 5. Create designs for wayfinding sign system
Creating Artist Space	1. Assess availability of performing arts spaces 2. Assess availability of studio/maker space 3. Perform inventory of loft space in downtown buildings
Adding Public Art	✔ 1. Focalpoint(!) Project 2. Engage local artists to design photo stops in SCD

#Dalla



ShermanArts.org

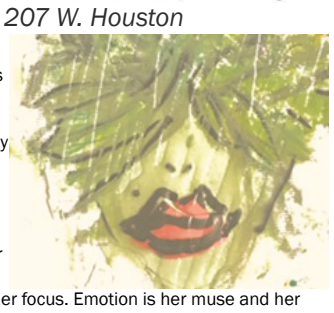
Sherman Cultural District

A 5-year Timeline for Action

	2018-19	2019-2020	2020-2021	2021-2022	2022-2023
Coordination of Planning	•New cultural district website launch •Comprehensive arts calendar available city-wide •Implement Social Media Strategy •Student Interns program •Roll out SCD Brand •Host biannual Creative Conversations town halls	•Design & produce rack cards to be updated biannually •Develop business volunteer program •Deploy Street Team marketing •Establish methodology for visitor tracking •Host biannual Creative Conversations	•Produce first multi-organization, themed event over 9 months •Implement new tour program (theme to be determined) •Increase statewide marketing	•Target market and visitor tracking reassessment •Establish Cultural Arts Grant Program	•New 5-year Strategic Plan •Continue with Visitor Tracking •Long-term funding plan for work in SCD
Nurturing Diversity	•Launch Focalpoint(!) Project •Organize outreach committees under Cultural District Council •Establish formal partnership with Sherman Independent School District	•Year 2 of Focalpoint(!) project—MLK and Cinco de Mayo events •Organize Youth Art team	•Focalpoint(!) activities expand to Asian and Native American communities •Focalpoint(!) Festival and conclusion of NEA grant	•Develop multicultural toolkit for festivals, events, businesses and artists	•Create new outreach programs around Focalpoint(!) Phase II
Improving the Built Environment	•Perform inventory of sidewalks and wheelchair accessibility in SCD •Perform assessment of lighting •Catalogue visual clutter •Add bike racks •Create designs for wayfinding sign system	•Install new wayfinding signage •Initiate accessibility upgrades •Create prototype parklet designs for use during festivals •Working with Main Street, create art solutions for vacant lots and windows •Prioritize blocks for clutter clean-up and initiate program	•Implement first stages of Mulberry Street corridor upgrades •Continue clutter-clean up •Continue art program for vacant properties	•Begin extension of streetscape elements to off-Square and side streets •Establish identity for Travis Street Corridor	•Support for art-based infill development
Adding Public Art	•Launch Focalpoint(!) Project •Engage local artists to design photo stops in SCD	•Create round I of public art designs resulting from Focalpoint(!) project •Mount first traveling art exhibit	•Round II of Focalpoint(!) designs •Adopt long-term funding mechanism for public art •Work with consultant on long-term public art plan	•Commission major work of public art •Launch of Focalpoint(!) Phase II	•Implement Artist-in-Residence program
Creating Artist Space	•Assess availability of performing arts spaces •Assess availability of studio/ maker space •Perform inventory of loft space in downtown buildings	•Create listing of spaces for rent for maker space, residential, events •Research incentives or subsidies for artist live-work space	•Identify investors and sites for permanent community art space •Refurbish 2 artist live-work properties	•Working with Main Street, support three new private spaces for arts activities	•Open new public art center

ARThropology
Gallery & Creative Workshops for all ages.
207 W. Houston

BIBA BALL



Tom Bean, Texas is where Biba hangs her proverbial cowgirl hat. It's only been in the last 7 years that this city girl moved to the country and began to paint. Oil and/or mixed media on canvas has been her focus. Emotion is her muse and her goal for the viewer. Biba has three young-adult children who are appreciative recipients as well as personal critics of her work. Abstract art always evoked feelings in her, and that is the intent for her audience. Biba believes every child is an artist and she chooses to be a kid again...

HAZEL BRIGHT

Hazel Bright is a Texas artist who spent the better part of two decades on a journey with brush in hand. She has always relished working with her hands be it tole painting, woodworking, sewing, quilting, crocheting, home remodeling or gardening. But it wasn't until the Christmas when her husband "gave her art" by way of an easel and a gift certificate for lessons that she began oil painting. Hazel's passion for learning has taken her many places, including Florida, to obtain her Bob Ross teaching certificatation in both landscapes and florals.
Hazel travels when she can and takes many photographs that figure into her paintings. Acrylic pouring has become a favorite technique of late. Hazel enjoys painting with a group of artists who have been meeting weekly for several years to share techniques and tidbits.

BARBARA DONCASTER

For Barbara Doncaster, growing up in the small town of Great Barrington in the Berkshires was wonderful. She was surrounded by beautiful landscapes and forever-changing seasons with cascades of flowers for inspiration.
Thoughout her career Barbara has been fortunate to impact the art world from serving as art league president, show juror, demonstrator and teacher.
Watercolor is her medium of choice and she enjoys adding a form of collage to her paitings which takes her work to another dimension.
Barbara says painting is a fabulous journey, you never know where it will lead you. But when she looks at a piece of white paper and starts laying in the colors ... things happen. It brings her great happiness to touch someone's life through painting. This is the way life should always be.

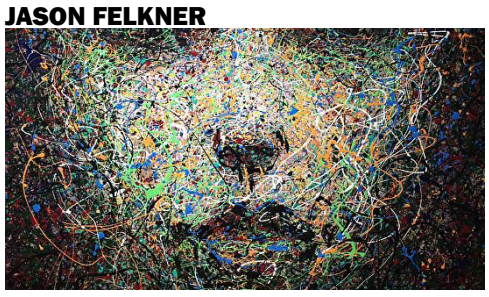
HOLLY DONCASTER

grew up in The Berkshires, a small town in Massachusetts. She earned a BFA/Fine Arts with a minor in Education at Adelphi University, New York. She developed the Young Artists Summer Program at The Interlochen School of Art where her students learned all mediums through hands-on art exploration.
Teaching the fundamentals of art and encouraging all ages and skill levels to enrich their lives through hands-on experience in the visual arts became a way of life. Holly is passionate about art, pottery and teaching so it was only natural for her to open a studio in the Berkshires. When she moved to Texas in the 90's, she opened several more. She was awarded BEST ART CLASSES in 2003 by the Dallas Observer.
Many of her pieces have been featured in galleries and juried shows. After working in Career Services and Student Affairs at the Art Institute in Dallas, she decided to open ARThropology in May of 2017 in Sherman Texas. ARThropology offers art and pottery classes for all ages, Arty Parties for birthdays, showers, team building and corporate events, summer art camps, workshops and more. The gallery features several artists and gifts. Holly says that life without ART is just EHH!

SANDRA DEANDA

Sandra Deanda is a native Texan artist raised in Austin and currently living in Sherman. Deanda's artistic influences are Frida Kahlo, Craig Thompson, Christian Ward, and Queer Mortale. She enjoys painting and drawing using primarily inks, pencils and watercolor to create her favorite subject matter - unusual portraits. Although she doubted it when her art professor stated that an artist should listen to the canvas, she now believes it to be true. Deanda's art process is to go with the flow. She starts by marking one line and then uses her skills and snippets of visual cues to create her unusual portraits. She likes to paint or draw things that have never existed, creating something completely new and original.
Sandra doesn't always fully understand her creations, but she enjoys making them and hopes viewers will take away some enjoyment from them as well.
Deanda received her B.F.A with a concentration in painting and drawing from Hardin-Simmons University in Abilene, Texas. She is currently working on digital art for a collaborative comic written by James T. Witherspoon titled *Natural Twenty* and continues to post traditional work on her Instagram @ sandradeandaart

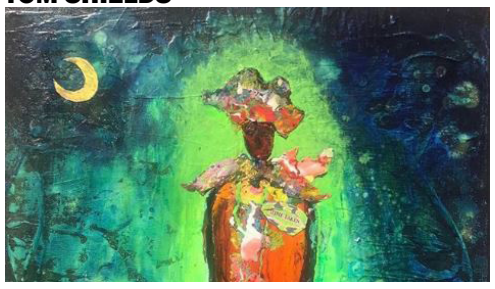
JASON FELKNER



Jason Felkner has been a professional artist for thirty years; primarily a portrait/figurative artist working in both oil and acrylics. Felkner has created and continues to create paintings in several signature original styles. Felkner studied at Ringling School of Art & Design in Sarasota, Florida. He now maintains a studio in the downtown Plano Arts District where he continues to build upon the body of original styles including his 'Realistic Action' paintings, his 'Rain' paintings as well as his traditional portraiture in the alla prima technique.

VITINA'S
deli &
BOILER ROOM
404 W. Lamar

TOM SHIELDS



Local downtown property owner Tom Shields has an artistic bent that started while attending grade school in Clarendon, Texas. In 2012, with the urging of his wife Karen to " Stop getting paint on my floor!" He bought an old gas station located at the corner of Willow and Lamar in East Sherman and converted it into his art studio, which is conveniently located just a short walk from the 1912 Firestation they converted for their residence in 2007.
The availability of his own studio allowed Tom the freedom to not only experiment and create his colorful figurative abstract art, but also to enjoy he occasional cigar while at the same time gather the latest neighborhood news from all the visitors who randomly drop by.

Sandi's
BOUTIQUE
inside Kelly Square
115 S. Travis

MARTINA NOBLE

As the daughter of a Naval architect, Martina Noble grew up on the shipyards of Hamburg, a port town in Northern Europe. A family of sailors, they spent summer weekends on the Elbe River, the Baltic and the North Sea, and winters working on their boat.
Aside from "Fernweh," thus sparked a fascination with metal and the ocean. Life on the water is simple, beautiful and stark: sparkling sunlight and ferocious storms.
Jewelry is an ancient, intimate art form - worn on the body, making a statement.
Using, silver, gold, gemstones and found materials, Martina searches simple lines, the essence of a shape or a concept: a rolling wave, a smile. At their essence life, people and ideas intersect and celebrate commonality.
Martina holds a Graduate Jeweler Diploma from the Revere Academy in San Francisco, an MA in International Relations and Economics from Johns Hopkins (Paul Nitze School of Ad vanced International Relations) and a BA in Political Science from Austin College. She lives and works out of an old fire station in Sherman, TX.

LIZ WALTERS

A well-known regional artist, Liz Walters started out in oils as a portrait painter. She changed to acrylics after becoming allergic to oils and ventured into landscapes and cityscapes. In searching for her own path, she abandoned brushes in favor of palette knives. Liz found the contemporary impressionistic style of painting to perfectly fit her looser approach. As she followed her inclination toward this colorful, open technique, abstract approaches to landscapes were evident.
Liz adds the medium of resin to her work to lend an exciting new look to some of her current paintings. The pigments are imbedded and manipulated to achieve her most dynamic work yet.
Liz studied art at Southeastern, and at the Houston Art Museum, Southern Methodist University and under many individual artists. Her work may be seen at the D'art Gallery. She has received awards in numerous shows throughout the region.

Bean Me Up
Coffee House & Bistro
Inside Kelly Square at 115 S. Travis

AMY HOFFMAN-SHEHAN

Amy's recent creations in recycled silk sari yarn are inspired by lifelong intersts. She began sewing at age 9, learned to crochet while in High School and learned to knit as a college student. A third-generation recycler who volunteered to sort recycling for the City of Richardson as a pre-teen, she became interested in other environmental issues as a result of developing chemical sensitiviteis after two cases of exposure that caused asthmatic reations. Being chemically sensitive, Amy has searched for ways to express her creativity without risking chemical exposure. Discovering recycled silk sari yarn offers the opportunity to explore many loves - color, texture, recycling and repurposing, and jewelry.

CARY WACKER

Cary Wacker has lived in Sherman since 1979 after graduating from Baylor University with an English degree. Working in the communications field has provided opportunities for graphic design work, including publication production and photography. Taking photos wasn't limited to work assignments, however. Through classes, self-study and practice, she has enjoyed learning more about the art of photography, and is now in a phase of creating mixed media works based on her images of Sherman and the surrounding landscape.

Fulbelli's
RESTAURANT
Inside Kelly Square at 115 S. Travis

MONICA COWSERT

Monica Minshew Cowsert lives and works in Dallas, Texas. A native of Sherman, she has always been surrounded by the arts in one form or another. Her earlier years were spent studying music. She played the harp from a young age and continues to this day. She had the opportunity to study art history in Europe and was heavily influenced by the art and colors of San Miguel de Allende, Mexico where she lived and took art classes for a summer. These influences along with her love of nature are clear in the art she produces. Her vibrant colors and the layering of color creates a style that seems best described as Fauvistic with a focus on the aesthetic nature of each piece. Her distinctive personal style emanates joy and peace and expresses a vibrant spirit. Monica continues to explore art techniques with classes en plein air, encaustic, and mixed media while keeping oil painting as her focus. A sampling of her work can be seen at MCowsertArt.com. As the artist explains, "I am a story teller and I welcome you to join me on this visual journey."

PRINT WORKS
SCREEN PRINTING & EMBROIDERY
108 E. Houston

MARY RYLANT

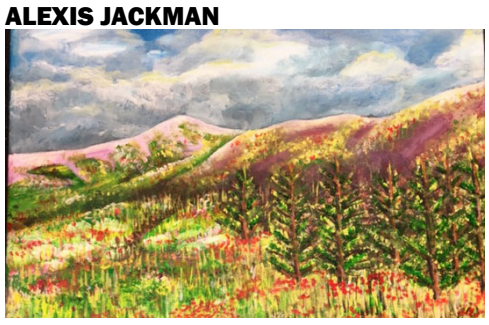
Mary Rylant is an award winning artist living in Denison, Texas where her gardens beg to be painted. Her artist's eye emerged early on as a young girl in Dallas where she worked in commercial art. Her boundless creativity continued, leading her to spend her life in various facets of color and design, making the world a little more beautiful everywhere she settled. Her artistic vocations include a salon colorist career and a landscape design business, but she was always a true artist on her own time.
Now that Mary has entered the second and best phase of her life she can pursue her lifelong passion for art. Her stylized paintings demonstrate her fascination with color and balance, oftentimes drawing on Mother Nature's bounty. Her work is always evolving as she experiments with multiple layers of texture and color using an unconventional technique she developed. The complexity of her paintings creates depth, and her unique style catches the art lover's eye.
Mary has been blessed with two daughters, who wrote this bio and are artists themselves, and four grandsons.

Knight
FURNITURE & MATTRESS
108 W. Lamar

KORTNEY DUNN

Kortney Dunn is currently a senior at Sherman High School. She has been involved in Mrs. Young's Advance Placement (AP) Art classes for 2 years; Studio Art her junior year and 3-D Art this year. Her AP Studio Art concentration was titled, "My Bucket List."
She enjoys painting landscapes using color and texture to depict tourist sites around the world that she plans to visit someday. Her art displays vibrance and vivid colors as she sees traveling as a topic of inspiration and wonder.
Kortney will be graduationg this year and attending Texas A&M University in the fall.

ALEXIS JACKMAN



Alexis Jackman is a senior at Sherman High School. She has taken art all four years in High School, including Advanced Placement (AP) Drawing, 2-D and 3-D Art. She loves to draw and paint colorful landscapes and creative still-lifes with varying patterns and textures. Alexis's AP concentration last year focused around scenes of well-known fairy tales with altered endings. Her portfolio includes unique work that gives the viewer a chance to imagine, "what if ..."
Alexis will graduate in May and plans to attend Brigham Young University in the fall where she will continue to design and create.

EMMA HAMMETT

Emma Hammett is a senior at Sherman High School. Her love for art began before she could talk and has been growing ever since. She has taken Advanced Placement (AP) Art for three years and has earned college credit in AP Drawing, Studio Art and 2-D Art. This semester she will be finishing her 3-D portfolio to submit for evaluation in May.
Emma enjoys using watercolor and ink in her work, but her favorite medium is acrylics. She loves painting landscapes, still-life, pet portraits and portraits of her friends and family. Her passion for art is strong and she plans to continue working on her art throughout college and the rest of her life. After graduation this spring, Emma will attend Texas A&M to pursue a career in engineering.

SHERRY YOUNG

Art for Sherry Young is more than a subject; it is a true life's journey. She hopes to take every opportunity to learn, seek, create and re-evaluate when necessary. This philosophy is what she endeavors to instill in her students at Sherman High School. She ecourages them to take every challenge and turn it into an opportunity to put their stamp on the world.
Favorite Quote: When I stand before God at the end of my life I would hope that I would not have a single bit of talent left and could say, "I used everything you gave me."
Sherry has a B.A. in Art and Art Education, M.A. in Art Education. She lives in Sherman with her husband Drew and their dogs Cooper and Millie.

Sherman Cultural District
WINTER ART
Tour Exhibit Dash
ShermanArts.org

Art Exhibits at businesses through the month of February

ART DASH
2.16.19 at 3 pm
Courthouse Market Building, Corner of Travis & Houston

Buy a $30 ticket to DASH and go home with an original piece of art!
Tickets available at ShermanArts.org

But wait - there's more!

Check out all this other stuff going on in the Sherman Cultural District

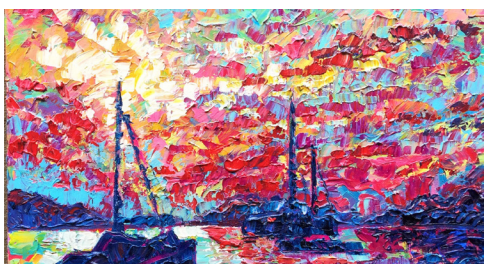
MUSIC MAN • Sherman Community Players, Feb 15 - 24
Mardi Gras Celebration & Contest
DTSherman Now, Feb 23
CHEAPER BY THE DOZEN • Theatricks, Mar 1 - 10
BAND ON THE RUN 5K • SHS Band 3/2
Beethoven's Eighth • March 2
Sherman Symphony Orchestra
St. Paddy's Day Parade
DTSherman Now, Mar 16
SHERMAN CELTIC FESTIVAL & HIGHLAND GAMES • Mar 23 - 24
Sherman JAZZ Classic • April 5- 7
CRAFT THE NIGHT AWAY • April 13

Sherman Cultural District
ShermanArts.org

laurel e.

110 S. Crockett

BETH HUBBERT

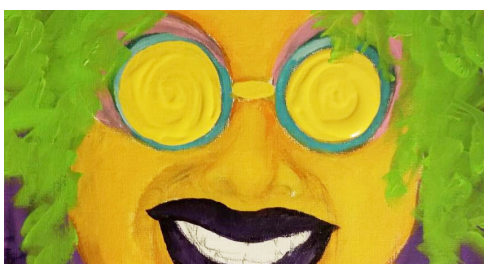


Beth Hubbert, is an ARTIST in capital letters, because she simply must create. She is enthused by COLORS and the happiness they may create. Art is an essential part of her core being. She received a fine arts degree in painting and drawing from the University of North Texas. She later returned to college to become certified as an all-level art educator to enable her to share the passion for creative learning with young people in public and private art education. Her journey has included her husband, John, and her four children. Raising triplet daughters and a 15-month younger son added color and delight to her creativity in unimaginable ways. With her children grown, she is now assisted in her studio by her two loyal dogs who know the routine of turning the music up and shutting the world out while the paintings emerge. Beth and John are traveling enthusiasts which leads to experience-inspired creations varying as widely as colorful landscapes to whimsical birds to abstract paintings and collages. No matter how much she learns artistically, the entire process is a continuous and spectacular journey with her goal being to make someone smile. Beth describes her art quest with one of her favorite quotes from Danny Kaye, "Life is a great big canvas and you should throw all the paint on it you can!"

FOUNDED 1846
SHERMAN MAIN STREET

100 N Travis Suite D

ANIKAH McRAE EASON



Anikah describes herself as your neighborhood artist playing with her paints again. She doesn't care as much for the big picture as she does for the details.
Anikah calls the art she is displaying at the Sherman Tourism & Main Street Office her RE-inspired pieces. She hasn't felt inclined to create for a few years and these paintings focus on the who's, where's and what's in her life that have reignited her passion for painting.

Mystic Studio & Gallery
104 W. Mulberry

JONI BEAMISH

Joni Beamish has succeeded at making art that sells without making art to sell. Her Mystic Studio originated in a small fishing village in Matagorda, TX in 2001. It was Joni's dream project and it started out as a small clay studio in an old gas station. It wasn't long until Joni noticed faces occasionally peering into the front window; then one day a couple of women out for a walk ventured in and said, we love this stuff, can we buy some? The rest is history. Mystic Studio relocated to Denison in 2007 and in 2018 Joni brought Mystic to Downtown Sherman at 104 W. Mulberry, the corner of Travis & Mulberry – just look for the big nose. Then come on in and snoop around!

Pretty SOUTHERN Mess

107 N. Travis

KATE HEARN

Kate Hearn is a local art teacher who enjoys sharing her love and knowledge of art with her students. And, it works both ways since her students inspire Mrs. Hearn in her own art making every day. The love and joy that her students get from learning and creating art is powerful to experience. Kate was a student of Sherman ISD, and had Mrs. Sherry Young as her art teacher in high school. She is very glad to be back in Sherman teaching future Bearcats!
Kate attended the University of North Texas and received a BA in Visual Art Studies with a minor in Professional Development. She began her teaching career at Wakefield Elementary in Sherman, taught in a few different cities but she eventually made her way back home.

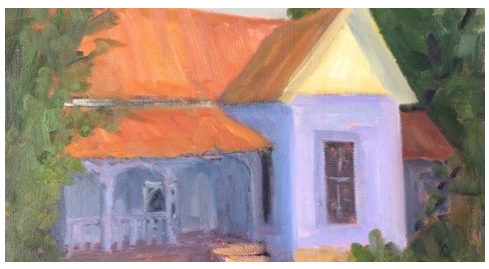
NEBLETT ELEMENTARY ART STUDENTS

Neblett art students have been learning about many different art techniques and media this year. At Neblett, students are offered the opportunity to particpate in after-school clubs. Most of the artwork displayed as part of the Winter Art Tour is by 3rd and 4th grade students who have chosen to participate in the ART CLUB.
These students have worked incredibly hard this year on their final pieces. All Neblett art students are encouraged to use their time in art class to learn many different things about art, create beautiful work, and have fun! They are all artist and their art brings such joy to the world.

Upholstery girl

217 N. Travis

Nancy Sterling Tyler



Nancy Tyler, of Dallas, Texas began playing around with oil paints in the late 1970s and has only recently given it a serious push. Mostly self-taught with occasional classes and workshops ramped up for the last decade. Artists of greatest influence are Charles Movalli, Rene' Wiley, Jill Carver, and the very troubled Vincent Van Gogh.

Frame Team
Custom Picture Framing
- SINCE 2000 -
214 W HOUSTON - SHERMAN TX
903-891-9370

214 W. Houston

JOHN ROBINSON

Dr. John Robinson is a Sherman, Texas artist. John retired from a successful career at Texas Instruments and MEMC in applied research and management at the executive level. He has had an interest in art since his youth. After moving to Sherman, John worked with water media to create landscape paintings but his career came first and he took a 20-year hiatus from any active painting.
After retirement, John renewed his love and appreciation of art and the numerous intellectual challenges in the broad field of art. He enjoys the intensity, variety, textures and saturation of color that can be achieved with oils. His landscapes, done on location, en plein air, exude spontaneity in color and bold brush-work. He believes that each piece of art should have an intense emotional impact for both the artist and the viewer. John and his wife, Judy, reside in Sherman.

VIVIAN SPEARS

Vivian has strong ties to the Texoma area having gone to Denison High School and Grayson College (studying nursing). She also studied biology and art at Pittsburgh State University. She works in several mediums including stained glass, painting, and collage often mixing the mediums in interesting ways. Vivian was an original member of GYST that has had gallery and exhibition space and art activities over the years in the Texoma Area.

Gallery OFF the Square

at Ideation Station, 101 E. Jones

E.O. COX

E. O. Cox moved to Sherman, Texas in 1999 with her family and graduated from Sherman High School in 2003. She majored in art at Austin College, where she began directing the focus of her artwork toward themes of psychological alchemy. Her strongest influences include Leonora Carrington, C.G. Jung, Jorge Borges, and William Blake. She also draws from mythological and religious imagery, icons, archetypes, and ancient and traditional art from a diversity of cultures. Her work often includes these themes and imagery directly or by reference, as well as the characters and objects that populate an interior terrain.

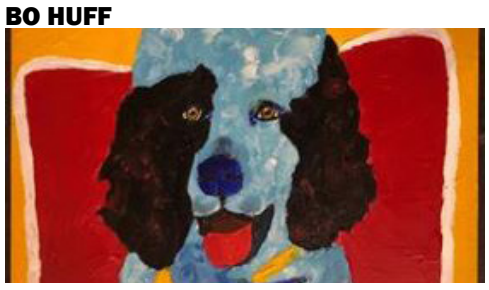
LIZ ELSBERG

Liz Elsberg is a multi-media artist and learning and development professional in the Dallas area. Her artistic work has been featured in various exhibitions both regionally and nationally and her professional work has enhanced training for more than 50,000 employees for several corporations nationwide.
Since achieving a Bachelor of Fine Arts degree in Sculpture from Texas A&M University-Commerce, Liz has continued producing art by exploring a variety of media such as; printmaking, photography (digital and film), soft, fabric-based sculptures, multi-media sculptural installations, and video. Repetition of form, sound, and action are frequently used in her work.
She is co-director, along with Dr. Jean Roelke, of the Ghost Town Arts Collective and her latest endeavor is building a traditional black and white darkroom laboratory with the collective.

LEE HARLAN

Lee Harlan is a photographer and artist from Texoma. She has a degree in photography from Texas A & M University in Commerce and has won recognition for and several awards for her work. Much of Lee's work follows the traditional form of photography, but some are mixed media of photography and graphic art. Her landscapes are usually more traditional and most are from her frequent travels to the western, midwestern and southern states in the U.S.

BO HUFF



Bo Huff has a degree in Jewelry Technology and is rated a #2 bench jeweler by the Gemological Institute of America. Bo made one of a kind jewelry for 12 years in Whitesboro. At the age of 35, he started experimenting with other types of art work – copper sculpture, wood burning and painting. Bo's work is in private collections in Australia and across the USA. In North Texas he has exhibited in Denison at GYST Art, 413 Gallery, Mary Karum Gallery and Oddball Art Gallery.Now you'll find Bo's art at Ghost Town Art Collective at Gallery Off the Square in Sherman and at his home studio in Whitesboro.

SHANNON KINCAID

Shannon has been an artist her whole life. She knew in kindergarten that playing with colors all day was as good as life could ever get for her. She finds people such interesting subjects, so beautiful in their differences, doing the things they do. From the "daily-ness" of an Irish dancer's life, practicing to become a champion, to mothers and their tender love for their children, to people simply living life.
Besides art, Shannon is a garden fanatic and a tomboy who finds dirt and muck beneath her fingernails thrilling. She loves her life and she loves to make art.

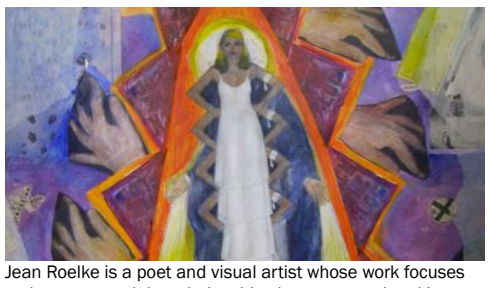
JOSIAS MARCOS LUCIANO

Josias's work is a process of learning while he paints, always trying to improve. His choice of colors is what his memories make him feel. For him black is normally warm and peaceful while white and bright colors represent chaotic periods in his mind. He uses painting to mine the memories that he has trouble piecing together. Josias says that while other artists travel the world for inspiration in nature and in cities, he prefers to look inward. He feels like some people are gifted without realizing it. His hope is that viewers of his work will be the best that they can be, to know they are special and they are not alone.

SHANNON ORR

Shannon Orr is from Sherman, Texas where she works as a baker and sugar artist at her home bakery, Twelve Eleven Bakery, and also out of CJ's Coffee Cafe. She began actively pursuing photography in 2018. She enjoys taking photos of life while on hikes and adventures with her family. Shannon catures moments of life, dark and light, and shares them with the world through photography. There are times when she feels her vision is a bit darker or lighter than what the photo captures which is when digital editing allows her to artistically enhance her art.

JEAN ROELKE



Jean Roelke is a poet and visual artist whose work focuses on language and the relationships between word and image. She makes things using words, usually books of some sort. Her theoretical concerns relate to language, spoken and written, and the media with which language is recorded. She is interested in how thought is transmitted,interpreted, and misinterpreted; relations between the spoken and the recorded word; and the ways words mean and change meaning. Jean teaches writing and literature at the University of North Texas, where she is also studying sculpture.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E.4.**

Meeting Date: 03/18/2019

Prepared By: Steve Ayers, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Presentation from Parks and Recreation Manager Theresa Hutchinson concerning the City of Sherman's Trails Program and a Potential Grant Application for Federal Funds to Expand the City's Trail System

Issue:

Theresa Hutchinson will make a presentation on the Parks and Recreation trails master plan and and the possibility of submitting a grant application for federal funds. The grant application would be submitted to the Texas Department of Transportation (TxDOT) who administers federal funds made available for certain trail projects. The funds are designated for trail projects that provide safe routes to school. The grant application would request approximately $1.5 million in grant funds to construct a 1.64 mile, ten-foot, concrete shared use path that will connect F.M. 1417 to Sory Elementary. The path would expand our trails system and would be consistent with our Master Plan.

Background:

The City's Parks and Recreation Master Plan was updated in 2017. As a result of the Master Plan update, staff works to identify opportunities to carry out priorities and identify alternative funding sources such as grants.

Origination:

Parks and Recreation Manager Theresa Hutchinson

Financial Consideration:

Although not a requirement, the possibility of being awarded this grant would be enhanced by the City committing funds to the project. If this grant application is supported by the Council, City staff plans to earmark $100,000 in the upcoming FY2020 Parks and Recreation budget for capital projects designated to this project if awarded the TxDOT grant. The City would have no financial obligation if the grant is not received.

Staff Recommendation:

Staff recomends submitting an application for the "Safe Route to School Grant" administered by TxDOT.

Alternatives:

The City Council could decide not to pursue the grant.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E.5.**

Meeting Date: 03/18/2019

Prepared By: Sarah McRae, Tourism/Main Street Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Request of the Texoma Society of CELTS to Temporarily Close Certain Streets for the "3rd Annual Sherman Celtic Festival and Highland Games" during March 23-24, 2019

Issue:

The Texoma Society of CELTS is requesting traffic notification signs and barricades to temporarily close Fallon Drive between Blue Flame Road and Frisco Road for the duration of the "3rd Annual Sherman Celtic Festival and Highland Games" during March 23 and 24, 2019.

Background:

This is the third year for the Sherman Celtic Festival and Highland Games, but the first year in this new location.

Origination:

Rob Ballew, President of the Texoma Society of CELTS
Community & Support Services Manager Nate Strauch

Financial Consideration:

Barricades and cones would be provided by the City of Sherman Streets Department to facilitate this road closure for the duration of this two-day festival.

Staff Recommendation:

It is recommended that the Council authorize the use of City resources to provide barricades and cones to facilitate in this street closure.

Alternatives:

As directed by the Council

Attachments

Request for Assistance dated March 5, 2019
Road Closure Map
Celtic Festival Map

March 5, 2019

City of Sherman
220 W. Mulberry St.
Sherman, TX 75090-5832

To whom it may concern,

This year marks the third annual Sherman Celtic Festival and Highland Games to be held March 23rd and 24th. We have changed venues this year due to growth and will hold the festival at 2190 Fallon Drive, across the street (north side) from Midway Mall. We will utilize the Midway Mall parking lot for our guests. In order to provide safe pedestrian passage between the parking lot and the festival field, we would like to barricade Fallon Drive between Blue Flame Road and Frisco Road for the duration of the event.

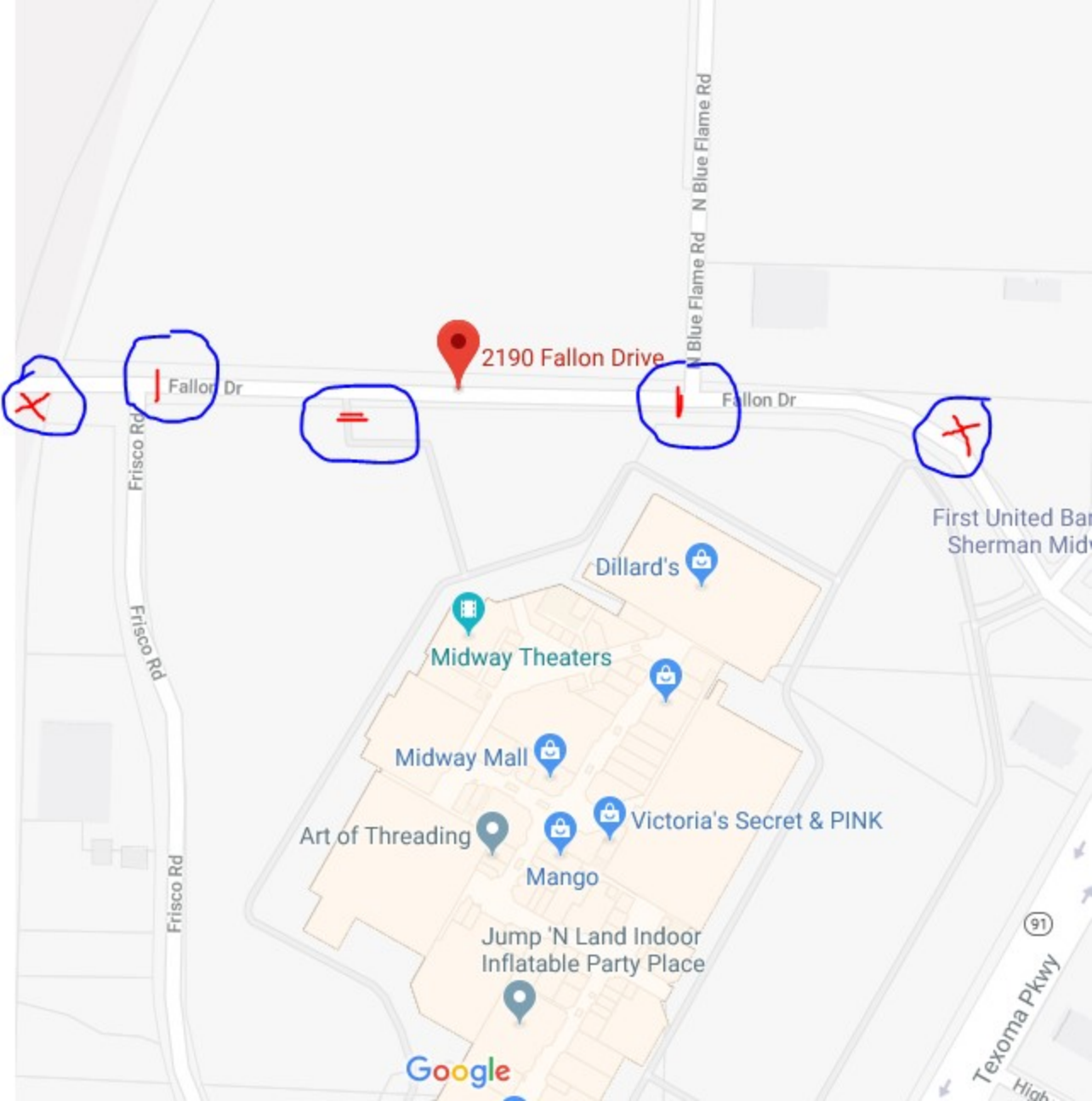
We are requesting from the city, traffic notification signs and barricades to be placed on Fallon Drive just east of Frisco Road and just west of Blue Flame Road. I have personally notified all shipping businesses located on Fallon Drive and Marshall Street of the potential road closure and received positive responses from each. Please find below the details and attached the proposed map.

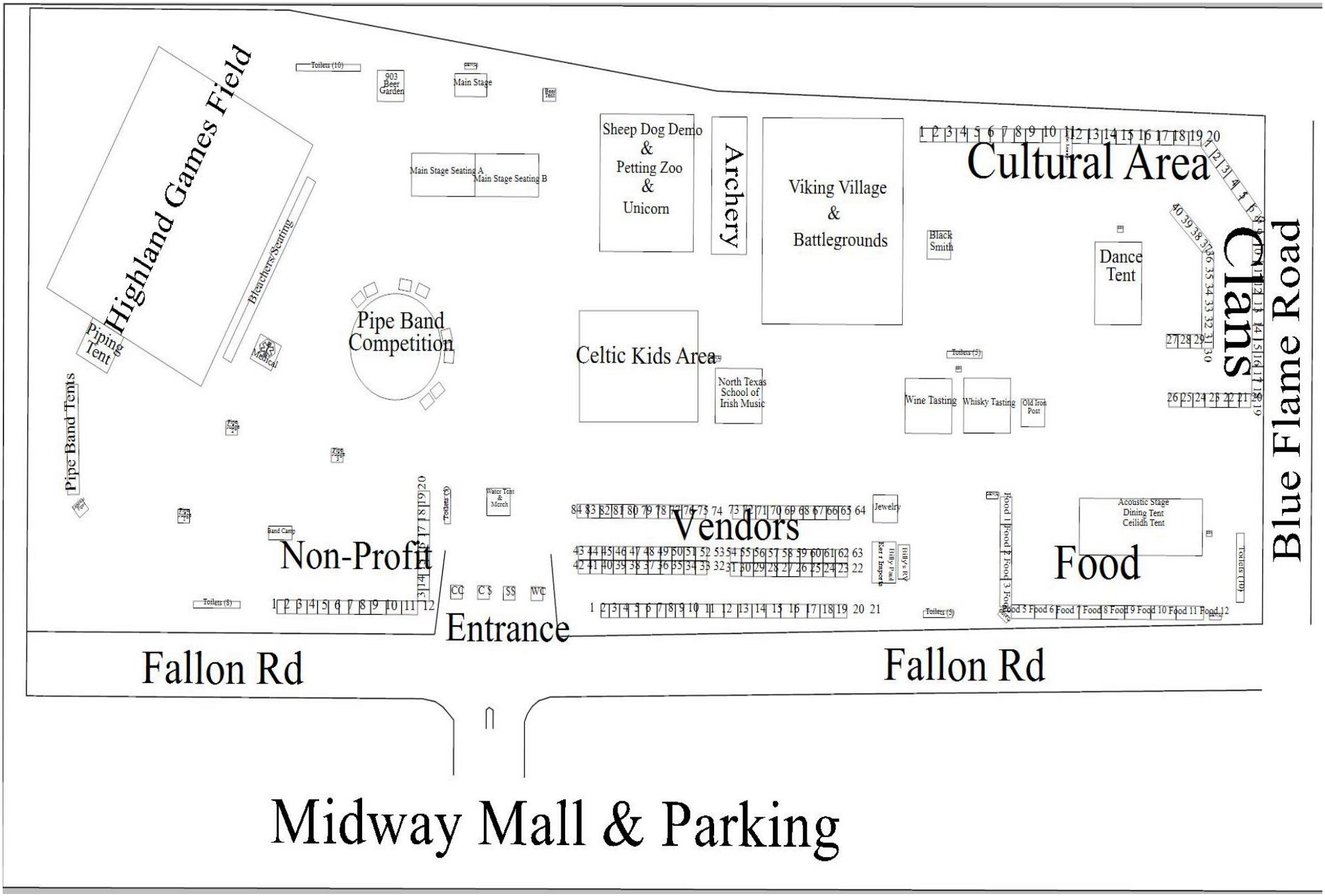
What: Sherman Celtic Festival & Highland Games
Who: Texoma Society of CELTS/Sherman Celtic Festival & Highland Games
When: Saturday, March 23 and Sunday, March 24, 2019
Time: Saturday 9:00 AM to 6:00 PM Sunday 10:00 AM to 5:00 PM
Where: See attached map-Red lines indicate locations of barricades-red Xs indicate approximate locations of "Road Closed" signs.

We want to thank you in advance for your consideration of this event. If we can be of any assistance please give me a call at 903.267.5962. We look forward to working with the city again on this great event.

Sincerely,

Rob Ballew
President
Texoma Society of CELTS


2190 Fallon Drive
Fallon Dr
Fallon Dr
N Blue Flame Rd
N Blue Flame Rd
Frisco Rd
Frisco Rd
Frisco Rd
First United Ba
Sherman Mid
Dillard's
Midway Theaters
Midway Mall
Art of Threading
Victoria's Secret & PINK
Mango
Jump 'N Land Indoor
Inflatable Party Place
91
Texoma Pkwy
Google


Highland Games Field
Piping Tent
Bleachers/Seating
Medical
Pipe Band Tents
Toilets (10)
903 Beer Garden
Main Stage
Beer Tent
Main Stage Seating A
Main Stage Seating B
Pipe Band Competition
Sheep Dog Demo & Petting Zoo & Unicorn
Archery
Viking Village & Battlegrounds
Black Smith
Cultural Area
Dance Tent
Clans
Blue Flame Road
Celtic Kids Area
North Texas School of Irish Music
Toilets (5)
Wine Tasting
Whisky Tasting
Old Iron Post
Pipe Band Camp
Toilets (8)
Toilets (3)
Water Tent & Merch
Non-Profit
CC
C$
SS
WC
Entrance
Vendors
Jewelry
Billy's RV
Ear Impressions
Toilets (5)
Food
Acoustic Stage Dining Tent Ceilidh Tent
Toilets (10)
Fallon Rd
Fallon Rd
Midway Mall & Parking

GEN(L)
Food 1
Food 2
Food 3
Food 4
Acoustic Stage
Dining Tent
Ceilidh Tent
GEN
Toilets (10)
Food
Food 5
Food 6
Food 7
Food 8
Food 9
Food 10
Food 11
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GEN(L)
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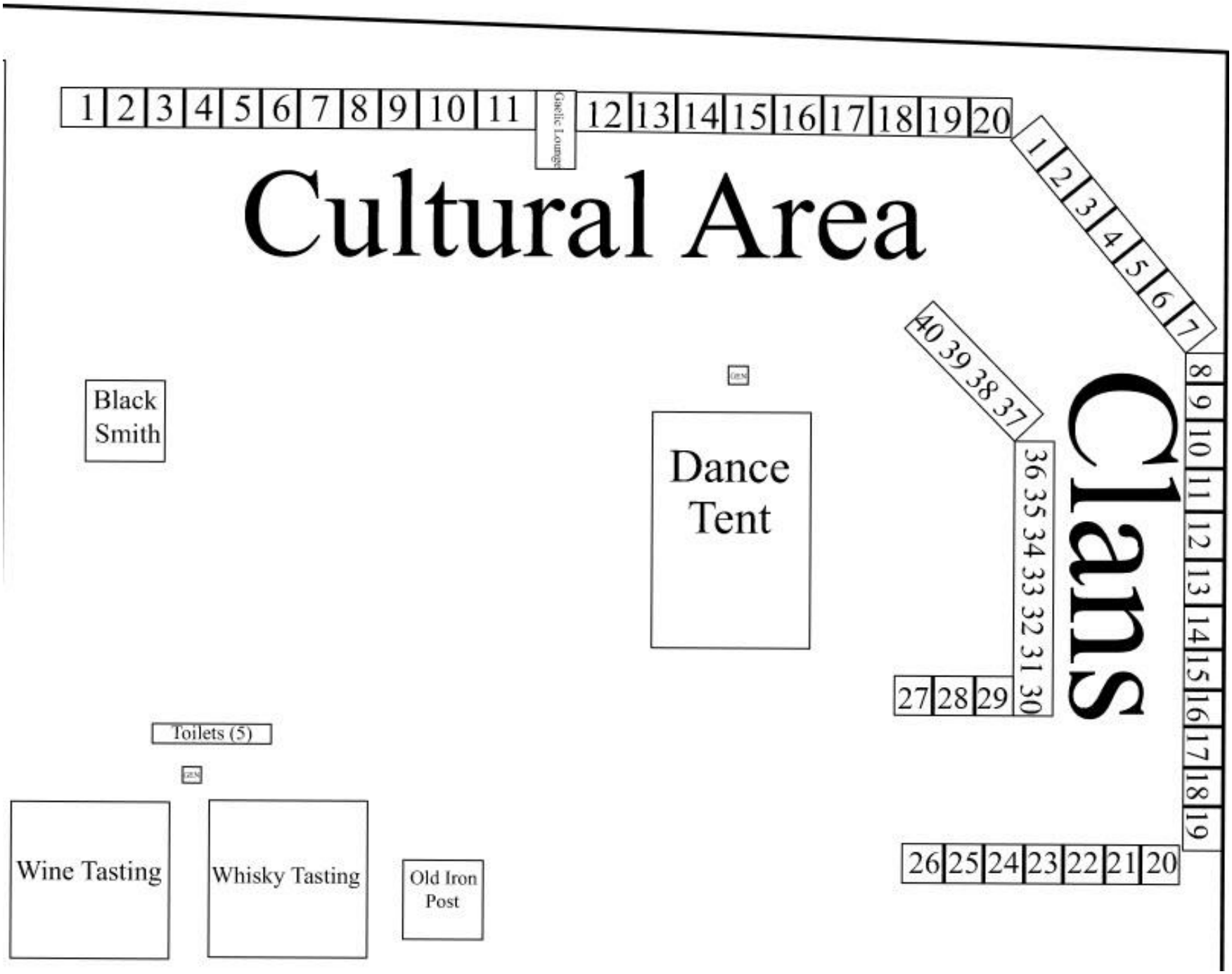
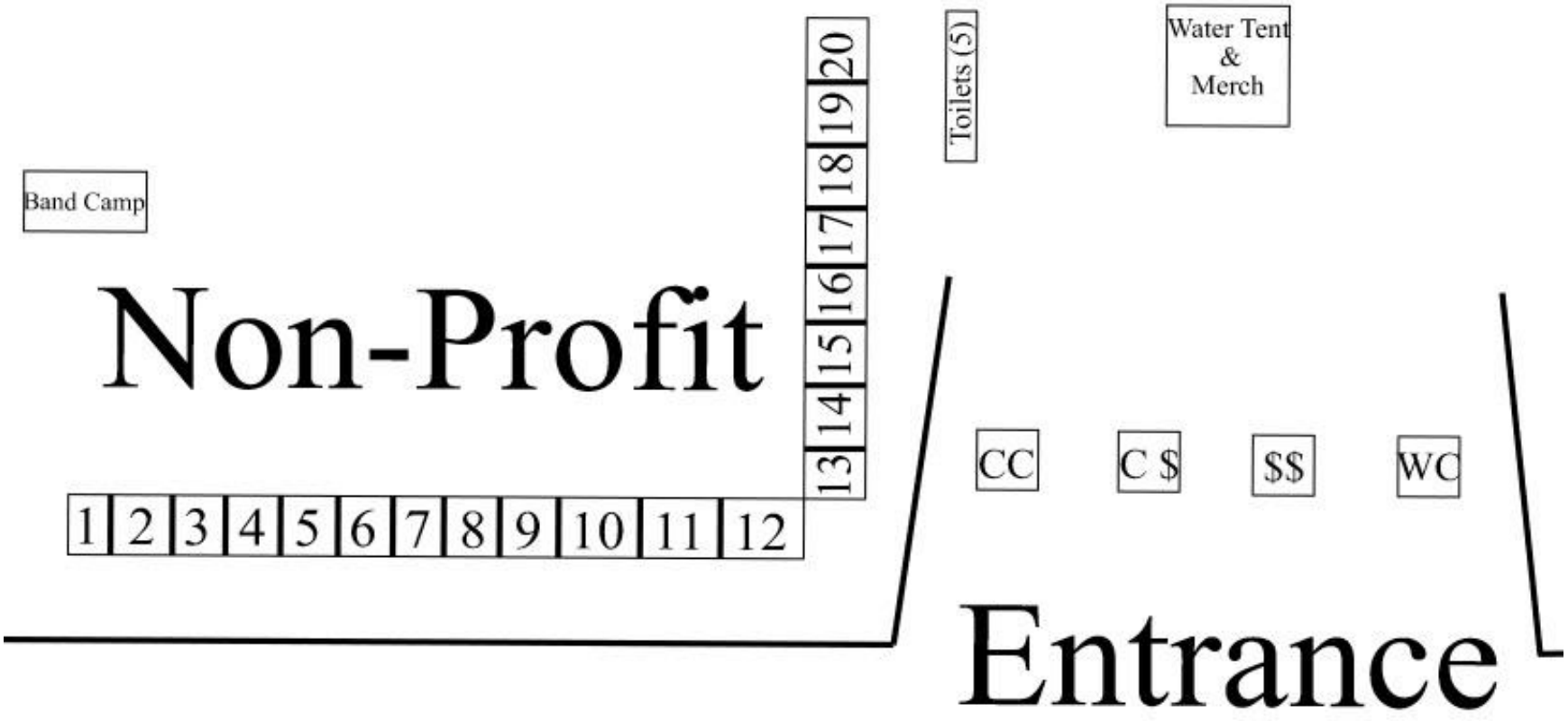
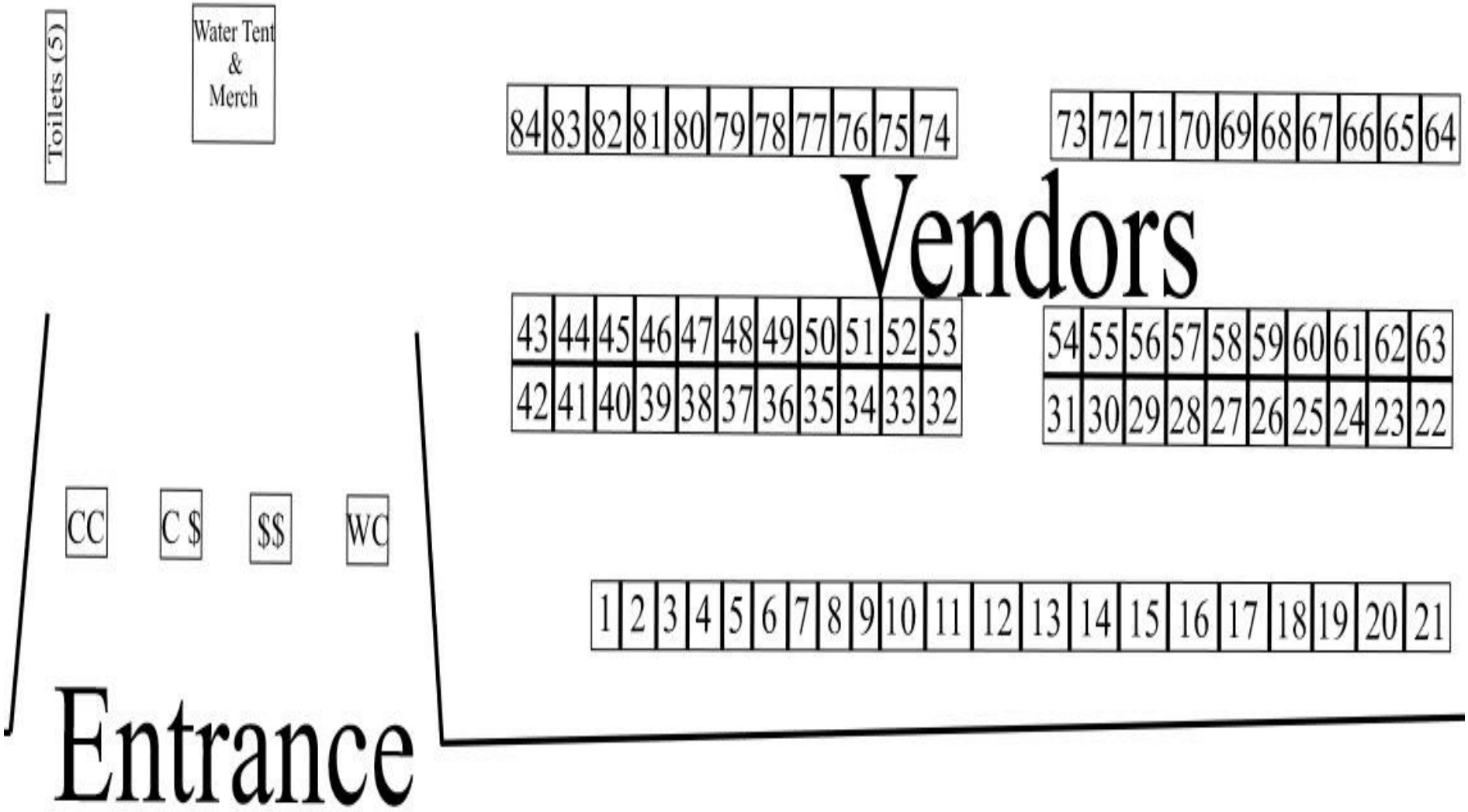

Cultural Area
1 2 3 4 5 6 7 8 9 10 11
Gaelic Lounge
12 13 14 15 16 17 18 19 20
Clans
1 2 3 4 5 6 7
8 9 10 11 12 13 14 15 16 17 18 19
20 21 22 23 24 25 26
27 28 29
30 31 32 33 34 35 36
37 38 39 40
Black Smith
Dance Tent
Toilets (5)
Wine Tasting
Whisky Tasting
Old Iron Post


Band Camp
Non-Profit
1 2 3 4 5 6 7 8 9 10 11 12
13 14 15 16 17 18 19 20
Toilets (5)
Water Tent & Merch
CC
C $
$$
WC
Entrance


Toilets (5)
Water Tent & Merch
84 83 82 81 80 79 78 77 76 75 74
73 72 71 70 69 68 67 66 65 64
Vendors
43 44 45 46 47 48 49 50 51 52 53
42 41 40 39 38 37 36 35 34 33 32
54 55 56 57 58 59 60 61 62 63
31 30 29 28 27 26 25 24 23 22
CC
C $
$$
WC
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21
Entrance

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E.6.**

Meeting Date: 03/18/2019

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 56.07 acres along Fallon Drive, East of Texoma Parkway (State Highway 91), Adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; 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 56.07 acres along Fallon Drive, east of Texoma Parkway (State Highway 91), 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:

The Sherman Economic Development Corporation (SEDCO) and the City of Sherman have indicated the need to improve and expand a portion of Fallon Drive. The extension of Fallon Drive east and tying into Dripping Springs Road is part of the Master Thoroughfare Plan. Currently there is a 20-acre development wanting to develop east of the end of Fallon Drive but is currently outside the City limits. This annexation will encompass all 20 acres of that development and include future development along the future Fallon Drive extension, Jack Cole Road and Dripping Springs Road.

State law requires the City Council 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:

Letter requesting annexation by Oliver McElroy, Managing Partner of Midway Warehouses (Property Owner / Developer)

Financial Consideration:

City accepts maintenance. A cost benefit analysis will be prepared prior to final action on this item.

Staff Recommendation:

City Staff recommends that the first and second public hearings on the intent to annex be held at the April 1st and April 15th regular meetings, respectively, and that the action on the Annexation Ordinance be taken at the May 6th regular meeting.

Alternatives:

None proposed

Attachments

Annexation Scheduling Plan
Request for Annexation dated March 11, 2019
Survey and Field Notes
Municipal Service Plan
Aerial Location Map

ANNEXATION SCHEDULING PLAN

Wednesday, March 20, 2019……	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Thursday, March 21, 2019……..…….	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, March 28, 2019……..	Post notice of 1st Public Hearing under the Open Meetings Act.
Monday, April 1, 2019……	City Council's 1st Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
Thursday, April 4, 2019 …….	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 11, 2019……..	Post notice of 2nd Public Hearing under the Open Meetings Act.
Monday, April 15, 2019……..…….....	City Council's 2nd Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
Thursday, May 2, 2019…….	Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.*
Monday, May 6, 2019…….	City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.* (Regular Council Meeting)

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

MIDWAY WAREHOUSES

2741 Fallon Drive
Sherman, TX 75090
Office - Ph: 903-893-5591

Clint Philpott, P.E.
Director of Engineering
City of Sherman
220 W. Mulbery Street
Sherman, TX 75090
903-892-7327

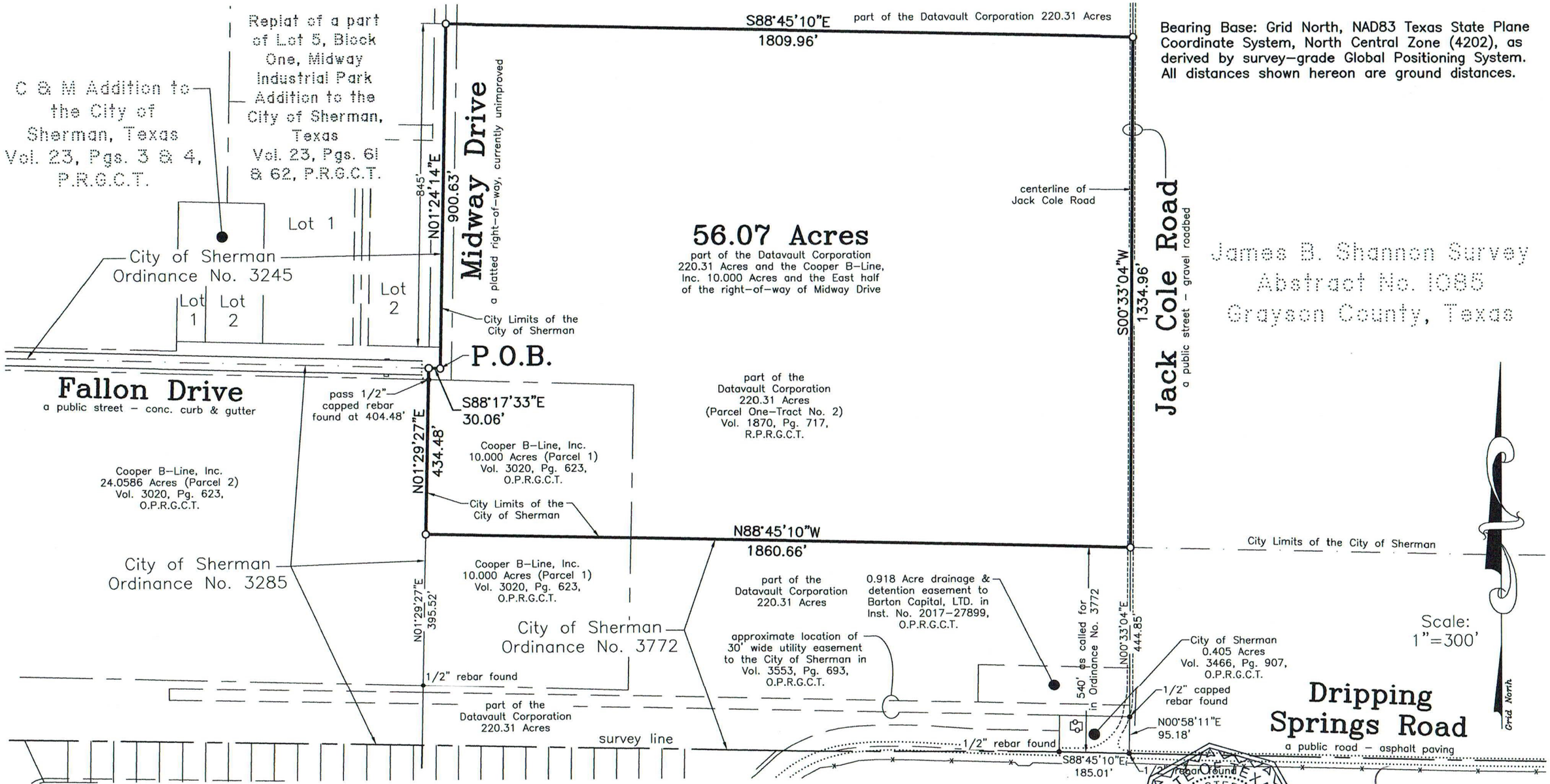
Dear Clint,

March 11, 2019

Please submit the part of the 56.07 acres attached, that belongs to Datavault for annexation. One corner of this property belongs to Eaton Cooper B-Line.

Oliver McElroy, Managing Partner

Midway Warehouse, LLC
2741 Fallon Dr.
Sherman, TX 75090
903-893-5591



Job No. CGS630219

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

Proposed City Limits Tract to the City of Sherman

STATE OF TEXAS REGISTERED KATE A. WAGNER 6578 PROFESSIONAL LAND SURVEYOR

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

Copyright Date: February 28, 2019

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Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Fax: (903) 463-4088 · Email: helveysurvey@cableone.net
TBPLS Firm Registration No. 10088100
Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578 – Kenneth N. Russell, RPLS No. 4409

56.07 Acres – Proposed City Limits Tract to the City of Sherman

SITUATED in the County of Grayson, State of Texas, and being a part of the James B. Shannon Survey, Abstract No. 1085, and being a part of the 220.31 ac. tract of land (Parcel One – Tract No. 2) conveyed to Datavault Corporation by Day Manufacturing Co. by Warranty Deed dated November 4, 1985 and recorded in Volume 1870, Page 717, Real Property Records, Grayson County, Texas, and being a part of the 10.000 ac. tract of land (Parcel 1) conveyed to Cooper B-Line, Inc. by B-Line Systems Manufacturing, Inc. by Special Warranty Deed dated December 29, 2000 and recorded in Volume 3020, Page 623, Official Public Records, Grayson County, Texas, and being a part of the East half of the right-of-way of Midway Drive, a 60 ft. wide unimproved right-of-way, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a point at the centerline intersection of said Midway Drive with the center of Fallon Drive, a public street, at an Ell corner of the existing City Limits of the City of Sherman, at the Southeast corner of the City Limits tract described in City Ordinance No. 3245, at the most Westerly Northwest corner of the herein described tract;

THENCE North 01 deg. 24 min. 14 sec. East, with the center of said Midway Drive right-of-way, a distance of 900.63 ft. to a point at the Northwest corner of the herein described tract;

THENCE South 88 deg. 45 min. 10 sec. East, over and across the East half of the right-of-way of Midway Drive, crossing the East line of said Midway Drive and continuing over and across the remainder said Datavault Corporation 220.31 ac. for a total distance of 1,809.96 ft. to a point in the center of Jack Cole Road, in the East line of said Datavault Corporation 220.31 ac., at the Northeast corner of the herein described tract;

THENCE South 00 deg. 33 min. 04 sec. West, with the center of said Jack Cole Road and the East line of said Datavault Corporation 220.31 ac., a distance of 1,334.96 ft. to a point in a North line of both the existing City Limits of the City of Sherman and the City Limits tract described in City Ordinance No. 3772, at the Southeast corner of the herein described tract, being North 00 deg. 58 min. 11 sec. East, 95.18 ft. and North 00 deg. 33 min. 04 sec. East, 444.85 ft. from a 1/2 inch rebar found at the Southeast corner of said Datavault Corporation 220.31 ac.;

THENCE North 88 deg. 45 min. 10 sec. West, over and across the remainder of said Datavault Corporation 220.31 ac., crossing the East line of said Cooper B-Line, Inc. 10.000 ac. and continuing now over and across said Cooper B-Line, Inc. 10.000 ac. for a total distance of 1,860.66 ft. to a point in the West line of said Cooper B-Line, Inc. 10.000 ac., in an East line of the existing City of Sherman right-of-way, in the East line of the City Limits tract described in City Ordinance No. 3285, at the Southwest corner of the herein described tract, being North 01 deg. 29 min. 27 sec. East, 395.52 ft. from a 1/2 inch rebar found at the Southwest corner of said Cooper B-Line, Inc. 10.000 ac.;

THENCE North 01 deg. 29 min. 27 sec. East, with the West line of said Cooper B-Line, Inc. 10.000 ac., passing a 1/2 inch capped rebar found in the South line of said Fallon Drive, at the Northwest corner of said Cooper B-Line, Inc. 10.000 ac. at 404.48 ft. and continuing for a total distance of 434.48 ft. to a point in the center of said Fallon Drive, in the South line of said City Limits tract described in City Ordinance No. 3245, at the Northeast corner of said City Limits tract described in City Ordinance No. 3285, at an Ell corner of the existing City Limits of the City of Sherman, at the most Westerly Northwest corner of the herein described tract;

THENCE South 88 deg. 17 min. 33 sec. East, with a South line of the existing City Limits of the City of Sherman, the center of said Fallon Drive and the South line of said City Limits tract described in City Ordinance No. 3245, a distance of 30.06 ft. to the **PLACE OF BEGINNING** and containing **56.07 ACRES** of land.

STATE OF TEXAS
REGISTERED
KATE A. WAGNER
6578
PROFESSIONAL
LAND SURVEYOR

Kate A. Wagner, R. P. L. S. No. 6578
February 28, 2019

City of Sherman
Municipal Service Plan
Fallon Drive to Jack Cole Road

INTRODUCTION:

The annexation is the site of approximately 56.07 acres along Fallon Drive, East of Texoma Parkway (State Highway 91), lying adjacent to the City of Sherman existing city limits.

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

MUNICIPAL SERVICES TO BE PROVIDED:

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

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

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

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

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

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

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

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

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

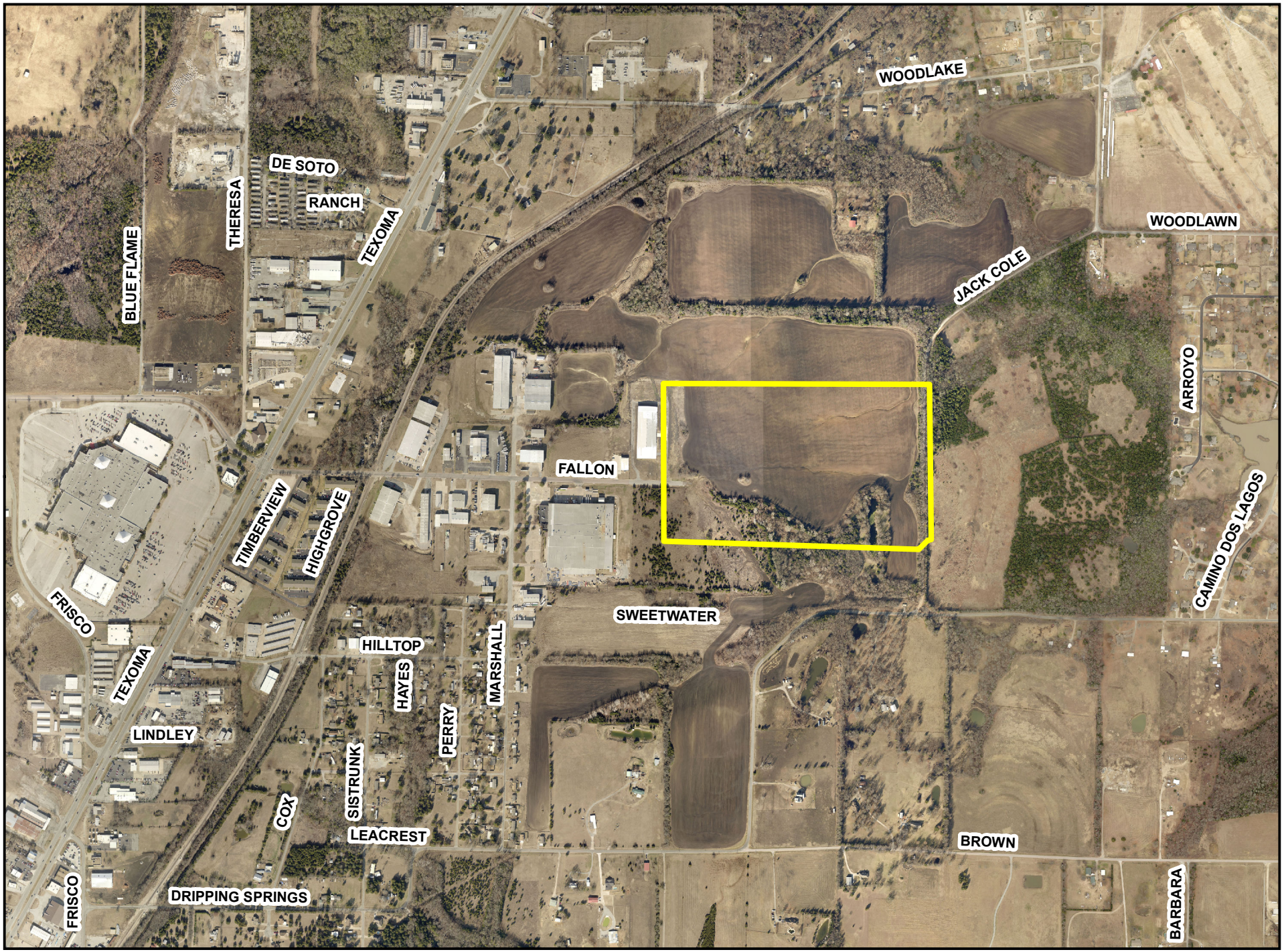
PLANNING AND ZONING: The Planning and Zoning jurisdiction of the City will extend to this area on the effective date of this annexation. All areas will be annexed as an M-1 on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

WATER SERVICE: Water improvements to serve the area will be in accordance with the City's Subdivision Ordinance and the City's Utility Extension Policies.

SEWER SERVICE: Sewer improvements to serve the area will be in accordance with the City's Subdivision Ordinance and the City's Utility Extension Policies.

Fallon Drive to Jack Cole Road Annexation



0 500 1,000 2,000 3,000 4,000 Feet

1 inch = 1,000 feet

N

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E.7.**

Meeting Date: 03/18/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Site Plan Approval for Sherman Crossroads, LTD, Owners; and John Pimentel, QuikTrip Corporation, Applicant under Ordinance No. 2252, Article IV, Section 410 (2)(j), being 2.027 acres in the Preston Kitchen Survey, Abstract No. 667, also being a Part of Lot 1, Block 2, Sherman Crossroads, Phase II to allow a QuikTrip Convenience Store and Fueling Station in the Blalock Industrial Park/Blalock Commercial Overlay District at 3624 South U.S. Highway 75

Issue:

Site plan approval for Sherman Crossroads, LTD (Owners), John Pimentel, QuikTrip Corporation (Applicant) under Ordinance No. 2252, Article IV, Sections 410 (2)(j), being 2.027 acres in the Preston Kitchen Survey, Abstract No. 667, also being a part of Lot 1, Block 2, Sherman Crossroads, Phase II to allow a a QuikTrip Convenience Store and Fueling Station in the Blalock Industrial Park/Blalock Commercial Overlay District at 3624 South U.S. Highway 75

Background:

The property is located at 3624 South U.S. Highway 75, the northwest corner of South U.S. Highway 75 and West F.M. 1417. The property is located in the Blalock Industrial Park. QuikTrip currently has the property under contract and is proposing to construct a 5,000 square foot QuikTrip convenience store with 20 fueling stations for retail motor fuel sales. The exterior finish will be brick with stone trim; and forty-seven parking spaces will be provided. The convenience store and fueling station will operate 24 hours-a-day, seven days-a-week.

Origination:

Sherman Crossroads, LTD (Owners)
John Pimentel, QuikTrip Corporation (Applicant)

Financial Consideration:

None

Staff Recommendation:

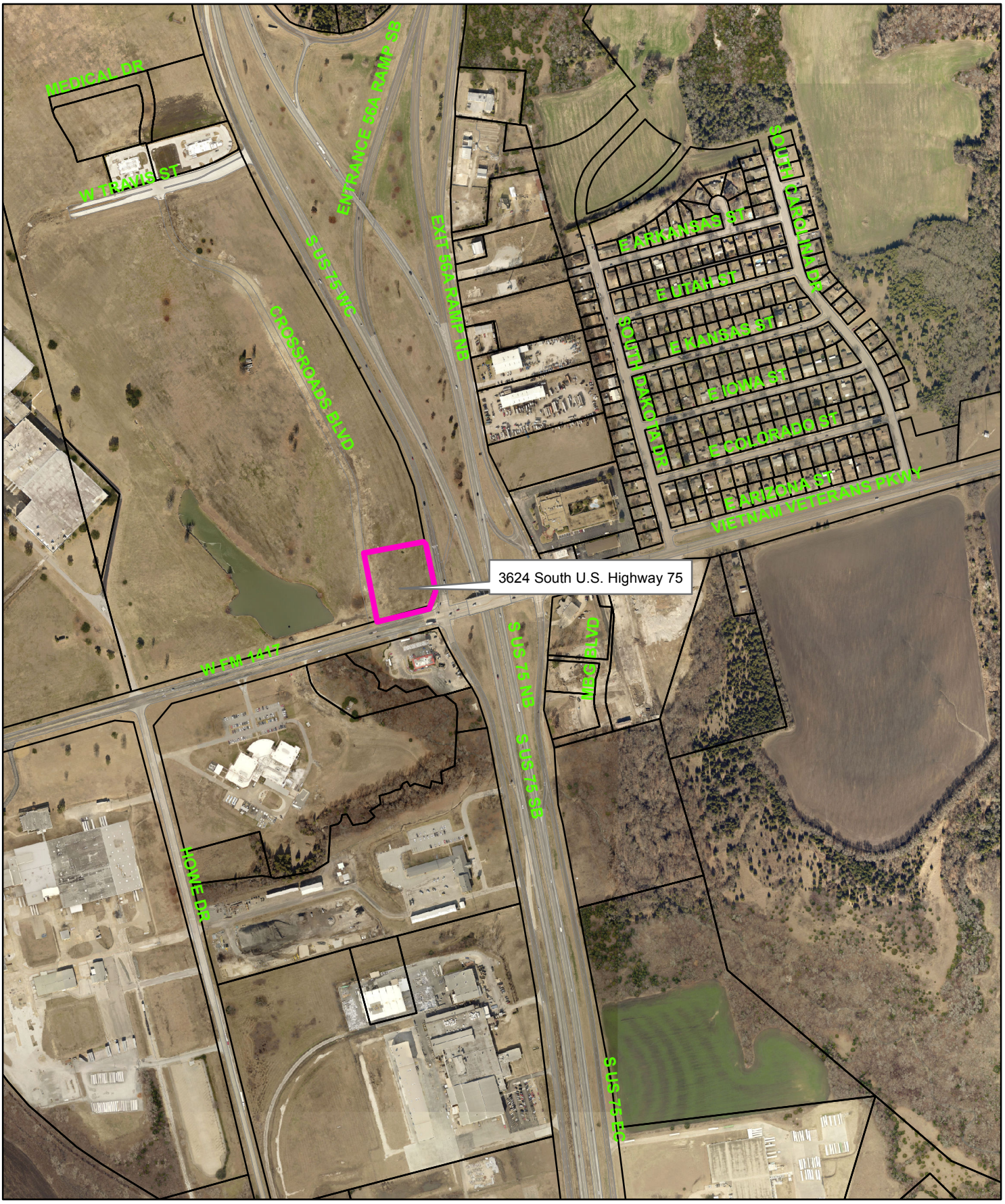
At the February 19, 2019 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the site plan be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Plat - Sherman Crossroads, Phase II
Site Plan
Building Elevations
Landscape Plan
Staff Review Letter
P&Z Communication



Sherman
CLASSIC TOWN. BROAD HORIZON.

3624 South U.S. Highway75

NOT TO SCALE

1 in = 678 ft

City of Sherman, Texas
Developmental Services Department

Zoning - 3624 South U.S. Highway 75

Legend

Special Districts Overlay

DISTRICT_NAME

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

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

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

NOT TO SCALE

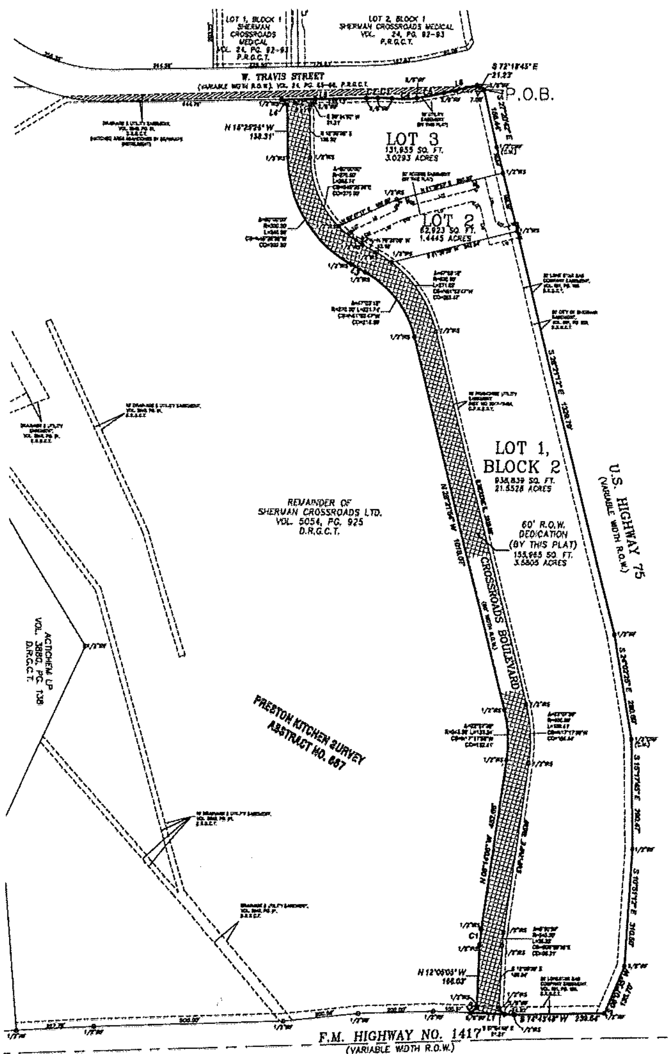
1 in = 300 ft

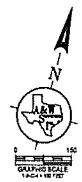
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

3624 South U.S. Highway 75

SHERMAN CROSSROADS





LEGEND

IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	YELLOW CAPPED IRON ROD SET
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
ESMT.	EASEMENT
VOL.	VOLUME
PG.	PAGE
C.M.	CONTROLLING MONUMENT
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY, TEXAS
———	LOT LINE
———	BOUNDARY LINE

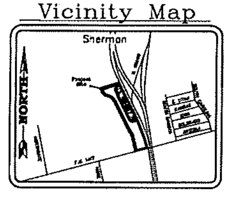
LINE TABLE

LINE	LENGTH	BEARING
L1	114.92'	S77°55'28"W
L2	21.21'	N32°55'11"E
L3	43.18'	N75°25'28"W
L4	21.21'	N60°25'10"W
L5	225.13'	N74°35'07"E
L6	90.19'	N82°43'11"E
L7	6.56'	N20°27'06"E
L8	112.71'	N50°48'24"E
L9	8.02'	N28°21'07"W
L10	14.19'	S28°21'34"E
L11	180.00'	N61°38'26"E
L12	8.33'	N28°21'34"W
L13	113.41'	S28°21'34"E
L14	22.98'	N61°38'26"E
L15	79.66'	S61°38'26"W
L16	191.89'	N28°21'34"W
L17	172.63'	S61°38'32"W
L18	107.05'	S50°47'17"W
L19	6.58'	S20°27'06"W

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CH BEAR	CHORD
C1	5°50'59"	405.00'	41.35'	N09°09'36"W	41.33'
C2	1°45'58"	993.00'	30.61'	N73°42'08"E	30.61'
C3	10°05'05"	215.00'	37.84'	N77°51'41"E	37.79'
C4	15°57'57"	235.00'	65.48'	N74°55'15"E	65.27'
C5	4°13'05"	1004.00'	73.91'	N64°49'44"E	73.90'
C6	28°49'34"	22.51'	19.57'	N34°52'38"E	9.96'
C7	24°51'45"	23.00'	10.33'	S36°28'52"W	10.25'
C8	75°15'11"	20.00'	26.27'	N10°05'22"E	24.42'
C9	90°00'00"	10.00'	15.71'	S73°21'34"E	14.14'
C10	89°22'15"	15.00'	23.40'	N16°57'10"E	21.10'
C11	90°36'08"	27.00'	42.69'	S72°53'10"E	38.37'
C12	90°00'00"	20.00'	31.42'	N73°21'34"W	28.28'
C13	19°05'54"	35.72'	11.91'	S58°15'12"W	11.86'
C14	27°00'49"	23.80'	11.22'	S35°22'31"W	11.12'
C15	26°36'08"	20.00'	9.29'	S27°09'04"W	9.20'

Vicinity Map



Filed for Record
in the Official Records Of:
Grayson County Clerk
On: 1/30/2019 2:54:36 PM
In the PLAT Records
SHERMAN CROSSROADS
Doc Number: 2019 – 14
Number of Pages: 2
Amount: 85.00
Order#: 20190130000102
By: HA

PURPOSE OF PLAT:

To create one platted lot.

NOTES:

1. No portion of the subject property lies within any area of 100-year flood according to FEMA's Flood Insurance Rate Map, Community-Panel No. 48181C 0405 F, dated September 29, 2010. Property is in Zone X.

2. Bearings are based upon the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83), North Central Zone 4202.

21985

A&W SURVEYORS, INC.
Professional Land Surveyors
TEXAS REGISTRATION NO. 100174-00
P.O. BOX 870029, MESQUITE, TX 75187
PHONE: (972) 681-4975 FAX: (972) 681-4954
WWW.AWSURVEY.COM

OWNER:
SHERMAN CROSSROADS LTD.
4650 BELTLINE ROAD, STE 400
ADDISON, TEXAS 75001

Job No.: 19-0037 Drawn by: 517 Date: 01-14-2019 Revised:

"A professional company operating in your best interest"

FINAL PLAT
SHERMAN CROSSROADS, PHASE II
LOT 1, BLOCK 2
AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
BEING A PORTION OF THE REMAINDER OF A 130.479 ACRE TRACT
AND BEING SITUATED IN THE
PRESTON KITCHEN SURVEY, ABSTRACT NO. 667
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

SHEET 1 OF 2

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS SHERMAN CROSSROADS LTD. are owners of a 21.5529 acre tract of land situated in the Preston Kitchen Survey, Abstract Number 667, City of Sherman, Grayson County, Texas and being part of the remainder of a portion of that tract of land conveyed to Sherman Crossroads LTD by Special Warranty Deed with Vendor's Lien, recorded in Volume 5054, Page 925 of the Deed Records, Grayson County, Texas (D.R.G.C.T.) and being more particularly described as follows:

BEGINNING at a 5/8-inch steel rebar with yellow plastic cap stamped "BOO" found for corner in the South end of a corner clip at the intersection of the South right-of-way line of West Travis Street (variable width R.O.W.) and the southwest right-of-way line of U.S. Highway 75 Southbound service road (variable width R.O.W.), same being the northeast corner of the remainder of said Sherman Crossroads LTD tract;

THENCE departing the South line of said West Travis Street and along the West and southwest line of said U.S. Highway 75 the following courses and distances:

S 27° 20' 42" E, a distance of 156.44 feet to a 1/2-inch "3694" capped iron rod found for corner, from which a 1/2-inch "5310" capped iron rod bears N42°32'E, 2.1 feet;

S 28° 21' 12" E, a distance of 1329.79 feet to a 1/2-inch iron rod found for corner;

S 24° 02' 25" E, a distance of 280.69 feet to a 1/2-inch "3694" capped iron rod found for corner;

S 15° 17' 45" E, a distance of 290.47 feet to a 1/2-inch iron rod found for corner;

S 10° 51' 12" E, a distance of 310.50 feet to a 5/8-inch steel rebar with yellow plastic cap stamped "BOO" found for corner;

THENCE S 08° 07' 35" W, a distance of 135.70 feet to a 1/2-inch iron rod found for corner at the intersection of the Southwest line of said U.S. Highway 75 Service Road and the Northwest right-of-way line of F.M. Highway No. 1417;

THENCE S 74° 43' 48" W, a distance of 239.64 feet to a 1/2-inch iron rod found for corner;

THENCE S 77° 55' 28" W, a distance of 114.92 feet to a 5/8-inch steel rebar with yellow plastic cap stamped "BOO" found for corner;

THENCE N 32° 55' 11" E, a distance of 21.21 feet to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

THENCE N 12° 05' 05" W, a distance of 166.03 feet to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner at the beginning of a curve to the right;

THENCE along said curve to the right, through a central angle of 05° 50' 59", having a radius of 405.00 feet, an arc length of 41.35 feet and whose long chord bears N 09° 09' 36" W, 41.33 feet to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

THENCE N 06° 14' 06" W, a distance of 452.65 feet to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner at the beginning of a curve to the left;

THENCE along said curve to the left, through a central angle of 22° 07' 39", having a radius of 345.00 feet, an arc length of 133.24 feet and whose long chord bears N 17° 17' 55" W, 132.41 feet to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

THENCE N 28° 21' 54" W, a distance of 1018.07 feet to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner at the beginning of a curve to the left;

THENCE along said curve to the left, through a central angle of 47° 03' 18", having a radius of 270.00 feet, an arc length of 221.74 feet and whose long chord bears N 51° 53' 47" W, 215.58 feet to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

THENCE N 75° 25' 28" W, a distance of 43.18 feet to the beginning of a curve to the right;

THENCE along said curve to the right, through a central angle of 60° 00' 00", having a radius of 330.00 feet, an arc length of 345.58 feet and whose long chord bears N 45° 25' 28" W, 330.00 feet to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

THENCE N 15° 25' 26" W, a distance of 138.31 feet to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

THENCE N 60° 25' 10" W, a distance of 21.21 feet to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner in the aforementioned South line of said West Travis Street;

THENCE along the South line of said West Travis Street, the following courses and distances:

N 74° 35' 07" E, a distance of 225.13 feet to a 5/8-inch steel rebar with yellow plastic cap stamped "BOO" set at the beginning of a curve to the left;

Along said curve to the left, through a central angle of 01° 45' 58", having a radius of 993.00 feet, an arc length of 30.61 feet and whose long chord bears N 73° 42' 08" E, 30.61 feet to a 5/8-inch steel rebar with yellow plastic cap stamped "BOO" found at the beginning of a reverse curve to the right;

Along said reverse curve to the right, through a central angle of 10° 05' 05", having a radius of 215.00 feet, an arc length of 37.84 feet and whose long chord bears N 77° 51' 41" E, 37.79 feet to a 5/8-inch steel rebar with yellow plastic cap stamped "BOO" found at the beginning of a reverse curve to the left;

Along said reverse curve to the left, through a central angle of 15° 57' 57", having a radius of 235.00 feet, an arc length of 65.48 feet and whose long chord bears N 74° 55' 15" E, 65.27 feet to a 5/8-inch steel rebar with yellow plastic cap stamped "BOO" found at the beginning of a compound curve to the left;

Along said compound curve to the left, through a central angle of 04° 13' 05", having a radius of 1004.00 feet, an arc length of 73.91 feet and whose long chord bears N 64° 49' 43" E, 73.90 feet to a 5/8-inch steel rebar with yellow plastic cap stamped "BOO" found for corner;

THENCE N 82° 43' 11" E, a distance of 90.19 feet to a 5/8-inch steel rebar with yellow plastic cap stamped "BOO" found for corner at the North end of said corner clip at the intersection of the South line of said West Travis Street and the Southwest line of said U.S. Highway 75 Service Road;

THENCE S 72° 18' 45" E, a distance of 21.23 feet to the POINT OF BEGINNING, containing 938,839 square feet or 21.5528 acres.

Filed for Record
in the Official Records Of:
Grayson County Clerk
On: 1/30/2019 2:54:36 PM
In the PLAT Records
SHERMAN CROSSROADS
Doc Number: 2019 – 14
Number of Pages: 2
Amount: 85.00
Order#: 20190130000102
By: HA

OWNER'S CERTIFICATE OF DEDICATION:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That SHERMAN CROSSROADS LTD, acting by and through its duly authorized agent, does hereby adopt this plat designating the herein described real property as SHERMAN CROSSROADS, PHASE II, an addition to the City of Sherman, Grayson County, Texas, Being 21.5528 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 Dallas TX ~~Grayson~~ County, Texas, this 24 day of January 2019.

SHERMAN CROSSROADS, GP, LLC

By: [signature]
William J. Parkinson, Manager

STATE OF TEXAS
COUNTY OF ~~GRAYSON~~ Dallas

BEFORE ME, the undersigned authority, on this day personally appeared ________, 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 24th day of January 2019.

Sheena M. Love
Notary Public in and for the State of Texas

February 3, 2021
My Commission Expires On:

SHEENA MARIE LOVE
My Notary ID # 125751818
Expires February 3, 2021

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, John S. Turner, 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.

[signature]
John S. Turner
Registered Professional Land Surveyor, No. 5310

STATE OF TEXAS
REGISTERED
JOHN S. TURNER
5310
PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared John S. Turner, 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 24th day of January, 2019.

[signature]
Notary Public in and for the State of Texas

09-09-20
My Commission Expires On:

STATE OF TEXAS
COUNTY OF GRAYSON

Approved this 20th day of November, 2018 by the City Planning and Zoning Commission of the City of Sherman, Texas.

[signature] Chairman

[signature] Secretary

Accepted by the City Council of the City of Sherman:

[signature] 01/25/2019
Mayor Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing final plat of SHERMAN CROSSROADS, PHASE II to the City of Sherman was submitted to the City Council on the 17th day of December, 2018, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements, and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to not the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this 25th day of January A.D. 2019.

Linda Ashby
City Clerk, City of Sherman, Texas

CITY OF SHERMAN, TEXAS

A&W SURVEYORS, INC.
Professional Land Surveyors
TEXAS REGISTRATION NO. 100174-00
P.O. BOX 870029, MESQUITE, TX 75187
PHONE: (972) 681-4975 FAX: (972) 681-4954
WWW.AWSURVEY.COM

OWNER:
SHERMAN CROSSROADS LTD.
4650 BELTLINE ROAD, STE 400
ADDISON, TEXAS 75001

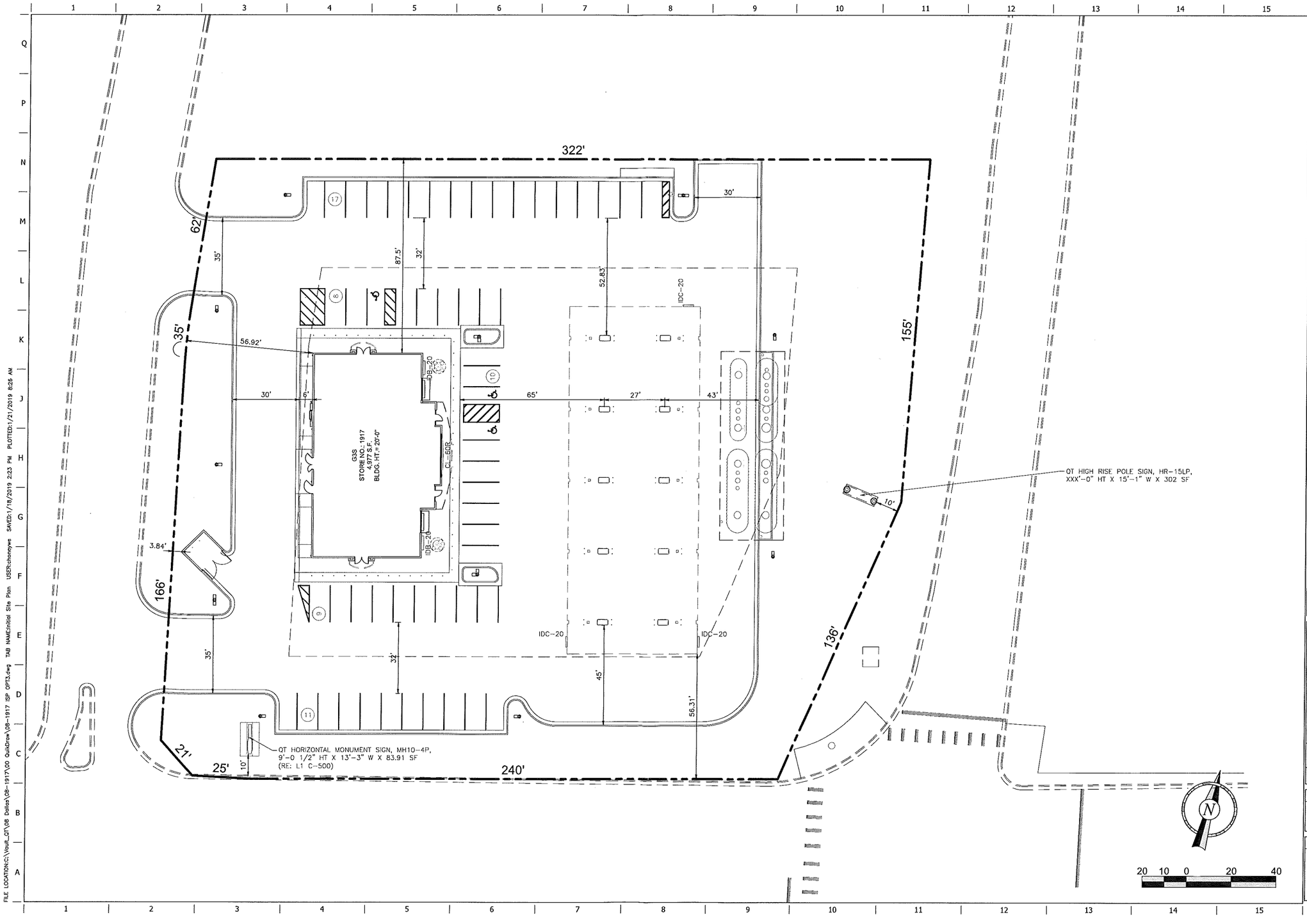
Job No.: 19-0037 Drawn by: 517 Date: 01-14-2019 Revised:

"A professional company operating in your best interest"

FINAL PLAT
SHERMAN CROSSROADS, PHASE II
LOT 1, BLOCK 2
AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
BEING A PORTION OF THE REMAINDER OF A 130.479 ACRE TRACT
AND BEING SITUATED IN THE
PRESTON KITCHEN SURVEY, ABSTRACT NO. 667
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

E-9-350

SHEET 2 OF 2



PROJECT NO.:######

QuikTrip No. 1917

NWC FM 1417 & S. SAM RAYBURN FWY
SHERMAN, TX

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PUBLICATION, DISTRIBUTION, OR SALE IN
WHOLE OR IN PART, IS STRICTLY FORBIDDEN.

PROTOTYPE:
DIVISION: 08
VERSION: 001
DESIGNED BY:
DRAWN BY:
REVIEWED BY:

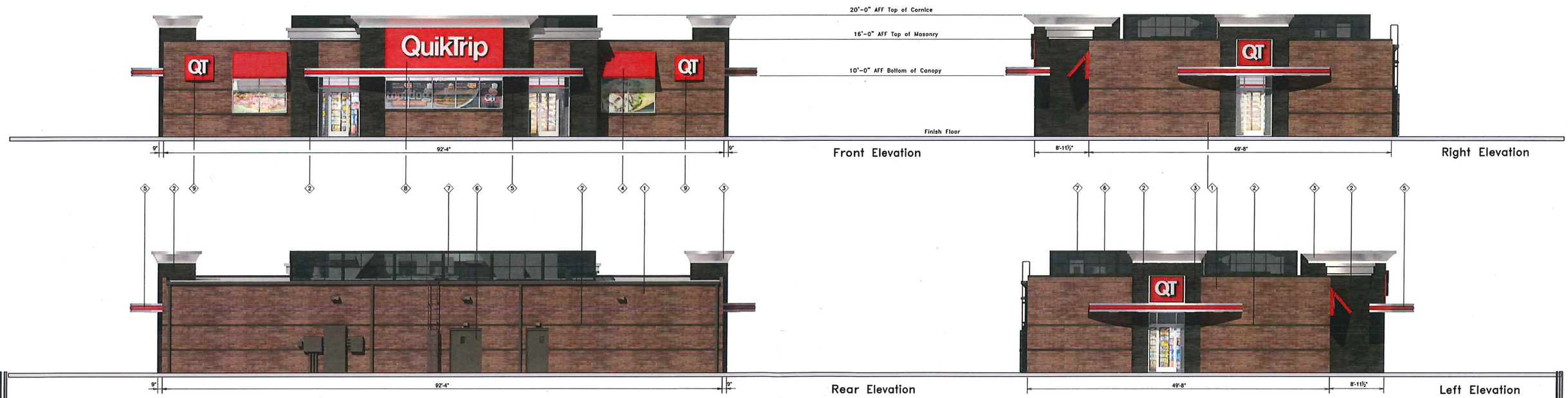
REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE:

SHEET TITLE:
INITIAL SITE PLAN

SHEET NUMBER:
1

FILE LOCATION:C:\Vault_QT\08 Dallas\08-1917\00 QuikDraw\08-1917 ISP OPT3.dwg TAB NAME:Initial Site Plan USER:ahoneyee SAVED:1/18/2019 2:23 PM PLOTTED:1/21/2019 8:26 AM



QuikTrip.

4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #	Address:	City, State:
1917		Sherman, TX

Serial #	Scale:	Issue Date:	Drawn By:	Rev/Notes:
	1/16"=1'-0"			

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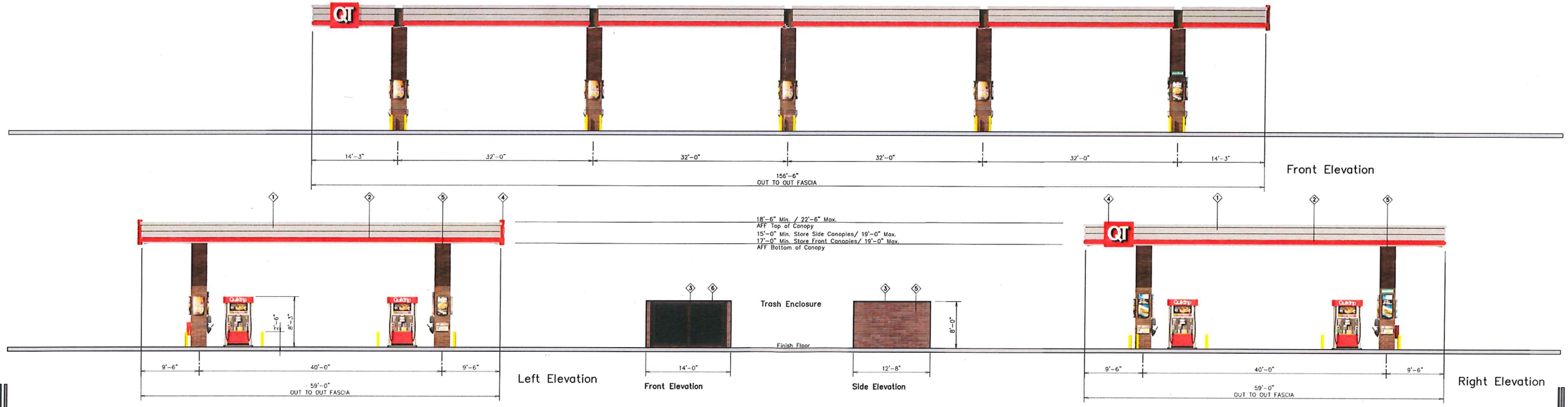
#	FINISH	MANUFACTURER	SPECIFICATION
1	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
2	MIDNIGHT	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	HLZ-ALUMINUM	ALPOLIC	FASCIA
4	QT RED	SHERWIN - WILLIAMS	STANDING SEAM AWNING
5	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
6	QT BROWN	SHERWIN - WILLIAMS	METAL/PAINT
7	BLACK	ALL COURT FABRICS	POLYPRO 95 MESH
8	CL-60R	ALLEN INDUSTRIES	SIGNAGE
9	IDB-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE



QuikTrip.

4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
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Store #	Address:	City, State:
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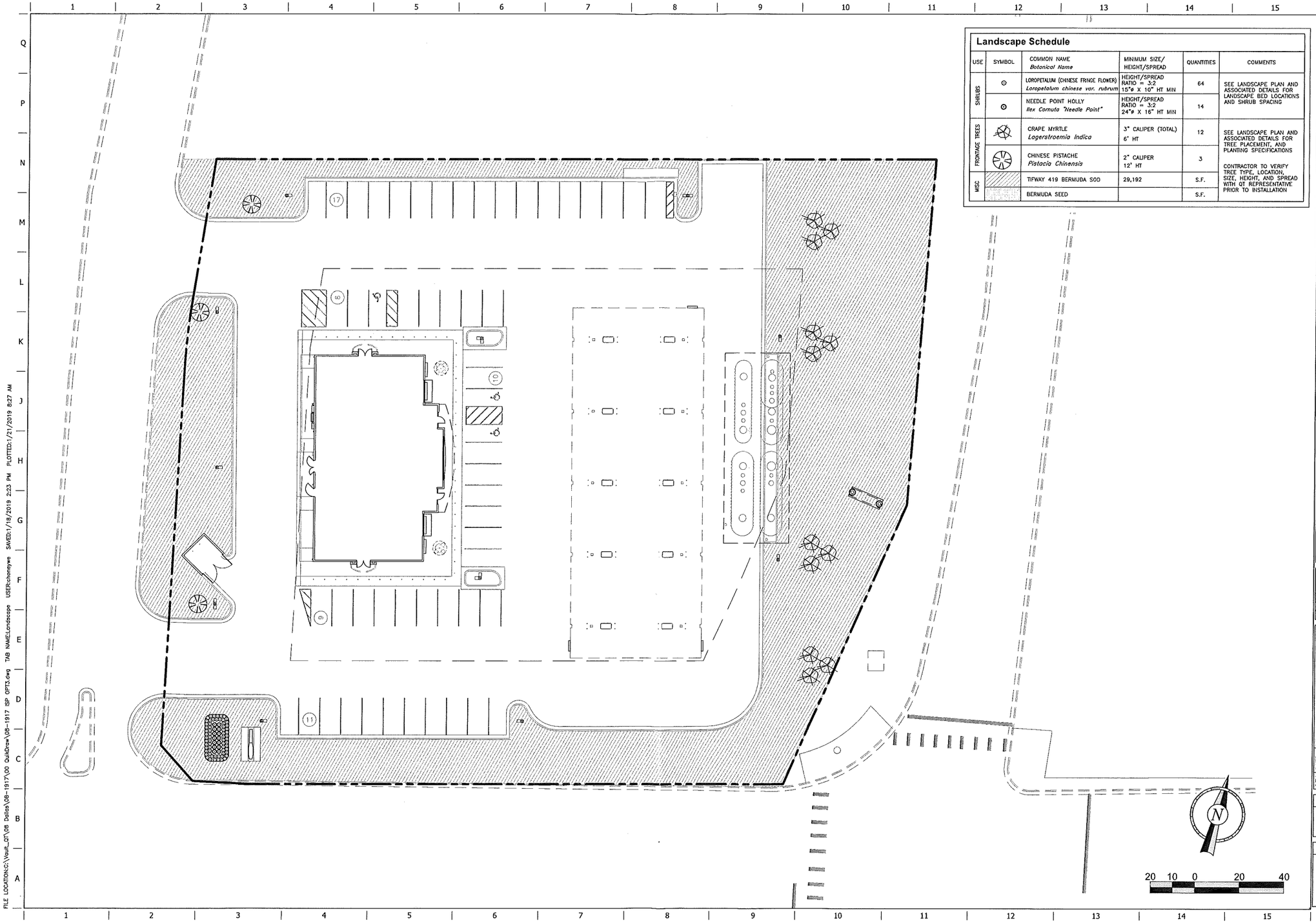
#	FINISH	MANUFACTURER	SPECIFICATION
1	HLZ-ALUMINUM	ALPOLIC	CANOPY
2	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
3	QT BROWN	LANE	METAL/PAINT
4	IDC-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
5	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
6	BLACK	ALL COURT FABRICS	POLYPRO 95 MESH



Landscape Schedule

USE	SYMBOL	COMMON NAME *Botanical Name*	MINIMUM SIZE/ HEIGHT/SPREAD	QUANTITIES	COMMENTS
SHRUBS		LOROPETALUM (CHINESE FRINGE FLOWER) *Loropetalum chinese var. rubrum*	HEIGHT/SPREAD RATIO = 3:2 15"ø X 10" HT MIN	64	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR LANDSCAPE BED LOCATIONS AND SHRUB SPACING
		NEEDLE POINT HOLLY *Ilex Cornuta "Needle Point"*	HEIGHT/SPREAD RATIO = 3:2 24"ø X 16" HT MIN	14	
FRONTAGE TREES		CRAPE MYRTLE *Lagerstroemia Indica*	3" CALIPER (TOTAL) 6' HT	12	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR TREE PLACEMENT, AND PLANTING SPECIFICATIONS CONTRACTOR TO VERIFY TREE TYPE, LOCATION, SIZE, HEIGHT, AND SPREAD WITH QT REPRESENTATIVE PRIOR TO INSTALLATION
		CHINESE PISTACHE *Pistacia Chinensis*	2" CALIPER 12' HT	3	
MISC		TIFWAY 419 BERMUDA SOD	29,192	S.F.	
		BERMUDA SEED		S.F.	

PROJECT NO.:######

QuikTrip No. 1917

NWC FM 1417 & S. SAM RAYBURN FWY
SHERMAN, TX

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PROTOTYPE:
DIVISION: 06
VERSION: 001
DESIGNED BY:
DRAWN BY:
REVIEWED BY:

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE:

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
2

FILE LOCATION:C:\Vault_QT\06 Dallas\06-1917\00 QuikDraw\06-1917 SP OPT3.dwg TAB NAME:Landscape USER:chenseye SAVED:1/18/2019 2:23 PM PLOTTED:1/21/2019 8:27 AM

Sherman
CLASSIC TOWN. BROAD HORIZON.

Developmental Services

STAFF REVIEW LETTER

February 12, 2019

Harkinson Investment Corporation
4560 Beltline Road, Ste. 400
Addison, TX 75001

QuikTrip Corporation
John Pimentel
1120 N. Industrial Blvd.
Euless, TX 76039

Dear Applicants,

The request for site plan approval for a QuikTrip Convenience Store and Fueling Station for the property located at 3624 South U.S. Highway 75 has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 19, 2019 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 Blalock Industrial District and the Blalock Commercial Overlay District must be followed.
2. The setback requirement is 55.7' from all property lines.
3. Fire lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
4. Signs - One freestanding sign is allowed per lot. Signs may have a maximum 65 square foot face area and shall not exceed twelve feet in height. Minimum setback for signs shall be 25 feet from the highway right-of-way.
5. Parking is permitted on paved surfaces only (concrete or asphalt).
6. A parking space is considered to be 9'x20'.
7. All parking shall be on private property and shall not encroach into U.S. Highway 75 access road or FM 1417 (Heritage Parkway) right-of-way.
8. The trash dumpster will need to be located inside the main building area.
9. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way.
10. Any structures or signs built over any of the easements on the property will require approval for an encroachment easement from the City Council.
11. All mechanical equipment shall be screened from all public view. Screening must match building color and material. Ground-mounted mechanical units may be screened with an evergreen landscape screen.
12. Restrict lighting in and around the windows; no flashing of intermittent lights or lights that change colors that cause a glare or brightness to a degree that constitutes a hazard or nuisance to traffic is allowed.
13. Shall comply with all EPA, City, Federal and State regulations for this use.
14. Review the zoning and development ordinance for additional requirements.
15. 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:

16. Platting of property required.

17. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department.
18. Traffic Impact Analysis (TIA) required for additional drives off of Hwy. 75 service road.
19. Landscaping and signs must not block view of traffic on FM 1417.
20. No piers will be permitted within Utility Easements.
21. The location of trash receptors must be approved by the public works department.
22. Mutual access agreement required ingress and egress onto adjacent property.
23. Submit expected impervious area square footage to Engineering Department.
24. Encroachment Agreement required for all structures within existing easements.

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

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

cc: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator
Billy Hartsfield, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 9.

Meeting Date: 02/19/2019

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

Clay Mahone, Chairman
Eric Elliott, Vice Chairman
Shawn Davis, Commissioner
David Downtain, Commissioner
Trish Wood, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner

Requested Action/Proposed Use:

* **3624 SOUTH U.S. HIGHWAY 75**

The request of Sherman Crossroads, LTD (Owners) and John Pimentel, QuikTrip Corporation (Applicant) concerning the property located at 3624 South U.S. Highway 75, being 2.027 acres in the Preston Kitchen Survey, Abstract No. 667, also being a part of Lot 1, Block 2, Sherman Crossroads, Phase II, as follows:

Planning and Zoning Commission

Site plan approval under Ordinance No. 2252, Article IV, Section 410 (2)(j) to allow a QuikTrip Convenience Store and Fueling Station in the Blalock Industrial Park/Blalock Commercial Overlay District.

Background:

The property is located at 3624 South U.S. Highway 75, the northwest corner of South Highway 75 and West FM 1417. The property is located in the Blalock Industrial Park. QuikTrip currently has the property under contract and is proposing to construct a 5,000 square foot QuikTrip convenience store with 20 fueling stations for retail motor fuel sales. The exterior finish will be brick with stone trim and forty-seven parking spaces will be provided. The convenience store and fueling station will operate 24 hours a day, seven days a week.

Adjacent Zoning:

Blalock Industrial Park
Blalock Commercial Overlay District

Origination:

Sherman Crossroads, LTD (Owners)
John Pimentel, QuikTrip Corporation (Applicant)

Master Plan Designation:

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

Number of notices mailed:

43

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Plat - Sherman Crossroads, Phase II
Site Plan
Building Elevations
Landscape Plan
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E.8.**

Meeting Date: 03/18/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS***

Replat Approval of Preston Club, The Classics Subdivision, Block 1, Lots 7R and 9R, being 0.764 acres in the Daniel Bickenbach Survey, Abstract No. 128 and all of Block 1, Lots 7, 8 and 9, Preston Club, The Classics Subdivision; James and Tina Harmon and Jerry O. & Sheryl L. Vaughan Revocable Living Trust, Owners; and Preston Trail Land Surveying, Surveyor (3014, 3018 and 3022 Preston Club Drive)

Issue:

To consider Replat Approval of Preston Club, The Classics Subdivision, Block 1, Lots 7R and 9R, being 0.764 acres in the Daniel Bickenbach Survey, Abstract No. 128 and all of Block 1, Lots 7, 8 and 9, Preston Club, The Classics Subdivision; James and Tina Harmon and Jerry O & Sheryl L. Vaughan Revocable Living Trust, Owners; and Preston Trail Land Surveying, Surveyor; located at 3014, 3018 and 3022 Preston Club Drive

Background:

The property is located at 3014, 3018 and 3022 Preston Club Drive and is zoned an R-1 (One Family Residential) District. The owners would like to replat three lots into two lots.

Origination:

James and Tina Harmon and Jerry O & Sheryl L. Vaughan Revocable Living Trust (Owners)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

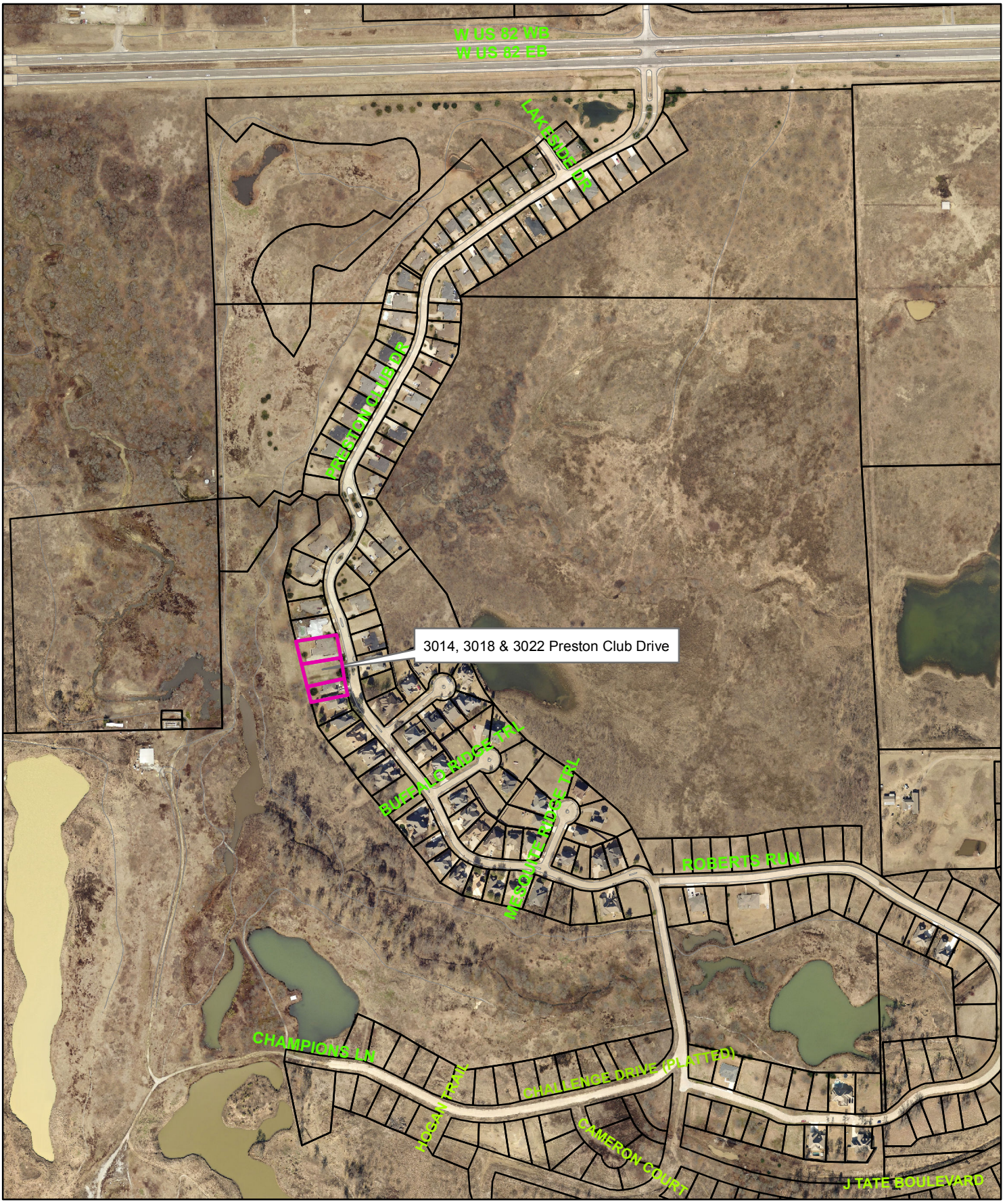
At the February 19, 2019 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat Preston Club, The Classics Subdivision, Block 1, Lots 7R & 9R
Staff Review Letter
P&Z Communication



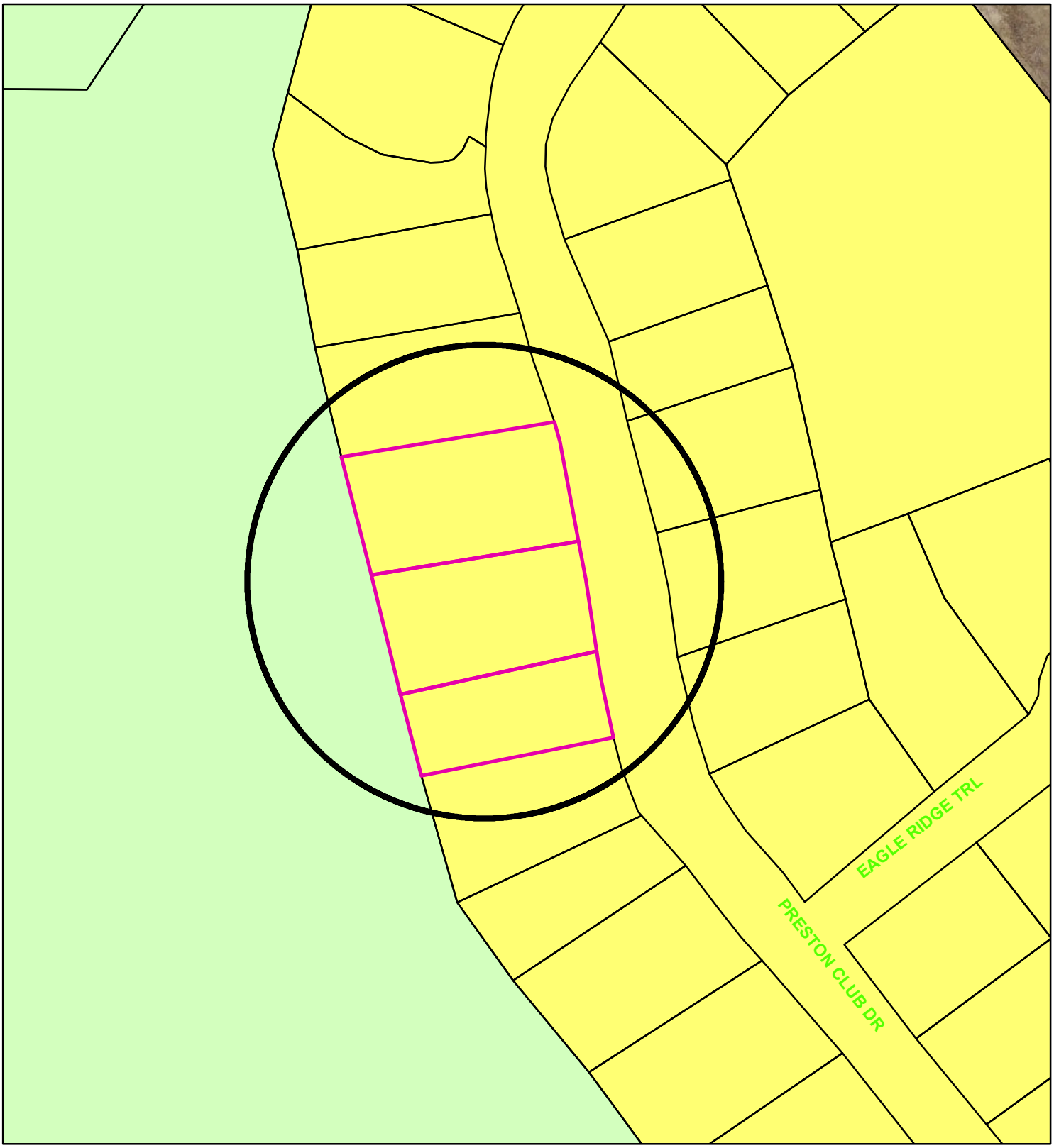
Sherman
CLASSIC TOWN. BROAD HORIZON.

3014, 3018 & 3022 Preston Club Drive

NOT TO SCALE

1 in = 500 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 3014, 3018 & 3022 Preston Club Drive

Legend

Special Districts Overlay

DISTRICT_NAME

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

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

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

NOT TO SCALE

1 in = 100 ft

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

3014 Preston Club Drive

3018 Preston Club Drive

3022 Preston Club Drive

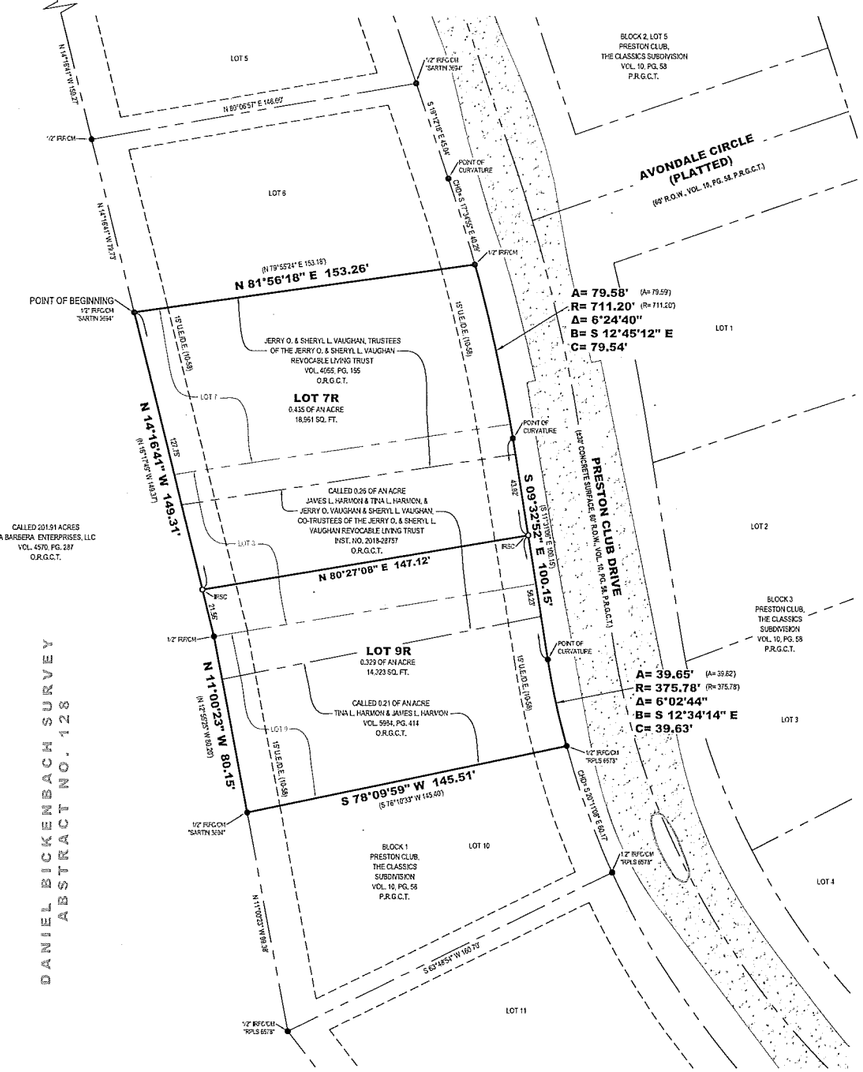
FLOOD STATEMENT:
I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 485509, effective date 09/29/2010 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0275 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.

GENERAL NOTES:

1. This survey was completed without the benefit of of a title commitment. Easements and/or other matters of record may affect the surveyed property. The Surveyor did not perform an Abstract of Title.

GRAPHIC SCALE IN FEET
0 15 30

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

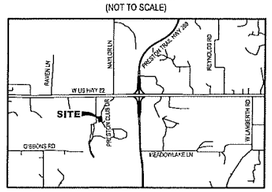


LEGEND

●	FOUND MONUMENT
○	SET MONUMENT
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND W/PLASTIC CAP
CM	CONTROLLING MONUMENT
( )	DEED OR PLAT CALL
R.O.W.	RIGHT-OF-WAY
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
VOL., PG.	VOLUME, PAGE
INST. NO.	INSTRUMENT NO.
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
———	BOUNDARY LINE
- - - - - -	ADJOINER LINE
= = = = = =	EASEMENT

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

VICINITY MAP
(NOT TO SCALE)



OWNER:
Jerry O. Vaughan and Sheryl L. Vaughan
Trustees of The Jerry O. Vaughan and Sheryl L. Vaughan
Revocable Living Trust
3018 Preston Club Drive
Sherman, TX 75092

OWNER:
James L. Harmon
Tina L. Harmon
3014 Preston Club Drive
Sherman, TX 75092
Ph: 214-460-8127

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying
83493 N State Highway 289, Suite No. 5
Pottsboro, TX 75076
Ph: 903-786-6029

REPLAT OF
PRESTON CLUB, THE CLASSICS SUBDIVISION
BLOCK 1, LOTS 7R & 9R
0.764 OF AN ACRE
DANIEL BICKENBACH SURVEY, ABSTRACT NO. 128
Being all of BLOCK 1, LOTS 7, 8 & 9
PRESTON CLUB, THE CLASSICS SUBDIVISION
City of Sherman, Grayson County, Texas

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

TBPLS Firm No.	Drawn by: BNH	Scale: 1"=30'	Project No. 19-0018
10194105	Checked by: CRN	Date: 09/22/2019	Sheet No. 1 of 2

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS JAMES L. HARMON, TINA L. HARMON, AND JERRY O. VAUGHAN AND SHERYL L. VAUGHAN, TRUSTEES OF THE JERRY O. VAUGHAN AND SHERYL L. VAUGHAN REVOCABLE LIVING TRUST are the owner of all of that certain tract or parcel of land situated in the Daniel Bickenbach Survey, Abstract No. 128, City of Sherman, Grayson County, Texas, and being all of Lots 7, 8 and 9 in Block 1 of Preston Club, the Classics Subdivision, according to the plat thereof recorded in Volume 10, Page 58, Plat Records of Grayson County, Texas, the same being all of a tract of land described in the deed to Jerry O. and Sheryl L. Vaughan, Trustees of the Jerry O. and Sheryl L. Vaughan Revocable Living Trust, recorded in Volume 4055, Page 155, Official Records of Grayson County, Texas, and all of a called 0.26 of an acre tract of land described in the deed to James L. Harmon and Tina L. Harmon, and Jerry O. Vaughan and Sheryl L. Vaughan, Trustees of the Jerry O. and Sheryl L. Vaughan Revocable Living Trust, recorded in Instrument No. 2018-28757, said Official Records, and all of a called 0.21 of an acre tract of land described in the deed to Tina L. Harmon and James L. Harmon, recorded in Volume 5984, Page 414, said Official Records, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northwest corner of said Lot 7, and the northwest corner of said Vaughan Tract (4055-155), common to the southwest corner of Lot 6 in said Block 1, and on the easterly line of a called 221.91 acre tract of land described as Tract Three in the deed to La Barbera Enterprises, LLC, recorded in Volume 4570, Page 287, said Official Records;

THENCE North 81°56'18" East, with the northerly line of said Lot 7, and with the northerly line of said Vaughan Tract (4055-155), and with the southerly line of said Lot 6, a distance of 153.26 feet to a 1/2-inch iron rod found for the northeast corner of said Lot 7, common to the northeast corner of said Vaughan Tract (4055-155), and common to the southeast corner of said Lot 6, and on the westerly right-of-way line of Preston Club Drive, and at the beginning of a non-tangent curve to the right having a delta angle of 06°24'40", a radius of 711.20 feet, and chord bearing and distance of South 12°45'12" East, 79.54 feet;

THENCE in a southeasterly direction, with the easterly line of said Lot 7, and with the easterly line of aforesaid Lot 8, and with the easterly line of said Vaughan Tract (4055-155), and with the easterly line of aforesaid 0.26 acre tract, and with the westerly right-of-way line of said Preston Club Drive, and with said curve to the right, an arc distance of 79.58 feet to the end of said curve;

THENCE South 09°32'52" East, with the easterly line of said Lot 8, and with the easterly line of aforesaid Lot 9, and with the easterly line of said 0.26 acre tract, and with the easterly line of aforesaid 0.21 acre tract, and with the westerly right-of-way line of said Preston Club Drive, a distance of 100.15 feet to the beginning of a tangent curve to the left having a delta angle of 06°02'44", a radius of 375.78 feet, and chord bearing and distance of South 12°34'14" East, 39.63 feet;

THENCE in a southeasterly direction, with the easterly line of said Lot 9, and with the easterly line of said 0.21 acre tract, and with the westerly right-of-way line of said Preston Club Drive, and with said curve to the left, an arc distance of 39.65 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS 6578" found for the southeast corner of said Lot 9, common to the southeast corner of said 0.21 acre tract, and common to the northeast corner of Lot 10 in aforesaid Block 1;

THENCE South 78°09'59" West, with the southerly line of said Lot 9, and with the southerly line of said 0.21 acre tract, and with the northerly line of said Lot 10, a distance of 145.51 feet to a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the southwest corner of said Lot 9, common to the southwest corner of said 0.21 acre tract, and common to the northwest corner of said Lot 10, and on the easterly line of aforesaid 221.91 acre tract;

THENCE North 11°00'23" West, with the westerly line of said Lot 9, and with the westerly line of said 0.21 acre tract, and with the westerly line of said 0.26 acre tract, and with the easterly line of said 221.91 acre tract, a distance of 80.15 feet to a 1/2-inch iron rod found for the northwest corner of Lot 9, common to the southwest corner of aforesaid Lot 8;

THENCE North 14°16'41" West, with the westerly line of said Lot 8, and with the westerly line of aforesaid Lot 7, and with the westerly line of said 0.26 acre tract, and with the westerly line of aforesaid Vaughan Tract (4055-155), and with the easterly line of said 221.91 acre tract, a distance of 149.31 feet to the POINT OF BEGINNING and enclosing 0.764 of an acre (33,285 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **JAMES L. HARMON, TINA L. HARMON, AND JERRY O. VAUGHAN AND SHERYL L. VAUGHAN, TRUSTEES OF THE JERRY O. VAUGHAN AND SHERYL L. VAUGHAN REVOCABLE LIVING TRUST**, does hereby adopt this plat designating the hereinbefore described property as **REPLAT OF PRESTON CLUB, THE CLASSICS SUBDIVISION, BLOCK 1, LOTS 7R & 9R**, 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: _____
James L. Harmon

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 James L. Harmon, 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

By: _____
Tina L. Harmon

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 Tina L. Harmon, 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

THE JERRY O. VAUGHAN AND SHERYL L. VAUGHAN REVOCABLE LIVING TRUST

By: _____
Jerry O. Vaughan, Trustee

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 Jerry O. Vaughan, Trustee, 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

THE JERRY O. VAUGHAN AND SHERYL L. VAUGHAN REVOCABLE LIVING TRUST

By: _____
Sheryl L. Vaughan, Trustee

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 Sheryl L. Vaughan, Trustee, 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

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 **REPLAT OF PRESTON CLUB, THE CLASSICS SUBDIVISION, BLOCK 1, LOTS 7R & 9R** 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

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

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

OWNER:
Jerry O. Vaughan and Sheryl L. Vaughan
Trustees of The Jerry O. Vaughan and Sheryl L. Vaughan
Revocable Living Trust
3018 Preston Club Drive
Sherman, TX 75092

OWNER:
James L. Harmon
Tina L. Harmon
3014 Preston Club Drive
Sherman, TX 75092
Ph: 214-460-8127

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying
83493 N State Highway 289, Suite No. 5
Pottsboro, TX 75076
Ph: 903-786-6029

REPLAT OF
PRESTON CLUB, THE CLASSICS SUBDIVISION
BLOCK 1, LOTS 7R & 9R
0.764 OF AN ACRE
DANIEL BICKENBACH SURVEY, ABSTRACT NO. 128
Being all of BLOCK 1, LOTS 7, 8 & 9
PRESTON CLUB, THE CLASSICS SUBDIVISION
City of Sherman, Grayson County, Texas

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

TBPLS Firm No.	Drawn by: BNH	Scale: 1"=30'	Project No. 19-0018
10194105	Checked by: CRN	Date: 09/22/2019	Sheet No. 2 of 2

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

February 11, 2019

Jerry & Sherry Vaughan
3018 Preston Club Dr.
Sherman, TX 75092

James & Tina Harmon
3014 Preston Club Dr.
Sherman, TX 75092

Preston Trail Land Surveying
83493 N. State Hwy 289, Ste. 5
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Replat of Preston Club, the Classics Subdivision, Block 1, Lots 7, 8, & 9 has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 19, 2019 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 with $0.00 balance 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. The City of Sherman does not review or enforce Deed Restrictions on platted properties, or any other properties with deed restrictions.
6. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
7. 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,

Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Billy Hartsfield, Fire Marshal
Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Steve Ayers, Asst. City Manager

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 10.

Meeting Date: 02/19/2019

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

Clay Mahone, Chairman
Eric Elliott, Vice Chairman
Shawn Davis, Commissioner
David Downtain, Commissioner
Trish Wood, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner

Requested Action/Proposed Use:

* **3014, 3018 & 3022 PRESTON CLUB DRIVE**

The request of James and Tina Harmon and Jerry O & Sheryl L. Vaughan Revocable Living Trust (Owners) and Preston Trail Land Surveying (Surveyor) concerning the properties located at 3014, 3018 and 3022 Preston Club Drive, being 0.764 acres in the Daniel Bickenbach Survey, Abstract No. 128 and all Block 1, Lots 7, 8 & 9, Preston Club, The Classics Subdivision, as follows:

Planning and Zoning Commission

Replat Preston Club, The Classics Subdivision, Block 1, Lots 7R & 9R

Background:

The property is located at 3014, 3018 and 3022 Preston Club Drive. The owners would like to replat three lots into two lots.

Adjacent Zoning:

R-A (Single Family Agricultural) District
R-1 (One Family Residential) District

Origination:

James and Tina Harmon and Jerry O & Sheryl L. Vaughan Revocable Living Trust (Owners)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Not a part of the Master Plan

Number of notices mailed:
35

Objections Received:
0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat - Preston Club The Classics, Block 1, Lots 7R & 9R
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E.9.**

Meeting Date: 03/18/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS***

Replat Approval of Lot 4B, Block 1, Crescent Oaks Plaza, being 1.690 acres in the J.B. McAnair Survey, Abstract No. 763 and Lot 4B of the Replat of Lot 4, Block 1, Crescent Oaks Plaza; SWBE LLC and Young Enterprises, LP, Owners; Jones Carter Engineering, Civil Engineeer/Surveyor; and Wes Johnston, Developer (1611 North U.S. Highway 75)

Issue:

To consider Replat Approval of Lot 4B, Block 1, Crescent Oaks Plaza, being 1.690 acres in the J.B. McAnair Survey, Abstract No. 763 and Lot 4B, of the Replat of Lot 4, Block 1, Crescent Oaks Plaza; SWBE LLC and Young Enterprises, LP, Owners; Jones Carter Engineering, Civil Engineeer/Surveyor; and Wes Johnston, Developer; located at 1611 North U.S. Highway 75

Background:

The property is located at 1611 North U.S. Highway 75 between Taylor Street and Texoma Parkway. The property is zoned a C-2 (General Commercial) District and M-1 (Light Manufacturing) District. The owners would like to replat the property into one lot for commercial development.

Origination:

SWBE LLC and Young Enterprises, LP (Owners)
Jones Carter Engineering (Civil Engineer/Surveyor)
Wes Johnston (Developer)

Financial Consideration:

None

Staff Recommendation:

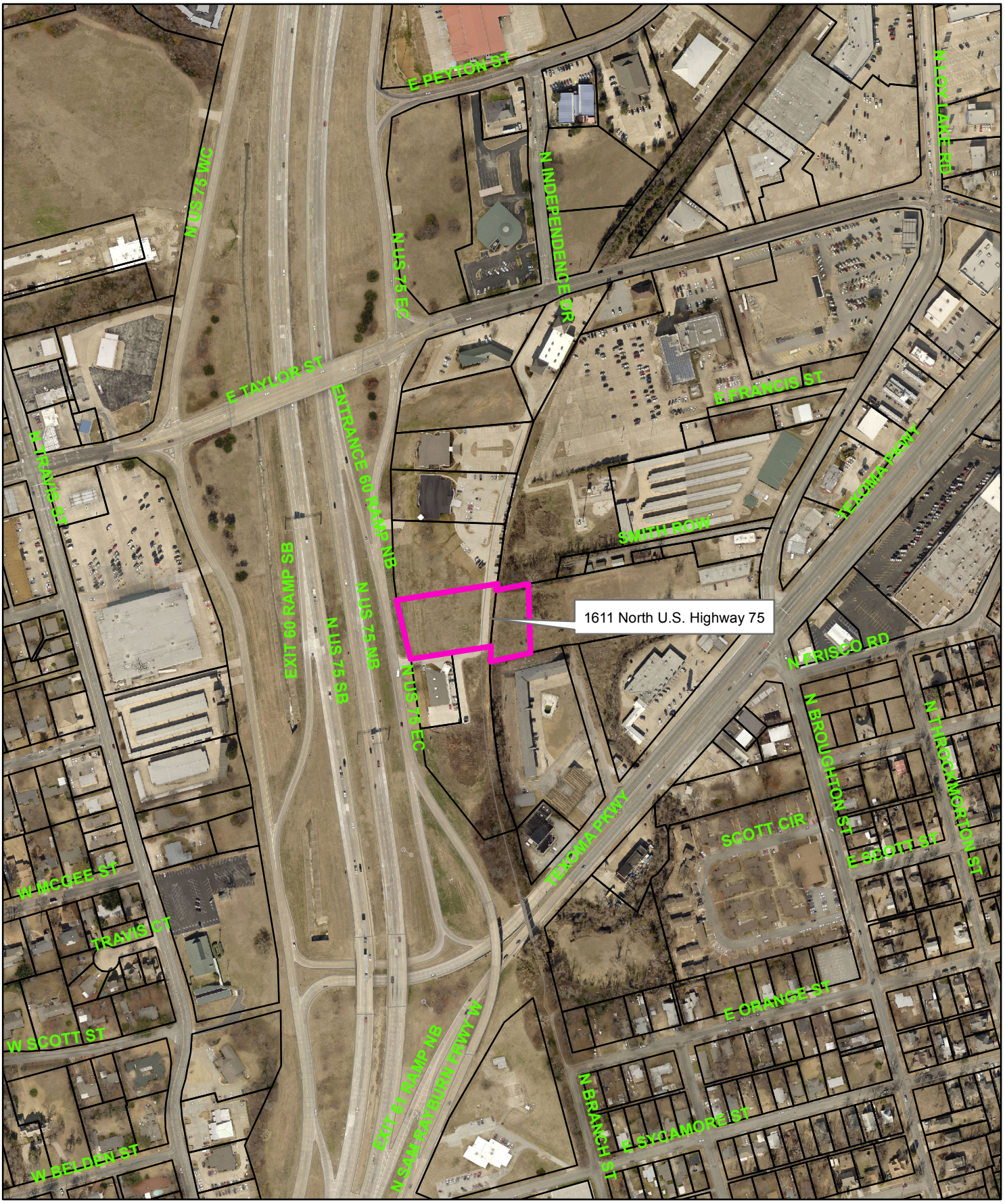
At the February 19, 2019 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Replat Lot 4B, Block 1, Crescent Oaks Plaza
Staff Review Letter
P&Z Communication



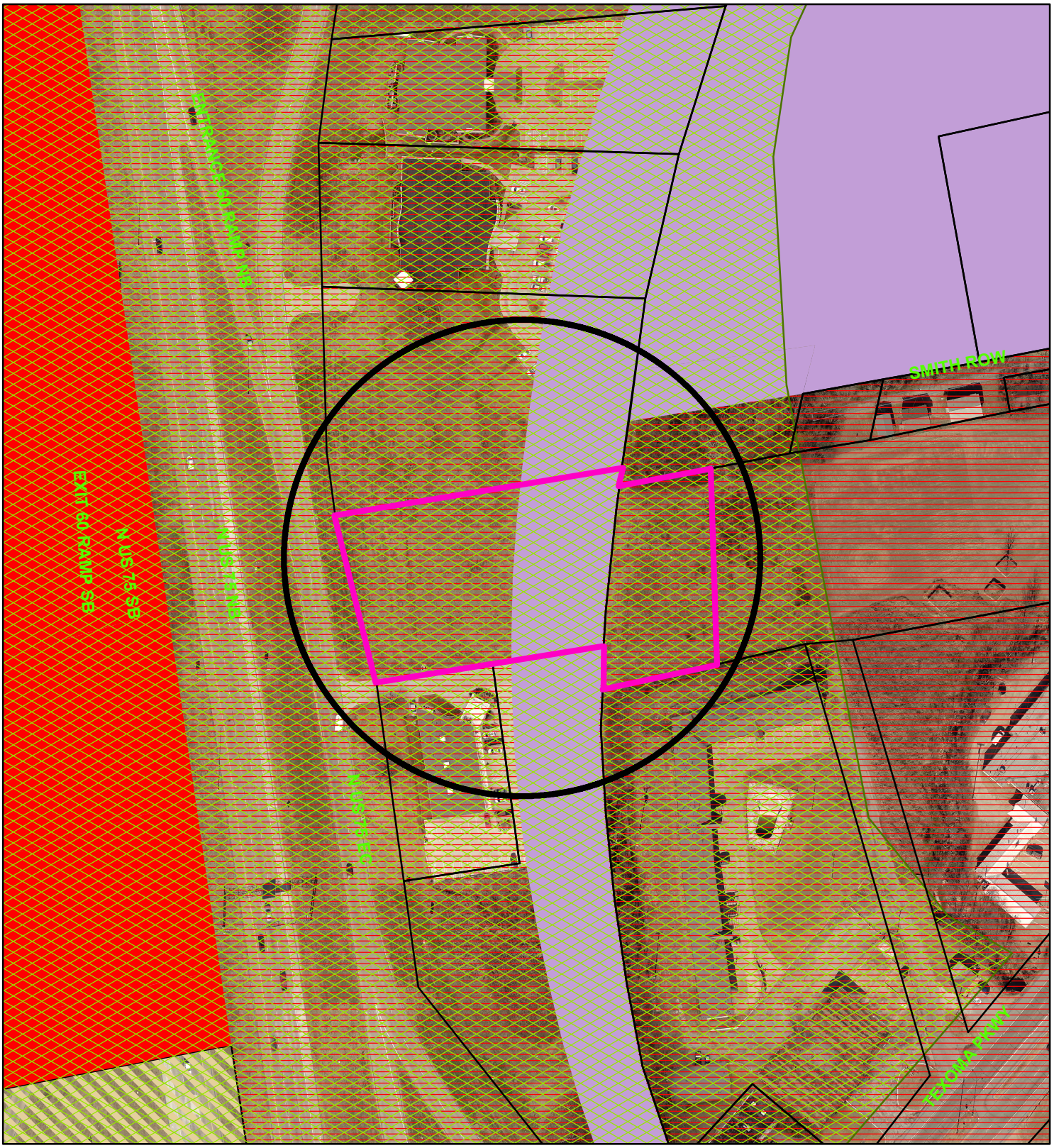
Sherman
CLASSIC TOWN. BROAD HORIZON.

1611 North U.S. Highway 75

NOT TO SCALE

1 in = 407 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 1611 North U.S. Highway 75

Legend

Special Districts Overlay

DISTRICT_NAME

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

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

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

NOT TO SCALE

1 in = 150 ft

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

GENERAL NOTES:

1. Bearings are based on the Texas State Plain Coordinate System, NAD 83, North Central Zone 4202. and the Replat of LOT 4, BLOCK ONE CRESCENT OAKS PLAZA, an addition to the City of Sherman, Texas, as per plat recorded in Volume 21, Pages 166 and 167, Plat Records, Grayson County, Texas.

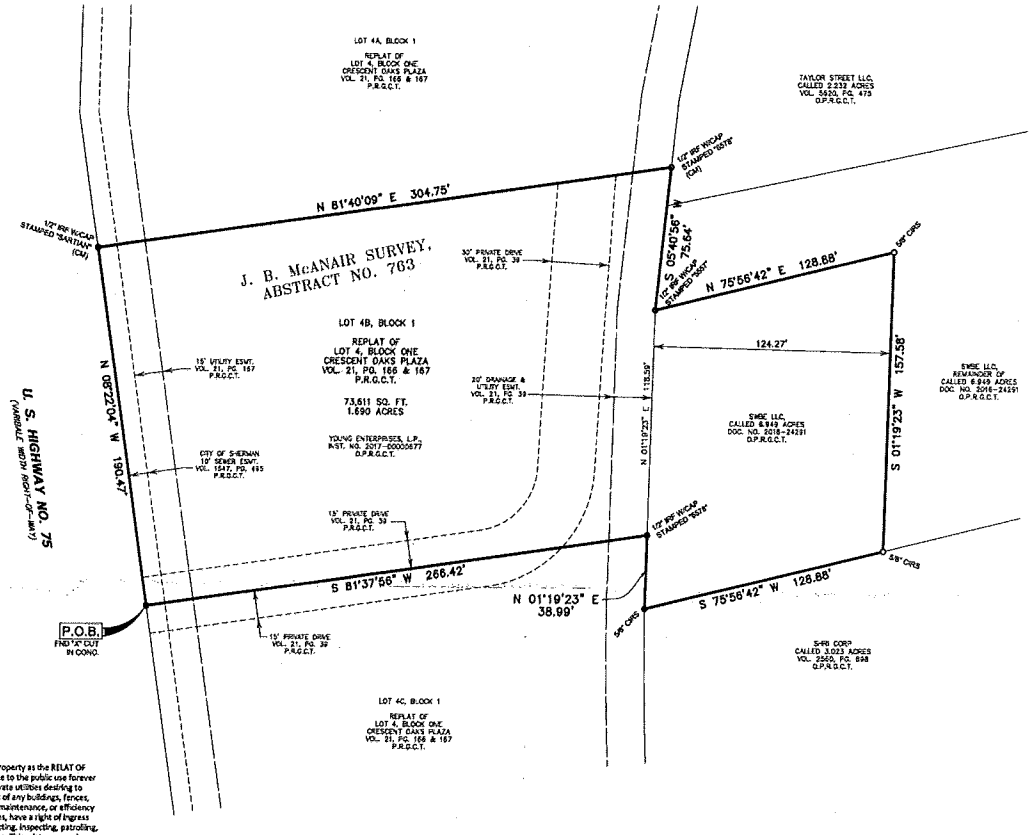
2. Set monuments are 5/8" iron rods with yellow plastic cap stamped "Jones Carter", unless noted otherwise.

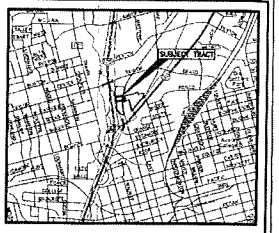
FLOOD NOTE:

Inherent inaccuracies of FEMA or Flood Insurance Rate Maps preclude a surveyor from certifying to the accuracies of locations based on such maps. All flood-plain information on this survey is for graphical depiction only, as scaled off of Firm Panel Map No. 48181C0230F, dated September 29, 2010. This property is in Zone X, Areas determined to be outside of the 0.2% annual chance floodplain.

LEGEND

POC	POINT OF COMMENCING
POB	POINT OF BEGINNING
CM	CONTROL MONUMENT
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PG.	PAGE
ESMT	EASEMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CRS	5/8" CAPPED IRON ROD WITH YELLOW CAP STAMPED "JONES CARTER" SET FOR CORNER
D.R.G.C.T	DEED RECORDS, GRAYSON COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY, TEXAS





VICINITY MAP
N.T.S.

OWNER'S CERTIFICATION

STATE OF TEXAS :
COUNTY OF GRAYSON :

WHEREAS, Young Enterprises, L.P., and SWBE, LLC., is/are the owner(s) of a 1.690 acre tract of a tract of land situated in the J. B. McAnair Survey, Abstract No. 763, Grayson County Texas, and being all of Lot Four-B (4B), of the Replat of Lot 4, Block One, Crescent Oaks Plaza, an addition to the City of Sherman, Texas, as per plat recorded in Volume 21, Pages 166 and 167, Plat Records, Grayson County, Texas. Also being a part of called 6.949 acre tract described in deed to SWBE, LLC, recorded in Document No. 2016-24291 of the Official Public Records of Grayson County, Texas (O.P.R.G.C.T.) and being more particularly described as follows:

BEGINNING at a cut "X" in concrete found for the southwest corner of said Lot 4B, Block 1, and the northwest corner of Lot 4C, Block 1, also being the easterly line of U. S. Highway No. 75 (a variable width Right-of-Way).

THENCE North 08 Degrees 22 Minutes 04 Seconds West, along the easterly line of said U. S. Highway No. 75, a distance of 190.47 feet to a 1/2" iron rod with cap stamped "Sartian" found for the northwest corner of said Lot 4B, Block 1;

THENCE North 81 Degrees 40 Minutes 09 Seconds East, departing the east line of said U. S. Highway No. 75, along the north line of said Lot 4B, Block 1, a distance of 304.75 feet to a 1/2" iron rod with cap stamped "6578" found for the northeast corner of said Lot 4B, Block 1;

THENCE South 05 Degrees 40 Minutes 56 Seconds West, along the east line of said Lot 4B, Block 1, a distance of 75.64 feet to a 1/2" iron rod with cap stamped "5557" found in the east line of Lot 4B, Block;

THENCE North 75 Degrees 56 Minutes 42 Seconds East, departing the east line of said Lot 4B, Block 1, a distance of 128.88 feet to a 5/8" iron rod with yellow cap stamped "Jones Carter" set for corner;

THENCE South 01 Degrees 19 Minutes 23 Seconds West, a distance of 157.58 feet to a 5/8" iron rod with yellow cap stamped "Jones Carter" set for corner in the south line of said 6.949 acre tract and the north line of a called 3.023 acre tract of land described in deed to SHRI Corp. recorded in Volume 2560, Page 898, O.P.R.G.C.T.;

THENCE South 75 Degrees 56 Minutes 42 Seconds West, along the south line of said 6.949 acre tract, a distance of 128.88 feet to a 5/8" iron rod with yellow cap stamped "Jones Carter" set for corner in the east line of Lot 4C, Block 1 of said Crescent Oaks Plaza;

THENCE North 01 Degrees 19 Minutes 23 Seconds East, at a distance of 38.99 to a 1/2" iron rod with cap stamped "5557" found for the southeast corner of said Lot 4B, Block 1;

THENCE South 81 Degrees 37 Minutes 56 Seconds West, at a distance of 266.42 feet to the POINT OF BEGINNING and containing 73,611 square feet or 1.690 acres of land more or less.

KNOW ALL MEN BY THESE PRESENTS:

That I, Eduardo Martinez, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the platting rules and regulations of the City of Sherman, Texas.

FOR REVIEW ONLY.
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

Eduardo Martinez,
Registered Professional Land Surveyor No. 5274

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Eduardo Martinez, 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 expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____th day of _____, 20____.

_____
Notary Public in and for the State of Texas

STATE OF TEXAS :
COUNTY OF GRAYSON :

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____, do hereby adopt this plat designating the hereinabove property as the RELAT OF LOT 4B, BLOCK ONE OF CRESCENT OAKS PLAZA, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part of any buildings, fences, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strip[s and any public or private utility shall, at all times, have a right of ingress or egress to and from and upon the said easements 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 ot all ordinances, rules regulations and resolutions ofthe City of Sherman, Texas.

WITNESS MY HAND this _____ day of _____,20___.

Young Enterprises, LP,

By: _____

Name: _____

Title: _____

STATE OF TEXAS:
COUNTY OF GRAYSON :

Before me, the undersigned authority, a Notary Public in and for said County and State on this date personally appeared_____, Owner, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed.

given my hand and seal of office, this the _____ day of _____, 20___.

_____
Notary Public, State of Texas

My Commission expires :_____

Approved this _____day of _____, 20____, by the City Planning and Zoning Commision 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 forgoing, REPLAT OF LOT 4B, BLOCK ONE OF CRESCENT OAKS PLAZA, an addition to the City of Sherman, Texas 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 herein above described.

Witness my hand this _____ day of _____, 20____.

_____
Clerk City of Sherman, Texas

REPLAT OF
LOT 4B, BLOCK 1
CRESCENT OAKS PLAZA

AND BEING 1.690 ACRES OUT OF THE
J. B. McANAIR SURVEY, ABSTRACT NO. 763
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

JANUARY 2019

DEVELOPER / OWNER:
YOUNG ENTERPRISES, L.P.,
5414 FM 1897, 1417 NORTH
SHERMAN, TX 75092
PHONE: (469) 791-0008

ENGINEER / SURVEYOR:
JONES | CARTER
Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 600 • Plano, Texas 75024
972.488.3600
Texas Board of Professional Land Surveying Registration No. 10046143
Contact: Eduardo Martinez, E-mail: emartinez@jonescarter.com

JOB No. 16312-0001 BAS/EM DWG No. 1855 SHEET 1 OF 1

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

February 11, 2019

Young Enterprises, LP
5414 FM Hwy. 1417 North
Sherman, TX 75092

Jones Carter
6509 Windcrest Dr., Suite 600
Plano, TX 75024

Dear Applicants,

The request for approval of the Replat of Lot 4, Block 1, Crescent Oaks Plaza has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 19, 2019 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 with $0.00 balance 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. New Lot number for subject property must be assigned.
6. Plat name should be easier to distinguish from previous replats of subject property.
7. Additional mutual access agreement may be required in order to access property via current private drive.
8. Detention shall be in accordance with City standards.
9. All owners of subject property must sign plat.
10. Change "Sartian" to "Sartin" in metes and bounds description.
11. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
12. 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,

Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Billy Hartsfield, Fire Marshal
Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Steve Ayers, Asst. City Manager

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 15.

Meeting Date: 02/19/2019

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

Clay Mahone, Chairman
Eric Elliott, Vice Chairman
Shawn Davis, Commissioner
David Downtain, Commissioner
Trish Wood, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner

Requested Action/Proposed Use:

* **1611 NORTH U.S. HIGHWAY 75**

The request of SWBE LLC and Young Enterprises, LP (Owners), Jones Carter Engineering (Civil Engineer/Surveyor) and Wes Johnston (Developer) concerning the property located at 1611 North U.S. Highway 75, being 1.690 acres in the J.B. McAnair Survey, Abstract No. 763 and Lot 4B, of the Replat of Lot 4, Block 1, Crescent Oaks Plaza and, as follows:

Planning and Zoning Commission

Replat approval of Lot 4B, Block 1, Crescent Oaks Plaza.

Background:

The property is located at 1611 North U.S. Highway 75 between Taylor Street and Texoma Parkway. The property is zoned a C-2 (General Commercial) District and M-1 (Light Manufactured) District. The owners would like to replat the property into one lot for commercial development.

Adjacent Zoning:

C-2 (General Commercial) District
M-1 (Light Manufacturing) District

Origination:

SWBE LLC and Young Enterprises, LP (Owners)
Jones Carter Engineering (Civil Engineer/Surveyor)
Wes Johnston (Developer)

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 Lot 4B, Block 1, Crescent Oaks Plaza
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E.10.**

Meeting Date: 03/18/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS***

Replat Approval of Lots 1 and 2, Davidson Addition, being 10.254 acres in the Benjamin Lindsay Survey, Abstract No. 733; Angel Ridge Properties, LLC, Owners; and Helvey-Wagner Surveying, Inc., Surveyor (8001 South U.S. Highway 75)

Issue:

To consider Replat Approval of Lots 1 and 2, Davidson Addition, being 10.254 acres in the Benjamin Lindsay Survey, Abstract No. 733; Angel Ridge Properties, LLC, Owners; and Helvey-Wagner Surveying, Inc., Surveyor; located at 8001 South U.S. Highway 75

Background:

The property is located at 8001 South U.S. Highway 75 between Shepherd Drive and F.M. 902. The property is zoned a C-1 (Retail Business) District and is also located in the O-1 (75 & 82) Overlay District. The owners would like to replat the property into two lots for commercial development.

Origination:

Angel Ridge Properties, LLC (Owners)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 19, 2019 regular meeting, the Planning and 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 Lots 1 & 2, Davidson Addition
Staff Review Letter
P&Z Communication

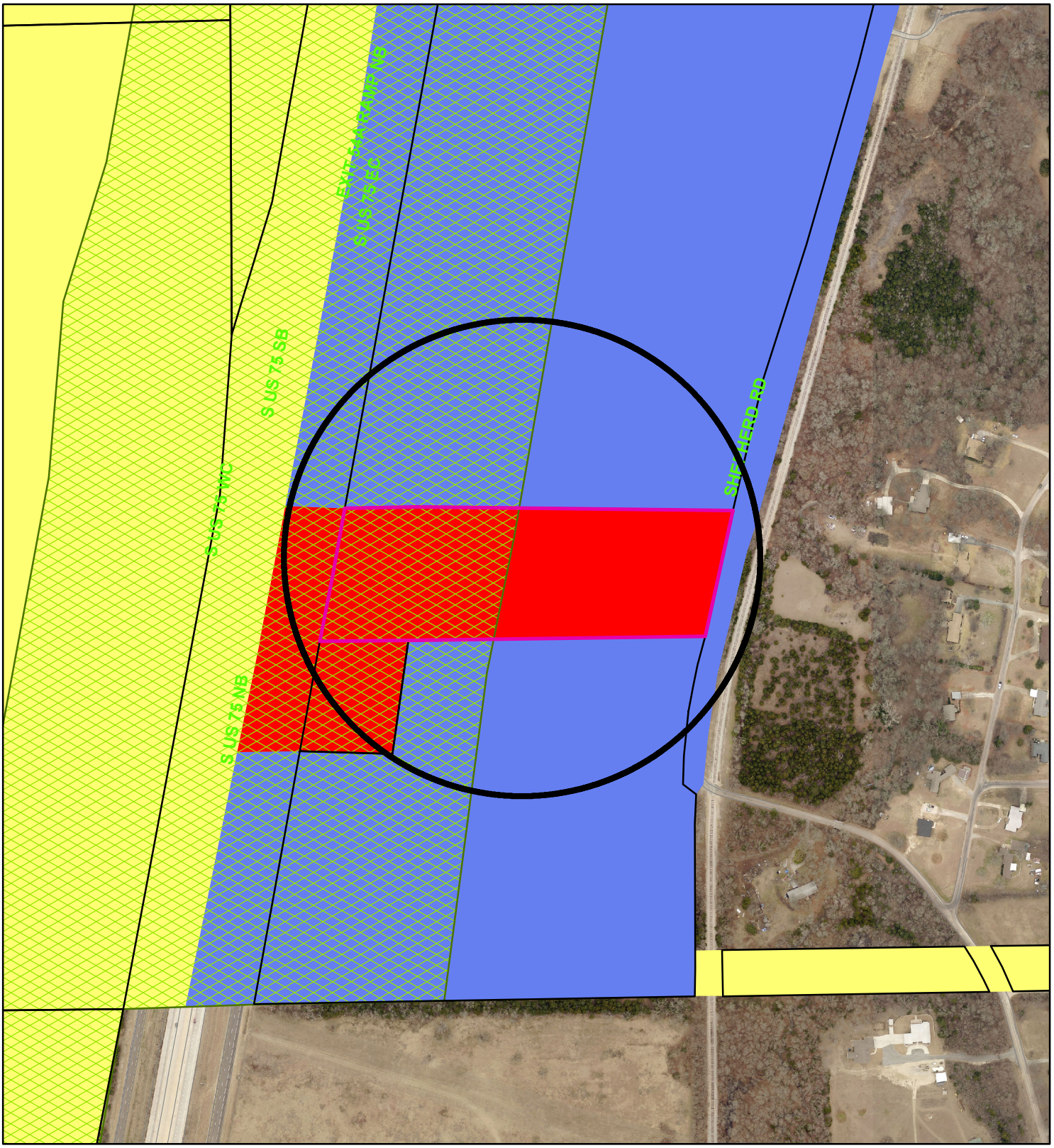
Sherman
CLASSIC TOWN. BROAD HORIZON.

8001 South U.S. Highway 75

NOT TO SCALE

1 in = 1,000 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 8001 South U.S. Highway 75

Legend

Special Districts Overlay

DISTRICT_NAME

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

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

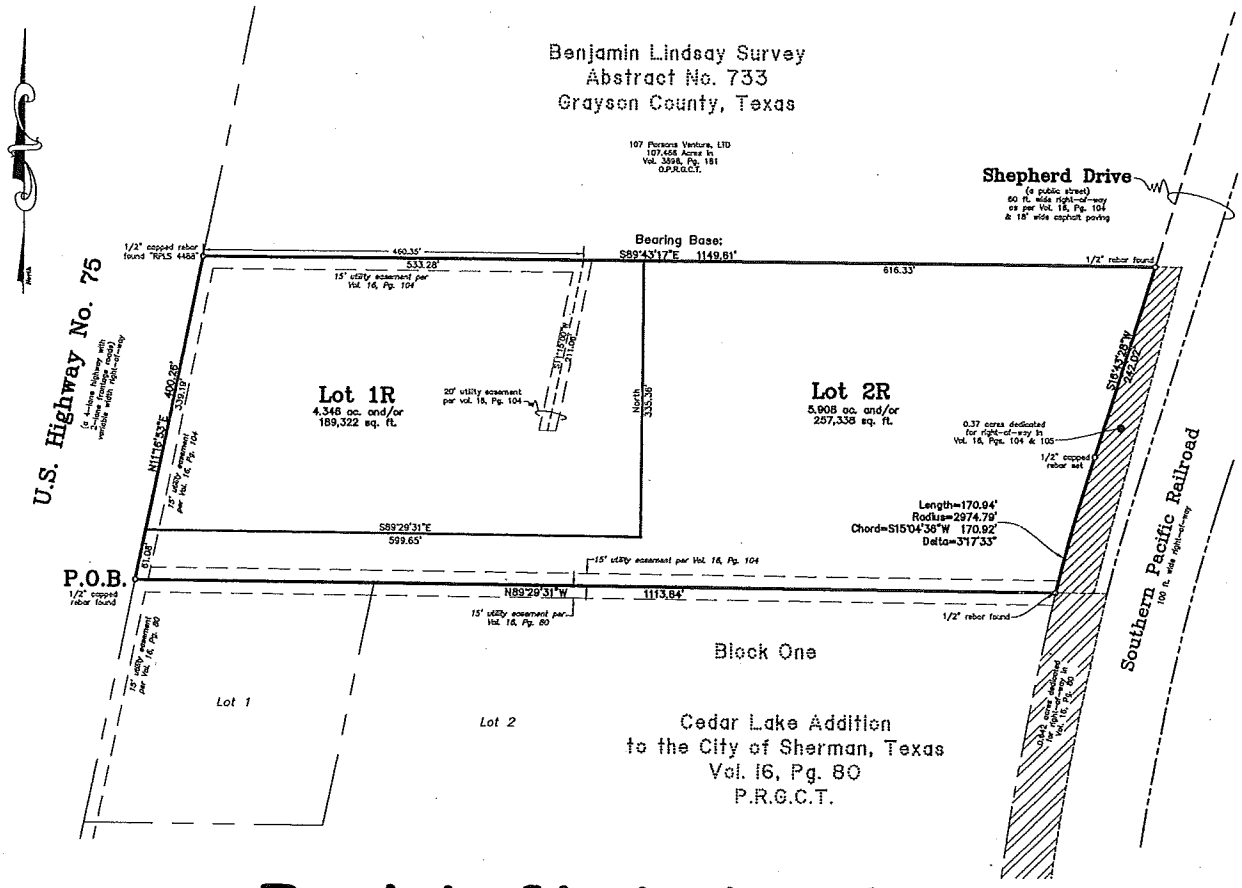
- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgr
- R-1 One Family Residential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

NOT TO SCALE

1 in = 400 ft

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



Replat of Lots 1 and 2, Davidson Addition to the City of Sherman, Texas

10.254 Acres

in the

Benjamin Lindsay Survey Abstract No. 733

General Notes:

1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by on-site sewage facility approved by Grayson County.
3. Electrical service is provided by Oncor Electrical Delivery Company.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0425 F, Revised Date: September 29, 2010.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

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

Owner
Angel Ridge Properties, LLC
P.O Box 338
Howe, Texas 75459

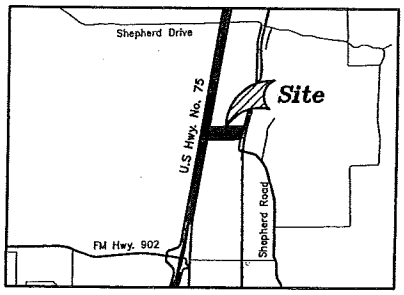
Job No. CGS340119

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

Site Location
(not to scale)



\Land Projects R2\Replat-Lots-1-and-2-Davidson-Addition\Civil 3D\8001-HWY-75-S.dwg Layout: Plat Plot Date Jan 23 19 Time: 2:11 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

February 11, 2019

Angel Ridge Properties, LLC
P.O. Box 338
Howe, TX 75459

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

Dear Applicants,

The request for approval of the Replat of Lots 1 and 2, Davidson Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 19, 2019 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 with $0.00 balance 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. Verify existing building setbacks will be maintained.
6. Private water easement from Lot 1R to Lot 2R required to be recorded and said easement shown on plat with recording information.
7. No City sewer is available to the property. On-site sewage facilities must be used or developer must extend sewer to the property.
8. Verify existing septic system is to remain on Lot 1.
9. Metes and bounds description must match drawing.
10. Privately owned and maintained detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
11. Access to Lot 2R from Shepherd Drive is prohibited unless authorized by the City of Sherman.
12. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
13. 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,

Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Billy Hartsfield, Fire Marshal
Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Steve Ayers, Asst. City Manager

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 12.

Meeting Date: 02/19/2019

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

Clay Mahone, Chairman
Eric Elliott, Vice Chairman
Shawn Davis, Commissioner
David Downtain, Commissioner
Trish Wood, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner

Requested Action/Proposed Use:

* **8001 SOUTH U.S. HIGHWAY 75**

The request of Angel Ridge Properties, LLC (Owners) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property located at 8001 South U.S. Highway 75, being 10.254 acres in the Benjamin Lindsay Survey, Abstract No. 733, as follows:

Planning and Zoning Commission

Replat approval of Lots 1 and 2, Davidson Addition.

Background:

The property is located at 8001 South U.S. Highway 75 between Shepherd Drive and FM 902. The property is zoned a C-1 (Retail Business) District and also located in the O-1 (75 & 82) Overlay District. The owners would like to replat the property into two lots for commercial development.

Adjacent Zoning:

M-1.5 (Medium Manufacturing) District

Origination:

Angel Ridge Properties, LLC (Owners)
Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:
Not required.

Objections Received:
0

Attachments

Location Map
Zoning Map
Replat Lots 1 & 2 Davidson Addition
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E.11.**

Meeting Date: 03/18/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS***

Replat Approval of Mildred Heights Addition, Block 5, Lots 1R and 2R, being part of Lot 1 and all of Lot 2, Block 5, Mildred Heights Addition, containing 0.334 acres in the C. Carter Survey, Abstract No. 229; John and Zaida Burdett and Tammy Reeder Salas AKA Tammy Ray, Owners; and Preston Trail Land Surveying, Inc., Surveyor (1318 North Luckett Street and 1322 East Tuck Street)

Issue:

To consider Replat Approval of Mildred Heights Addition, Block 5, Lots 1R and 2R, being part of Lot 1 and all of Lot 2, Block 5, Mildred Heights Addition, containing 0.334 acres in the C. Carter Survey, Abstract No. 229; John and Zaida Burdett and Tammy Reeder Salas AKA Tammy Ray, Owners; and Preston Trail Land Surveying, Inc., Surveyor; located at 1318 North Luckett Street and 1322 East Tuck Street

Background:

The property is located at 1318 North Luckett Street and 1322 East Tuck Street, the southwest corner of Luckett and Tuck Streets. The property is zoned an R-1 (One Family Residential) District and is also located in the College Park Overlay District. The owners are replatting the property to enlarge the lot on Tuck Street. There are existing structures on both lots; the structures on proposed Lot 1R required variances to be in compliance with current zoning regulations.

Origination:

John and Zaida Burdett and Tammy Reeder Salas AKA Tammy Ray (Owners)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 19, 2019 regular meeting, the Planning and 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 Mildred Heights Addition, Block 5, Lots 1R & 2R
Staff Review Letter
P&Z Communication

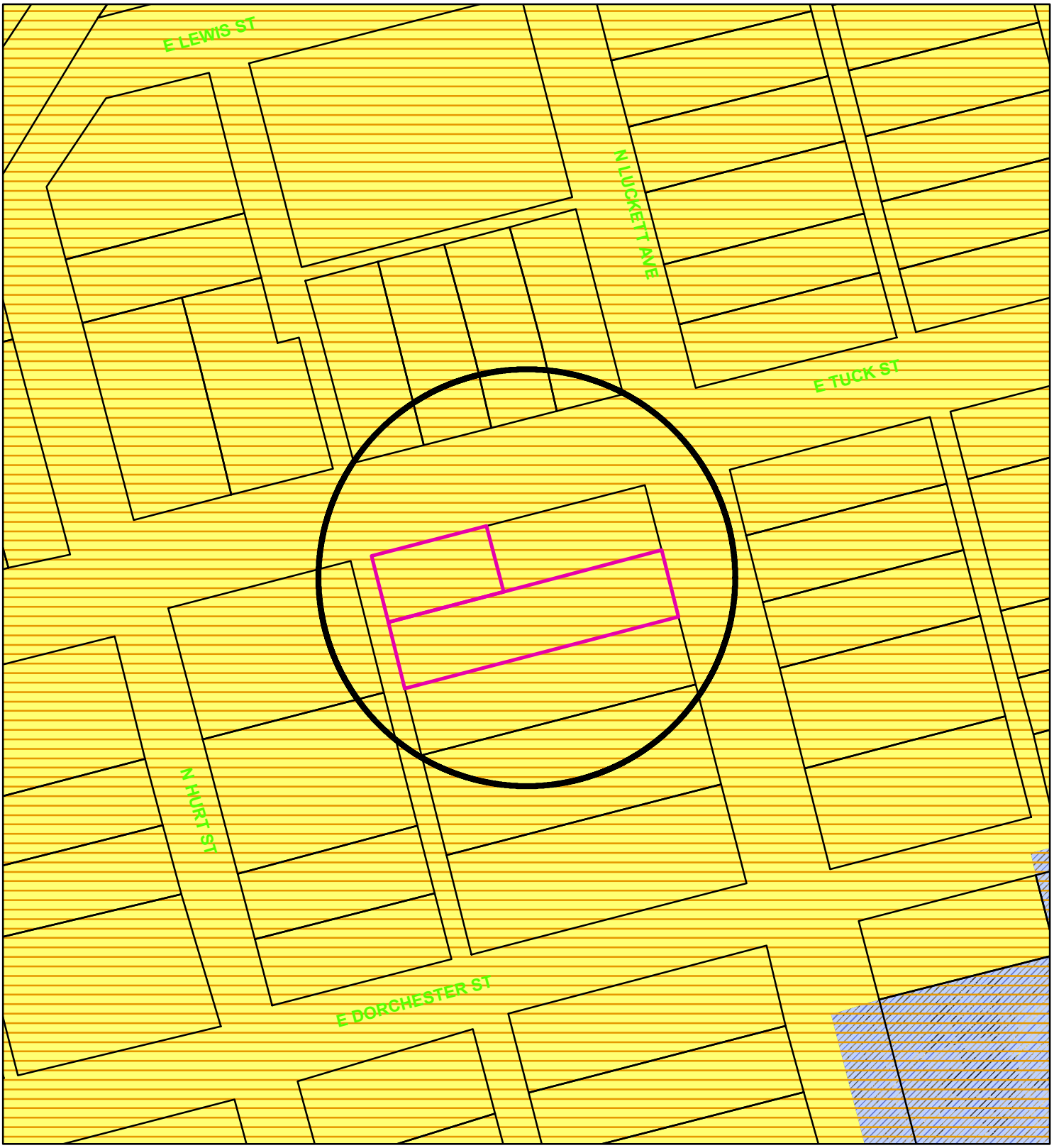
Sherman
CLASSIC TOWN. BROAD HORIZON.

1318 N. Luckett St. & 1322 E. Tuck St.

NOT TO SCALE

1 in = 200 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 1318 North Luckett St. & 1322 East Tuck St.

Legend

Special Districts Overlay

DISTRICT_NAME

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

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
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- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District

NOT TO SCALE

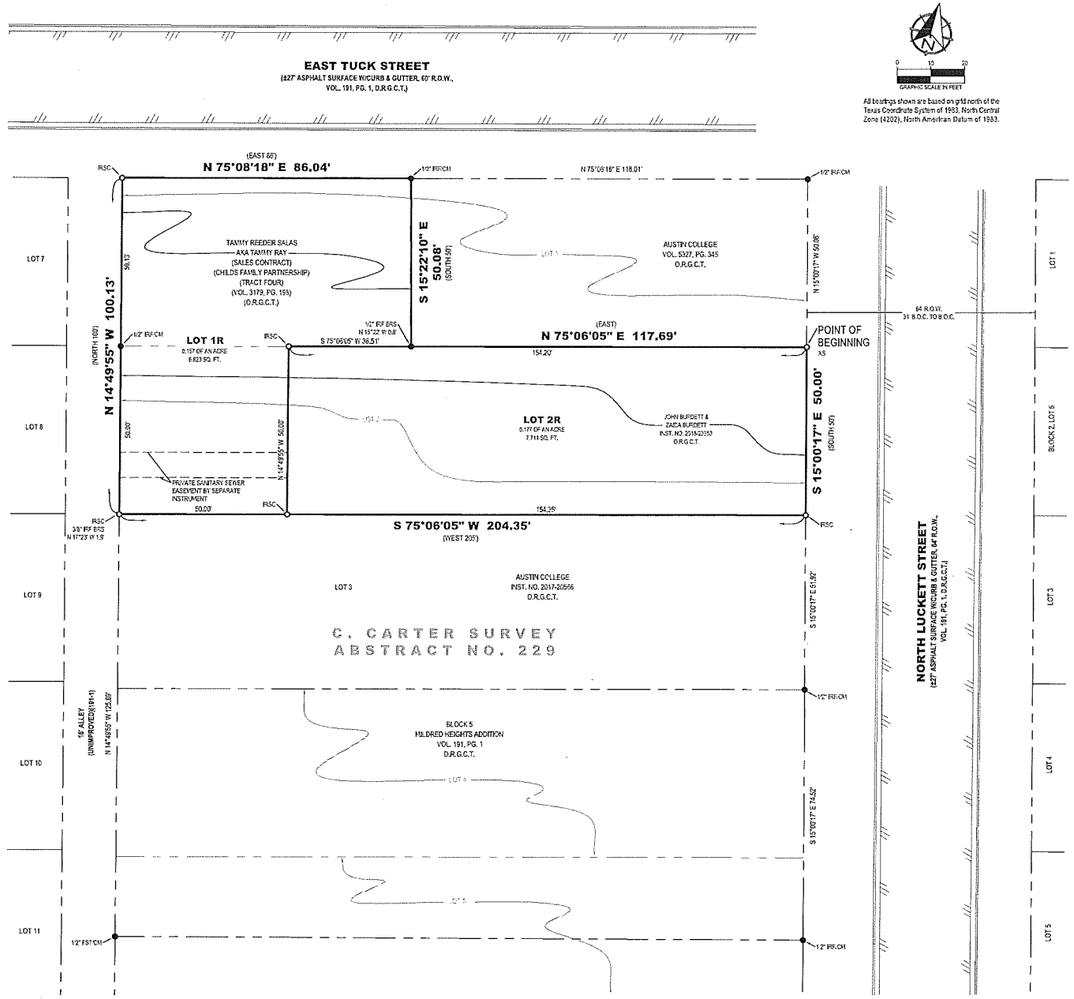
1 in = 100 ft

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

1322 East Tuck Street

1318 North Luckett Street



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 0250 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.

GENERAL NOTES:

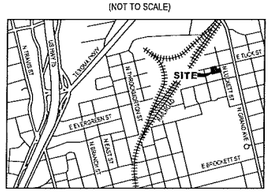
1. This survey was completed without the benefit of of a title commitment. Easements and/or other matters of record may affect the surveyed property. The Surveyor did not perform an Abstract of Title.

LEGEND

●	FOUND MONUMENT	D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
○	SET MONUMENT	O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET	INST. NO.	INSTRUMENT NO.
IRF	IRON ROD FOUND	R.O.W.	RIGHT-OF-WAY
FST	FOUND SQUARE TUBE	VOL., PG.	VOLUME, PAGE
XS	'X' SCRIBED IN CONCRETE SET	( )	DEED OR PLAT CALL
WFCP	WOOD FENCE CORNER POST		BOUNDARY LINE
BRS	BEARS		ADJOINER LINE
CM	CONTROLLING MONUMENT		ASPHALT

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

VICINITY MAP
(NOT TO SCALE)



OWNER:
Tammy Ray Salas
1322 East Tucker Street
Sherman, TX 75090

OWNER:
John Burdett
Zaida Burdett
48 Tipps Road
Whitesboro, TX 76273
Ph: 940-220-1992

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying
83493 N State Highway 289, Suite No. 5
Pottsboro, TX 75076
Ph: 903-786-6029

REPLAT OF MILDRED HEIGHTS ADDITION
BLOCK 5, LOTS 1R & 2R
0.334 OF AN ACRE
C. CARTER SURVEY, ABSTRACT NO. 229
Being PART OF LOT 1 & ALL OF LOT 2
IN BLOCK 5 OF MILDRED HEIGHTS ADDITION
City of Sherman, Grayson County, Texas

Preston Trail LAND SURVEYING
83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPLS Firm No. 10194175	Drawn by: BKH	Scale: 1"=20'	Project No. 18-0400.1
	Checked by: CRN	Date: 01/25/2019	Sheet No. 1 of 2

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS JOHN BURDETT, ZAIDA BURDETT & TAMMY RAY SALAS are the owners of all of that certain tract or parcel of land situated in the C. Carter Survey, Abstract No. 229, City of Sherman, Grayson County, Texas, and being part of Lot 1 and all of Lot 2 in Block 5 of Mildred Heights Addition, according to the Plat thereof recorded in Volume 191, Page 1, Deed Records of Grayson County, Texas, and being all of a tract of land described in the deed to John Burdett and Zaida Burdett, recorded in Instrument No. 2018-23352, Official Records of Grayson County, Texas, and all of a tract of land described as Tract Four in the deed to Childs Family Partnership, recorded in Volume 3179, Page 195, said Official Records, and being more particularly described as follows:

BEGINNING at an 'X' scribed in concrete set for the northeast corner of said Lot 2, common to the northeast corner of said Burdett Tract, and common to the southeast corner of Lot 1 in said Block 5, and common to the southeast corner of a tract of land described in the deed to Austin College, recorded in Volume 5327, Page 345, said Official Records, and on the westerly right-of-way line of North Luckett Street, and from which a 1/2-inch iron rod found for the northeast corner of said Block 5 bears North 15°00'17" West, a distance of 50.08 feet;

THENCE South 15°00'17" East, with the easterly line of said Lot 2, and with the easterly line of said Burdett Tract, and with the westerly right-of-way line of said North Luckett Street, a distance of 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" (hereinafter referred to as Capped Iron Rod) set for the southeast corner of said Lot 2, common to the southeast corner of said Burdett Tract, and common to the northeast corner of Lot 3 in said Block 5, and common to the northeast corner of a tract of land described in the deed to Austin College, recorded in Instrument No. 2017-20566, said Official Records;

THENCE South 75°06'05" West, with the southerly line of said Lot 2, and with the southerly line of said Burdett Tract, and with the northerly line of said Lot 3, and with the northerly line of said Austin College Tract (2017-20566), a distance of 204.35 feet to a Capped Iron Rod set for the southwest corner of said Lot 2, common to the southwest corner of said Burdett Tract, and common to the northwest corner of said Lot 3, and common to the northwest corner of said Austin College Tract (2017-20566), and on the easterly line of a 16-foot alley in said Block 5, and from which a found 3/8-inch iron rod bears North 17°23' West, a distance of 1.9 feet;

THENCE North 14°49'55" West, with the westerly line of said Lot 2, and with the westerly line of said Burdett Tract, and with the easterly line of said 16-foot alley, passing en route at a distance of 50.00 feet a 1/2-inch iron rod found for the northwest corner of said Lot 2, and continuing on said course, with the westerly line of aforesaid Lot 1, and with the westerly line of aforesaid Child Family Partnership Tract, a total distance of 100.13 feet to a Capped Iron Rod set for the northwest corner of Lot 1, common to the northwest corner of said Child Family Partnership Tract, and common to the intersection of the easterly line of said 16-foot alley and the southerly right-of-way line of East Tuck Street;

THENCE North 75°08'18" East, with the northerly line of said Lot 1, and with the northerly line of said Childs Family Partnership Tract, and with the southerly right-of-way line of said East Tuck Street, a distance of 86.04 feet to a 1/2-inch iron rod found for the northeast corner of said Childs Family Partnership, common to the northwest corner of aforesaid Austin College Tract (5327-345);

THENCE South 15°22'10" East, crossing said Lot 1, with the easterly line of said Childs Family Partnership Tract, and with the westerly line of said Austin College Tract (5327-345), a distance of 50.08 feet to the southeast corner of said Childs Family Partnership Tract, common to the southwest corner of said Austin College Tract (5327-345), and on the northerly line of aforesaid Lot 2, and on the northerly line of aforesaid Burdett Tract, and on the southerly line of said Lot 1, and from which a found 1/2-inch iron rod bears North 15°22' West, a distance of 0.8 feet;

THENCE North 75°06'05" East, with the northerly of said Lot 2, and with the northerly line of said Burdett Tract, and with the southerly line of said Lot 1, and with the southerly line of said Austin College Tract (5327-345), a distance of 117.69 feet to the POINT OF BEGINNING and enclosing 0.334 of an acre (14,537 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **JOHN BURDETT, ZAIDA BURDETT & TAMMY RAY SALAS**, do hereby adopt this plat designating the hereinbefore described property as **REPLAT OF MILDRED HEIGHTS ADDITION, BLOCK 5, LOTS 1R & 2R**, an Addition to the City of Sherman, Grayson County, Texas, and do 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: _____
John Burdett

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 John Burdett, 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

By: _____
Zaida Burdett

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 Zaida Burdett, 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

By: _____
Tammy Ray Salas

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 Tammy Ray Salas, Trustee, 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

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 **REPLAT OF MILDRED HEIGHTS ADDITION, BLOCK 5, LOTS 1R & 2R** 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

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

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

OWNER:
Tammy Ray Salas
1322 East Tucker Street
Sherman, TX 75090

OWNER:
John Burdett
Zaida Burdett
48 Tipps Road
Whitesboro, TX 76273
Ph: 940-220-1992

SURVEYOR:
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REPLAT OF MILDRED HEIGHTS ADDITION
BLOCK 5, LOTS 1R & 2R
0.334 OF AN ACRE
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Being PART OF LOT 1 & ALL OF LOT 2
IN BLOCK 5 OF MILDRED HEIGHTS ADDITION
City of Sherman, Grayson County, Texas

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www.prestontrailandsurveying.com
903-786-6029

TBPLS Firm No. 10194175	Drawn by: BKH	Scale: 1"=20'	Project No. 18-0400.1
	Checked by: CRN	Date: 01/25/2019	Sheet No. 2 of 2

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

February 11, 2019

Tammy Salas
1322 E. Tuck St.
Sherman, TX 75090

John & Zaida Burdett
48 Tipps Rd.
Whitesboro, TX 76273

Preston Trail Land Surveying
83493 N. State Hwy. 289, Ste. 5
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Replat of Mildred Heights Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 19, 2019 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 with $0.00 balance 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. The City of Sherman does not maintain alleys.
6. Private Sanitary Sewer Easement required from Lot 1R to Lot 2R be filed of record and shown on plat with recording information.
7. Correct owner information to read "Tuck Street."
8. 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.
9. 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,

Clint Philpott

Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Billy Hartsfield, Fire Marshal
Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Steve Ayers, Asst. City Manager

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 17.

Meeting Date: 02/19/2019

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

Clay Mahone, Chairman
Eric Elliott, Vice Chairman
Shawn Davis, Commissioner
David Downtain, Commissioner
Trish Wood, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner

Requested Action/Proposed Use:

1318 NORTH LUCKETT STREET & 1322 EAST TUCK STREET

The request of John & Zaida Burdett and Tammy Reeder Salas AKA Tammy Ray (Owners) and Preston Trail Land Surveying (Surveyor) concerning the property located at 1318 North Luckett Street and 1322 East Tuck Street, being part of Lot 1 and all of Lot 2, Block 5, Mildred Heights Addition, containing 0.334 acres in the C. Carter Survey, Abstract No. 229, as follows:

Board of Adjustments

- Variance under Ordinance No. 2280, Section 6.2, Subsection (1), being 0.177 acres in the C. Carter Survey, Abstract No. 229, also being Lot 2R of the proposed Replat of Mildred Heights Addition, Block 5, Lots 1R & 2R, to allow a 50' lot width in lieu of the required sixty (60) foot in an R-1 (One Family Residential) District.
- Variance under Ordinance No. 2280, Section 6.2, Subsection (1), being 0.157 acres in the C. Carter Survey, Abstract No. 229, also being Lot 1R of the proposed Replat of Mildred Heights Addition, Block 5, Lots 1R & 2R, to allow a 11' front yard setback in lieu of the required 25', a 5' side yard setback in lieu of the required 6.8' for an existing dwelling in an R-1 (One Family Residential) District.
- Variance under Ordinance No. 2280, Section 7, Subsection (1)(c)(1) and (1)(c)(2), being 0.157 acres in the C. Carter Survey, Abstract No. 229, also being Lot 1R of the proposed Replat of Mildred Heights Addition, Block 5, Lots 1R & 2R, to allow a 0.3' side yard setback in lieu of the required 5' and a 3.6' setback from the main structure for an existing storage building in lieu of the required 6' in an R-1 (One Family Residential) District.

Planning and Zoning Commission

Replat approval of Mildred Heights Addition, Block 5, Lots 1R and 2R.

Background:

The property is located at 1318 North Luckett Street and 1322 East Tuck Street, the southwest corner of Luckett and Tuck Streets. The property is zoned an R-1 (One Family Residential) District and also located in the College Park Overlay District. The owners are replatting the property to enlarge the lot on Tuck Street. There are existing structures on both lots, the structures on proposed Lot 1R requires variances to be compliant with current zoning regulations.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

John & Zaida Burdett and Tammy Reeder Salas AKA Tammy Ray (Owners)
Preston Trail Land Surveying (Surveyor)

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:

38

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat Mildred Heights Addition, Block 5, Lots 1R & 2R
Variances - Site Plan of Existing Structures
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E.12.**

Meeting Date: 03/18/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS***

Final Plat Approval of Holton Addition in the City of Sherman's Extra Territorial Jurisdiction, being 1.289 acres in the Winifred Bailey Survey, Abstract No. 66; Robert Ladd Holton, Owner; and Underwood Drafting and Surveying, Surveyor (1744 Ladd Road)

Issue:

To consider Final Plat Approval of Holton Addition in the City of Sherman's Extra Territorial Jurisdiction (ETJ), being 1.289 acres in the Winifred Bailey Survey, Abstract No. 66; Robert Ladd Holton, Owner; and Underwood Drafting and Surveying, Surveyor; located at 1744 Ladd Road

Background:

The property is located at 1744 Ladd Road in the City of Sherman's ETJ, the southwest corner of Ladd Road and Hog Skin Road in east Sherman. The owner would like to replat the property into one (1) lot for residential development.

Origination:

Robert Ladd Holton (Owner)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 19, 2019 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Final Plat - Holton Addition (ETJ)
Staff Review Letter
P&Z Communication

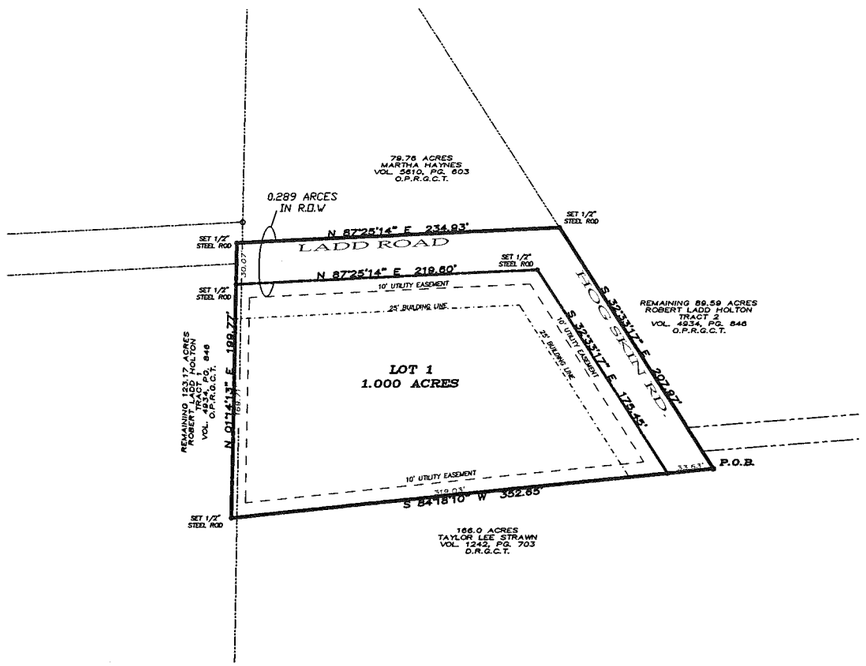
Sherman
CLASSIC TOWN. BROAD HORIZON.

1744 Ladd Road

NOT TO SCALE

1 in = 2,000 ft

City of Sherman, Texas
Developmental Services Department



~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

FINAL PLAT

HOLTON ADDITION

AN ADDITION TO THE CITY OF SHERMAN,
GRAYSON COUNTY, TEXAS
BEING 1.289 ACRES IN THE
WINIFRED BAILEY SURVEY, ABSTRACT NO. 66.

01-03-19

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

OWNERS/DEVELOPER
ROBERT LADD HOLTON
1744 LADD ROAD
SHERMAN, TX 75090

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Winifred Bailey Survey, Abstract No. 66, and being a part of a tract of land described as 89.59 acres conveyed to Robert Ladd Holton and part of a 123.17 acres conveyed to Robert Ladd Holton by deed recorded in Volume 4934, Page 846, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a found ½" steel rod in the north property line of a 166 acre tract of land conveyed to Taylor Lee Strawn, Recorded in Volume 1242, Page 703, Deed Records, Grayson County, Texas.

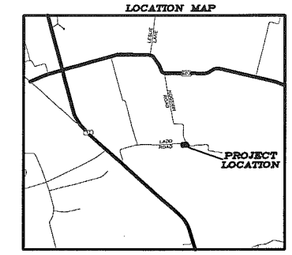
Thence South 84°18'10" West with the south line of said 89.59 acre tract of land passing a set ½" steel rod at 33.63 feet and continuing a total a distance of 352.65 feet to a set ½" steel rod;

Thence North 01°14'13" East over and across said 123.17 acre tract of land passing a set ½" steel rod at 189.71 feet and continuing a total distance of 199.77 feet to set ½" steel rod in the center of Ladd Road;

Thence North 87°25'14" East with the center of said Ladd road a distance of 234.93 feet to a set ½" steel rod;

Thence South 32°33'17" East along the east side of Hog Skin Road a distance of 207.97 feet to the Point of Beginning and containing 1.289 acres of land.

LOCATION MAP



(NOT TO SCALE)

ACCEPTANCE

Approved this _____ day of _____,2019, by the City Planning Commission to the City of Sherman, Texas.

_____ Chairman

_____ Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

_____ Mayor, City of Sherman, Texas

_____ Date

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, THE HOLTON ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the _____day of _____, 2019, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this_____day of _____ ,2019.

_____ Clerk, City of Sherman, Texas

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

_____ Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

_____ Date

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I,ROBERT LADD HOLTON do hereby adopt this plat designating the hereinabove property as the HOLTON ADDITION, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part of 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 _____,2019.

_____ ROBERT LADD HOLTON

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 ROBERT LADD HOLTON 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_____, 2019.

_____
Notary Public in and for
the State of Texas
Commission Expires:_____

~ GENERAL NOTES ~

1. Water Supply to be provided by Pink Hill Water Supply Co.
2. Sewer Service to be provided by onsite septic system, and will comply with the setback requirements set forth in the Texas Administrative code regulation onsite sewage facilities.
3. Electrical service is provided by GCEC.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
7. 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.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.

FINAL PLAT

HOLTON ADDITION

AN ADDITION TO THE CITY OF SHERMAN,
GRAYSON COUNTY, TEXAS
BEING 1.289 ACRES IN THE
WINIFRED BAILEY SURVEY, ABSTRACT NO. 66.

01-03-19

OWNERS/DEVELOPER
ROBERT LADD HOLTON
1744 LADD ROAD
SHERMAN, TX 75090

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

February 11, 2019

Robert Holton
1744 Ladd Rd.
Sherman, TX 75090

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

Dear Applicants,

The request for approval of the Final Plat of Holton Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 19, 2019 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 with $0.00 balance shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to Grayson County standards.
4. The width of the right-of-way and pavement for streets shall be shown on the plat.
5. Plat must show a minimum of three (3) found monuments.
6. Remove Building Line.
7. General Notes Items 6, 7, & 10 must reference Grayson County instead of City of Sherman.
8. 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.
9. 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,

Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Billy Hartsfield, Fire Marshal
Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Steve Ayers, Asst. City Manager

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 6.

Meeting Date: 02/19/2019

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

Clay Mahone, Chairman
Eric Elliott, Vice Chairman
Shawn Davis, Commissioner
David Downtain, Commissioner
Trish Wood, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner

Requested Action/Proposed Use:

* **1744 LADD ROAD (ETJ)**

The request of Robert Ladd Holton (Owners) and Underwood Drafting and Surveying (Surveyor) concerning the property located at 1744 Ladd Road in the City of Sherman's Extra Territorial Jurisdiction (ETJ), being 1.289 acres in the Winifred Bailey Survey, Abstract No. 66, as follows:

Planning and Zoning Commission

Final Plat approval of Holton Addition in the City of Sherman's Extra Territorial Jurisdiction.

Background:

The property is located at 1744 Ladd Road in the City of Sherman's extra territorial jurisdiction, the southwest corner of Ladd Road and Hog Skin Road in east Sherman. The owners would like to replat the property into one (1) lot for residential development.

Adjacent Zoning:

Outside City

Origination:

Robert Ladd Holton (Owners)
Underwood Drafting and Surveying (Surveyor)

Master Plan Designation:

Not a part of the Master Plan

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map
Final Plat - Holton Addition
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H.1.**

Meeting Date: 03/18/2019

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Library Board (1)

Issue:

Lisa Hebert's term on the Library Board expires on March 20, 2019. She is eligible and does wish to be reappointed. There are no other applications for service on this board.

Background:

The Library Board serves in an advisory capacity to the City Librarian, the City Manager and the City Council.

Origination:

The reappointment originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is the staff recommendation that Ms. Hebert be reappointed to the Library Board.

Alternatives:

The alternative is to delay a reappointment to the Board.

Attachments

Roster

Fact Sheet

Applicant List

Lisa Hebert Reappointment Letter

MEMBERSHIP ROSTER

LIBRARY BOARD

LENGTH OF TERMS: THREE YEARS
Term Limit: Three Consecutive Terms

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Lisa Hébert	4	A 3/20/2016	3/20/2019	1	Members are required to be residents of Sherman; have knowledge of Library Affairs and operations; and appreciate books.
Randy Hudson	4	A 4/7/2015 R 4/7/2018	4/7/2018 4/7/2021	1 2	
Laurie Mealy	1	A 1/19/2016 R 1/19/2019	1/19/2019 1/19/2022	1 2	
Nick Keating	4	A 1/8/2013 R 1/8/2016 R 1/8/2019	1/8/2016 1/8/2019 1/8/2022	1 2 3	
John West	1	A 1/8/2013 R 1/8/2016 R 1/8/2019	1/8/2016 1/8/2019 1/8/2022	1 2 3	
Ron Cassady	n/a	A 11/7/2017	11/7/2020	1	
Donna Nesbit	4	A 2/5/2019	2/5/2022	1	

NOTE:

CITY STAFF: Melissa Eason, Library Services Manager
Revised 2/7//2019

FACT SHEET

LIBRARY BOARD

Established by ORDINANCE 1736 – APRIL 14, 1948; REVISED ORDINANCE 4223 – OCTOBER 21, 1991; REVISED ORDINANCE 4367 – OCTOBER 3, 1994

1. **Number of Members: SEVEN**
2. **Term of Appointment: THREE YEARS**
3. **Consecutive Term Rule: THREE TERMS – ORDINANCE 4223 (10/21/91)**
4. **Qualifications for Membership: RESIDENTS OF SHERMAN; KNOWLEDGE OF LIBRARY AFFAIRS AND OPERATION; APPRECIATION OF BOOKS**
5. **Appointed by: MAYOR AND CITY COUNCIL**
6. **Board Organization**

CHAIRPERSON __E__ VICE CHAIRPERSON ____ SECRETARY _E_____

ELECTED _E__ APPOINTED ___

7. **Departmental Responsibility: DIRECTOR OF LIBRARY SERVICES**
8. **Meeting Date: NO RULE – AS SET BY BOARD BY-LAWS**
9. **Attendance Requirements: NO RULE – AS SET BY BOARD BY-LAWS**

==========

PURPOSE:
Shall serve in an advisory capacity with the City Librarian, the City Manager and the City Council.

RESPONSIBILITIES:
Said Board shall have no authority to bind the City of Sherman to any contract or interfere in any manner with City operations of Library Services.

APPLICANT LIST

Library Board **Positions Vacant 2**

Applicant	Address	District	Qualifications
Lisa Hébert	902 Cormorant	4	Current Member; Wishes to be Reappointed

COMMENTS:

Sherman
CLASSIC TOWN. BROAD HORIZON.

City Clerk's Office

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

February 25, 2019

RECEIVED
MAR 2019
In the
CITY CLERK'S
OFFICE

Lisa Hébert
902 Cormorant
Sherman, Texas 75092

RE: Library Board

Dear Ms. Hébert:

Your term on the Library Board expires on March 20, 2019. 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: Melissa Eason, Library Services Administrator

X I do wish to be considered for reappointment to this board

____ I do not wish to be considered for reappointment to this board

Lisa Hébert
Signature

3-6-19
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H.2.**

Meeting Date: 03/18/2019

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 (3)

Issue:

The terms of Sherry Little, Amanda Phillips, and David Gunn on the Main Street Advisory Board expire on March 31, 2019. All are eligible and do wish to be reappointed. There are no applications for service on this Board. There is also one vacancy on the Main Street Advisory Board.

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 reappointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is the staff recommendation that the Citiy Council reappoint Sherry Little, Amanda Phillips, and David Gunn to the Main Street Advisory Board.

Alternatives:

The alternative is to delay reappointments to the Board.

Attachments

Roster
Fact Sheet
Applicant List
Sherry Little Reappointment Letter
Amanda Phillips Reappointment Letter
David Gunn Reappointment Letter

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	A 3/22/2016 R 3/31/2017	3/31/2017 3/31/2019	1 2	
Vacant			3/31/2020		
Amanda Phillips	1	U 12/5/2017	3/31/2019	1	
Verna Gilbert-Morneau	4	A 3/22/2016 R 3/31/2018	3/31/2018 3/31/2020	1 2	
David Gunn	n/a	A 3/31/2017	3/31/2019	1	
Nancy Sims	4	A 3/31/2018	3/31/2020	1	
Lindsey Manley	1	A 9/5/2018	9/5/2020	1	
Diana Salas	n/a	A 9/5/2018	9/5/2020	1	
Courtney Mitchell	1	A 9/5/2018	9/5/2020	1	
Bill Mory	n/a	A 9/5/2018	9/5/2020	1	
Ex-Officio Members					
Daron Holland					Council Member
Karen Tooley					DSP&R President

Ex-Officio Members: City Council Member
Downtown Sherman Preservation & Revitalization President

Chair:
Vice Chair:

Resolution 6063, approved Sept. 4, 2018
Increased membership from 6 to 10

CITY STAFF:
Revised 10/10/2018

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 3**

Applicant	Address	District	Qualifications
Sherry Little	203 Eastwood Terrance, Denison	n/a	Current Member – Wishes to be Reappointed
Amanda Phillips	1424 N. Lockhart	1	Current Member – Wishes to be Reappointed
David Gunn	12 Carter Court Allen	n/a	Current Member – Wishes to be Reappointed

COMMENTS:

Sherman
CLASSIC TOWN. BROAD HORIZON.

City Clerk's Office

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

MAR 2019

March 4, 2019

Sherry Little
203 Eastwood Terrace
Denison, Texas 75020

RE: Main Street Advisory Board

Dear Ms. Little:

Your term on the Main Street Advisory Board expires on March 31, 2019. 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: Steve Ayers, Director of Public Services
Sarah McRae, Tourism/Main Street Manager

✓ I do wish to be considered for reappointment to this board

____ I do not wish to be considered for reappointment to this board

Sherry L Little
Signature

March 7, 2019
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

Sherman
CLASSIC TOWN. BROAD HORIZON.

City Clerk's Office

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

March 4, 2019

Amanda Phillips
1424 N. Lockhart
Sherman, Texas 75092

RE: Main Street Advisory Board

Dear Ms. Phillips:

Your term on the Main Street Advisory Board expires on March 31, 2019. 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: Steve Ayers, Director of Public Services
Sarah McRae, Tourism/Main Street Manager

X I do wish to be considered for reappointment to this board

____ I do not wish to be considered for reappointment to this board

Amanda Phillips
Signature

3-6-19
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

Sherman
CLASSIC TOWN. BROAD HORIZON.

City Clerk's Office

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

RECEIVED
MAR 2019
In the
CITY CLERK'S
OFFICE

March 4, 2019

David Gunn
12 Carter Court
Allen, Texas 75002

RE: Main Street Advisory Board

Dear Mr. Gunn:

Your term on the Main Street Advisory Board expires on March 31, 2019. 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: Steve Ayers, Director of Public Services
Sarah McRae, Tourism/Main Street Manager

✓ I do wish to be considered for reappointment to this board

____ I do not wish to be considered for reappointment to this board

Signature

3-7-19
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H.3.**

Meeting Date: 03/18/2019

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:

Amanda Phillips' term on the Parks and Recreation Advisory Board expires on March 21, 2019. She is eligible and does wish to be reappointed. Christopher "Drew" Thorpe and Rajendra Wagle have applied for service on the Board.

Background:

The Parks and Recreation Advisory Board advises the City Council on long-range planning and the implementation of programs and activities conducted by the Parks and Recreation Department.

Origination:

The reappointment originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

The staff recommends that Amanda Phillips be reappointed to the Parks and Recreation Advisory Board.

Alternatives:

The alternative is to delay a reappointment to the Board.

Attachments

Roster
Fact Sheet
Applicant List
Amanda Phillips Reappointment Letter
Christopher Drew Thorpe Application
Raendra Wright Application

MEMBERSHIP ROSTER

PARKS & RECREATION BOARD **LENGTH OF TERMS: TWO YEARS**
Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Brian Jones	1	A 5/19/2015 R 5/19/2017	5/19/2017 5/19/2019	1 2	
Amanda Phillips	1	A 3/21/2017	3/21/2019	1	
Brantley Blackburn	n/a	A 5/8/2018	5/8/2020	1	
Shane Martin	4	A 5/8/2018	5/8/2020	1	
Michael Kelly	1	A 12/19/2017	12/19/2019	1	
Michael Waitt	1	A 11/17/2015 R 11/17/2017	11/17/2017 11/17/2019	1 2	
Ben Crouse	1	A 11/17/2015 R 11/17/2017	11/17/2017 11/17/2019	1 2	

NOTE:

Chair:
Vice Chair:

CITY STAFF: Theresa Hutchinson, Parks and Recreation Manager
Revised 5/8/2018

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	Current Member; Wishes to be Reappointed
Christopher "Drew" Thorpe	2102 Meadows	1	Remax Signature Properties
Rajendra Wagle	910 Cormorant	4	Reggis Liquor

COMMENTS:

Sherman
CLASSIC TOWN. BROAD HORIZON.

City Clerk's Office

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

February 25, 2019

Amanda Phillips
1424 N. Lockhart
Sherman, Texas 75092

RE: Parks and Recreation Advisory Board

Dear Ms. Phillips:

Your term on the Parks and Recreation Advisory Board expires on March 21, 2019. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Theresa Hutchinson, Parks and Recreation Manager

X I do wish to be considered for reappointment to this board

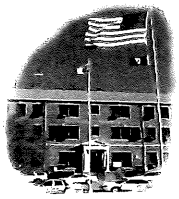
____ I do not wish to be considered for reappointment to this board

Amanda Phillips
Signature

3-6-19
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

DigiSign Verified: 2AE17155-8CBB-4C30-8372-9CE33EA8015E



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

RECEIVED
APR 2018
In the
CITY CLERK'S
OFFICE

Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: **Christopher "Drew" Thorpe**

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: **Parks & Rec**

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: **2102 Meadows Sherman Tx 75092**

Mailing Address:

Telephone: **903-821-8566** Fax:

E-Mail: **drewthor22@yahoo.com**

Sherman Resident for **7** years County: **Grayson**

Drivers License No.: **21994549**

Voter Registration No.:

Occupational Information

Business Name: **Remax Signature Properties**

Occupation: **Realtor**

Address: **140 W Lamberth Sherman Tx**

Telephone: Fax:

E-Mail:

Which Council District do you live in? *(see attached map)* **1** ✓

Prior work experience: *(please include dates)*

KUNT Radio 88.1 2013-2015
Sports Radio 1310 The Ticket Promo Staff 2014-2016
Realtor at Remax Signature Properties 2016 - present

Educational Achievement:

High School Graduate? ☐ Yes ☐ No Year Graduated/Left School?

Business College, Correspondence School, Adult Education, Other?

Name of College/University: **Texas Tech University** ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*

Helped raise $250,000 at Norm-a-thon Dec 26th 2015

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☑ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - No

DigiSign Verified: 2AE17155-8CBB-4C30-8372-9CE33EA8015E

Are you presently serving on a City board or commission? ☐ Yes ☑ No

If so, which one? _____

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?

I want to become a Parks and Rec board member to help enhance the quality of the leisure life of all current Sherman residents through parks and recreation programs and services. As Sherman continues to grow I would like to have a voice as we help maintain and provide new and current county residents with wide a variety of recreational opportunities.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) **I believe it would be a good idea to put a basketball court at fairview park. It is one of the best and busiest parks Sherman has to offer. This would add another element to the wide range of activities it has to offer.**

2) **There are many mountain bike groups that have to travel south towards Grapevine and even Dallas to ride a trail with multiple levels. One of my passions is mountain biking and I ride Binkley Park's track quite a bit. With the right vision a well developed trail has great potential to create something unique for our community.**

3) **Being a movie lover and seeing how movies are a great way to bring a variety of people together it would be great to see more movie event opportunities. By showing monthly new and/or classic movies in the park or at the Splash, neighbors who might not have met before could get to know each other an would have something to talk about.**

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Videographer, Degrees in Marketing, Radio, Tv, and Film

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☑ Yes ☐ No

Comments: **Amanda Phillips is who I spoke with.**

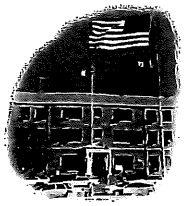
Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Drew Thorpe *Date:* 04-23-2018

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

RECEIVED
OCT 2018
In the
CITY CLERK'S
OFFICE

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: RAJENDRA WAGLE
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Park & Recreation Board / Planning & Zoning Board / Keep Sherman Beautiful

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: 910 CORMORANT DR Sherm. TX 75092	Business Name: Leggs Liquor
Mailing Address: 910 CORMORANT DR " "	Occupation: owner / Manager
Telephone: 903-815-1373 Fax:	Address: 2916 N. US Hwy 75 Ste #100
E-Mail: rajewlag@gmail.com	Telephone: 903-815-1373 Fax:
Sherman Resident for 9 years County: Grayson	E-Mail: rajewlag@gmail.com
Drivers License No.: 33713883	
Voter Registration No.: 2000854568 ✓	

Which Council District do you live in? *(see attached map)* Dist. 4 ✓

Prior work experience: *(please include dates)*
Small Business owner, One million cups sherman organizer,

Educational Achievement:

High School Graduate? ☐ Yes ☐ No Year Graduated/Left School?
Business College, Correspondence School, Adult Education, Other?
Name of College/University: Population studies / Demography, Tribhuvan University Nepal ☐ Bachelor's ☒ Master's ☐ PhD

Volunteer Work: *(please include dates)*
One million Cups Sherman organizer since 04/01/2018

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 - None

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)*?

Want to make Good place to live in.
& attractive

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) preservation of originality

2) Environmenty friendly without destroying the Existing Structure

3) Make Attractive development.

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

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:* 10/17/2018

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting
Meeting Date: 03/18/2019
Prepared By: Pamela Cloer, Assistant to the City Manager
Approved By: Robby Hefton, City Manager

Caption:
COUNCIL CALENDAR

Attachments

2019 Council Calendar

2019

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

FEBRUARY						
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MARCH						
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31						

APRIL						
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28	29	30				

MAY						
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JUNE						
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JULY						
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28	29	30	31			

AUGUST						
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SEPTEMBER						
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29	30					

OCTOBER						
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20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER						
S	M	T	W	T	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER						
S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

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