

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MARCH 7, 2016
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER TAMMY JOHNSON**
- A. 3. INVOCATION BY COUNCIL MEMBER TAMMY JOHNSON**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 15, 2016**

Public Hearing

- B. 1. PUBLIC HEARING**
Proposed Addendum to an Agreement with Panda Sherman Power, LLC for the Abatement of Ad Valorem Property Taxes for Improvements within Industrial Reinvestment Zone, Number 072009-2, City of Sherman, Texas
- B. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5931**
Extending the Corporate Limits of Said City so as to Annex Approximately 274 Acres of Land Near Friendship Road and State Highway 56, Adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; Providing for a Municipal Service Plan
- B. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5932**
Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled "General Zoning Ordinance", at Section 8, entitled "Administration and Enforcement; Building Permits, Certificates of Zoning Compliance, Temporary Use Permits, and Specific Use Permits", Subsection 4, entitled "Temporary Use Permits", to Delete in its Entirety Paragraph (4.1), entitled "Mobile Food Vendor"
- B. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5933**
Amending Chapter 6 of the Code of Ordinances, entitled "Health and Sanitation", at Article 6.02, entitled "Food Establishments", Section 6.02.001, entitled "Adoption of State Food Establishment Rules; Definitions", and Providing for a New Section 6.02.008 to be entitled "Additional Requirements for Mobile Food Units (MFU)"

- B. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5934**
Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled "General Zoning Ordinance", at Section 8, Subsection (5)(A), Amending the Requirements for a Specific Use Permit
- B. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5935**
Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled "General Zoning Ordinance", at Section 6, Subsection 6.4, entitled "C-1 (Retail Business) District"
- B. 7. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5936**
Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled "General Zoning Ordinance", at Section 6, Subsection 6.5, entitled "C-2 (General Commercial) District"
- B. 8. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5937**
Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled "General Zoning Ordinance", at Section 6, Subsection 6.6, entitled "M-1 (Light Manufacturing) District"
- B. 9. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5938**
Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled "General Zoning Ordinance", at Section 6, Subsection 6.8.1, entitled "O-1.1 (F.M. Highway 1417) Overlay District"
- B. 10. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5939**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Auto Upholstery Shop in a C-2 (General Commercial) District at 3710 Texoma Parkway, being a Part of Lot 3, Block 1, Redick Addition, containing 0.42 acres (Rigoberto Rivas, Owner; and Rivas General Upholstery, Tenant); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- B. 11. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5940**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 2007 North Travis Street, being 1.393 acres in the J.B. McAnair Survey, Abstract No. 763 (Barry L. and Jessie Burton, Owners; and Michael Clark, Winkelmann & Associates, Inc., Engineer/Surveyor)
- B. 12. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5941**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 2021 North Travis Street, being 1.623 acres in the J.B. McAnair Survey, Abstract No. 763 (Russell Spears, Owner; and Michael Clark, Winkelmann & Associates, Inc., Engineer/Surveyor)

Close Public Hearing and Consider Adoption of Ordinances

- B. 13. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers: 5931, 5932, 5933, 5934, 5935, 5936, 5937, 5938, 5939, 5940 and 5941

B. 14. 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. 6060

Authorizing Execution of an Addendum to an Agreement with Panda Sherman Power, LLC for the Abatement of Ad Valorem Property Taxes within Industrial Reinvestment Zone No. 072009-2, City of Sherman, Texas

C. 2. RESOLUTION NO. 6061

Authorizing Execution of an Economic Development Program Agreement with Panda Sherman Power, LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code

C. 3. RESOLUTION NO. 6062

Authorizing Execution of an Agreement with Jesus Prado under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 213 South Travis Street

C. 4. RESOLUTION NO. 6063

Creating a Main Street Advisory Committee; Providing for Its Membership and Terms of Office; Allowing Its Organization and Structure

C. 5. * RESOLUTION NO. 6064

Authorizing the Purchase of a LEEBOY 8500C Asphalt Paving Machine for the Street Maintenance Department from ROMCO Equipment Co. through the Texas Local Government Purchasing Cooperative (BuyBoard)

Other Business

D. 1. OTHER BUSINESS

Accept Annual Audit Report for Year Ended September 30, 2015 from Adami, Lindsey and Company, L.L.P.

D. 2. OTHER BUSINESS

Discuss and Consider Approval of the Budget Calendar for Fiscal Year (FY) 2016-2017

D. 3. * OTHER BUSINESS

Consider Request of the 2016 Earth Day Planning Committee to Temporarily Close Certain Streets for the "8th Annual Earth Day Festival" on Saturday, April 23, 2016

D. 4. * *OTHER BUSINESS*

Final Plat Approval of Palabra De Fe De Sherman Addition, being Part of a Replat of Blocks 5 and 6 of C.J. Keliehor's First Addition, being 11.14 acres in the Charles Carter Survey, Abstract No. 229, including Blocks 5 and 6 of C.J. Keliehor's First Addition; First Pentecostal Church, AKA Faith Church of Sherman, Owner; and Sartin and Associates, Inc., Surveyor (601 and 603 North Harrison Avenue)

E. CITIZEN REQUESTS

F. MEDIA QUESTIONS

Consider Board/Commission Appointments

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

- (a) Keep Sherman Beautiful Commission (1)

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

- (a) Library Board (1)

H. COUNCIL COMMENTS

Executive Session

I. 1. EXECUTIVE SESSION

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

Section 551.071(1) Consultation with City Attorney concerning Pending or Contemplated Litigation:

- (a) Receive the City Attorney's Briefing on Pending or Contemplated Litigation

Section 551.071(2) (a) Consultation with 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:

- (1) Consult with the City Attorney Regarding Legal Issues with Ordinance Revisions

Section 551.087 Deliberation Regarding Economic Development Negotiations:

- (a) Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect

The Council reconvenes into General Session

J. 1. OPEN MEETING

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

K. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on March 3, 2016 at 5:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 3rd day of March, 2016
City of Sherman, Texas

City Clerk

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

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

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

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

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

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT LINDA ASHBY AT (903) 892-7204,

TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor

David Plyler

Deputy Mayor

Jason Sofey

Council Members

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

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

Lawrence Davis, Council – District #1

Terrence R. Steele, Council – District #2

Tom Watt, Council – District #3

Tammy Johnson, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. 4.

Meeting Date: 03/07/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 15, 2016

Attachments

February 15, 2016

Tom Reed Letter

Kenneth Meyers Letter

February 15, 2016

MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR JASON SOFEY. COUNCIL MEMBERS COUCH, DAVIS, JOHNSON, STEELE, WATT.

CALL TO ORDER

CALL TO ORDER

APPROVE MINUTES

PUBLIC HEARING

ANNEXATION FRIENDSHIP ROAD

Tom Reed, 4501 W. Houston

He said they are opposed to the annexation without receiving some compensation from the City. The company also operates a classic car dealership, Classic Car Liquidators, at the location and paid over \$21,000 in property taxes and over \$8,000 in special inventory taxes in 2015.

Mr. Reed asked what additional taxes they would be responsible for if the property is annexed and when they could expect to receive water and sewer utility services from the City. He also requested that they receive a tax abatement until such time as the utility services are provided.

In addition, Mr. Reed also requested that their existing buildings and improvements be grandfathered into the City in their existing condition and location. Including but not limited by this grandfather clause would be, the appearance, as-built code and fire protection standards, and any zoning ordinances that would apply such as setback dimensions, building heights, and drainage patterns.

Robby Hefton, City Manager, confirmed that Mr. Reed had not spoken to any City staff member about his concerns. He said Mr. Reed's questions could be answered and he suggested that the staff contact him directly to address his questions at his earliest convenience.

Aubrey Page, 5207 W. Meadowridge Road

Mr. Page said it was inevitable that the area would develop and as the annexation is considered he expressed his concern about the additional cars on the road, many of which would use Friendship Road.

He said Friendship Road is in terrible condition. The section from Setting Suns Estates, heading north to Hwy 56, is both narrow and has "dips" in it. There is also a small hill and drivers are unable to see vehicles coming toward them, and this is dangerous.

Mr. Page asked that, as the City considers annexation of the property, they should also consider some serious road work on the half mile section from Hwy 56, heading south.

He said he has spoken with Clay Barnett, Director of Public Works and Engineering, and the plan is to chip seal the road. Mr. Page said the road is narrow and dangerous, and has serious dips, and chip sealing the road would not be enough. He asked the City Council to address this issue if they continue with the annexation and take this area into the City.

Kenneth Meyers, Meyers Industrial Park

Mr. Meyers is the owner of Meyers Industrial Park, located at Friendship Road and Hwy 56. He is opposed to the annexation of this property and asked about the scheduled timetable for City services.

Mr. Meyers also asked what items would be "grandfathered in" due to new regulations that have been put in force since the construction of the buildings in his Industrial Park. He did not want his buildings to be required to have sprinkler systems and other things that are now required. Currently City water is not available inside the Industrial Park.

He asked if it was necessary, that it would be done at City expense. He asked that a meter for each building be supplied and paid for by the City, and that mains and fire hydrants be supplied for each of the buildings. Due to the increase in City vehicles, he asked that the City accept

responsibility for maintenance of the three streets in the Industrial Park. Mr. Meyers also asked that zoning exceptions be made for all present tenants and like future tenants.

No other citizens appeared before the City Council to discuss the annexation of approximately 274 acres of land, near Friendship Road and SH 56.

Mayor Plyler said the staff will contact those that spoke with the information they are requesting. He said the Council will consider the annexation at the March 7, 2016 Council Meeting.

The Public Hearing was closed.

CONSENT AGENDA

The Council reviewed the Consent Agenda. Chris Cornett, representing Morrison Supply, asked to remove Item C-2, entitled "Resolution 6059 – Awarding a Bid to and Authorizing Execution of a Contract with Ferguson Waterworks for an Annual Supply of Water and Sewer Maintenance Supplies and Parts" from the Consent Agenda, for consideration in its regular order of business.

Council Member Steele moved to approve the Consent Agenda, with the exception of Item C-2, which will be discussed in its regular order of business. Second by Council Member Davis. All present voted AYE.

RESOLUTIONS

RESOLUTION NO. 6058 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO UPDATE THE CITY OF SHERMAN'S SUBDIVISION ORDINANCE, FLOODPLAIN ORDINANCE AND ENGINEERING DESIGN STANDARDS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO UPDATE THE CITY OF SHERMAN'S SUBDIVISION ORDINANCE, FLOODPLAIN ORDINANCE AND ENGINEERING DESIGN STANDARDS.

Mr. Barnett said the 2009 Comprehensive Master Plan identified updating the Subdivision and Zoning Ordinances as the number one goal. The staff has been working on the Zoning Ordinances for the past year. This is the first step to updating the Subdivision Ordinances, Floodplain Ordinances, and Development Standards. The project was budgeted as a Capital Improvement Project last Spring.

Council Member Watt asked if the staff anticipated any major changes in the Floodplain Ordinance. Mr. Barnett said there might be some minor changes, but probably not any major changes. He said most of the changes are outlined in the 2009 Comprehensive Master Plan.

CONSENT AGENDA

**RES 6058
UPDATE SUBDIVISION
ORD, FLOODPLAIN
ORD & ENGINEERING
DESIGN STANDARDS**

ACTION TAKEN.

Motion by Council Member Steele to approve Resolution No. 6058, as presented. Second by Deputy Mayor Sofey.
VOTING AYE: Couch, Davis, Johnson, Sofey, Steele, Watt.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 6059 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH FERGUSON WATERWORKS FOR AN ANNUAL SUPPLY OF WATER AND SEWER MAINTENANCE SUPPLIES AND PARTS

**RES 6059
WATER &
MAINTENANCE
SUPPLIES & PARTS**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH FERGUSON WATERWORKS FOR AN ANNUAL SUPPLY OF WATER AND SEWER MAINTENANCE SUPPLIES AND PARTS.

Chris Cornett, Morrison Supply, asked to remove Item C-2 from the Consent Agenda for consideration in its regular order of business.

Mr. Cornett said Morrison Supply has been the City's primary supplier since 2012 on the annual contract for water and sewer maintenance supplies and parts. The contract for consideration is for Ferguson Waterworks.

In November 2015, Mr. Cornett said he contacted several City staff members about the renewal of the annual contract. Morrison Supply wanted to renew the contract and continue it as it was. All of their suppliers except one, were willing to renew the annual contract. Romax Supply was asking for a marginal 6% increase on their materials.

Mr. Cornett said they understood that the contract would be extended until March 2016, with renewals taken in February 2016. He said Morrison Supply did not receive any invitation to bid or notice of the bid. He added that the bid was advertised on proper channels through the City.

He said, had the City decided to accept Morrison Supply's renewal, with the 6% increase, based on Ferguson's "to be awarded" number, they would have saved the City over \$100,000. This would include the 6% increase and any additions that have been made to the annual contract.

Mr. Cornett asked that the bid from Ferguson Waterworks, be rejected and be put back out for secondary bids. Morrison Supply will continue to honor the numbers that are in place through the end of March 2016.

Mayor Plyler verified that the City's request for bids went out in accordance with State requirements and Morrison Supply didn't submit a bid at the appropriate time. Mr. Cornett said

that was correct, because they were unaware of when it was supposed to bid.

Mr. Hefton said many times, the contracts are annual contracts with automatic renewals. Generally it is done at the same time each year, either the end of the fourth quarter or the first quarter of the calendar year.

He said the City has the authority, by law, to reject any bids, but he expressed his concern about what that might “open up.” Mr. Cornett said even so, there was only one bidder, and if they had known about the bid, Morrison Supply would have entered with a “strong” number. He also felt it was in the City’s best interest to rebid the contract.

Council Member Watt confirmed that the City did what they were supposed to do when putting out the bids. Mr. Cornett said the only thing was that Morrison Supply did not receive the standard invitation for bid. He admitted that no invitations were sent out.

Mr. Hefton said State law requires that the request for bids be advertised publicly, and that was done. They did not receive a letter or mailing telling them bids were being taken or sending them a bid packet. Mary Lawrence, Director of Finance, confirmed that no letters were sent to anyone, and Mr. Hefton added that all vendors were treated the same.

Mayor Plyler said the problem is that the low numbers are public knowledge and it’s not fair to the first bidder to rebid the contract.

Council Member Couch said his company “lives and dies” by the annual contract renewals, but Mr. Cornett has acknowledged his company’s oversight. Timing is everything and the City did their part. He did not recommend rebidding the contract.

Council Member Sofey said his business was also handled through bidding and he did not feel it was fair to rebid the contract. He added that he was upset that Morrison Supply didn’t bid to give the City an opportunity to save some money. However, if the City went through the proper channels, then they have done everything they can do.

Mr. Hefton said there may be some other opportunities with some of the major water and sewer pipeline projects that are planned, that may be done outside this contract. He said the City has received good service from Morrison Supply in the past.

Council Member Davis asked who the City staff contact was that’s responsible for the bids or for buying the materials. Mr. Hefton said the utility crews are involved in the day-to-

day repairs and would informally advise by “word of mouth.” The Finance Department actually puts out and receives the bids.

ACTION TAKEN.

Motion by Deputy Mayor Sofey to approve Resolution No. 6059, as presented. Second by Council Member Davis.

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

VOTING NAY: None.

MOTION CARRIED.

REQUEST TO ADVERTISE

CONCESSION STAND(S) FOR THE CITY OF SHERMAN'S PARK SYSTEM

The City Council approved the request to advertise for concession stands for the City's park system. The City provides concessions through an outside vendor within various parks to coincide with the organized youth and adult activities.

CONSENT AGENDA.

**REQ TO ADVERTISE
CONCESSION STANDS**

OTHER BUSINESS

**SETTING THE PUBLIC HEARING ON A PROPOSED
ADDENDUM TO AN AGREEMENT WITH PANDA SHERMAN
POWER, LLC FOR THE ABATEMENT OF AD VALOREM
PROPERTY TAXES FOR IMPROVEMENTS WITHIN
INDUSTRIAL REINVESTMENT ZONE, NUMBER 072009-2,
CITY OF SHERMAN, TEXAS**

**PANDA SHERMAN
POWER ADDENDUM
TO PROPERTY TAX
ABATEMENT**

Mr. Hefton said this is the first step in a two step process to offer some assistance to Panda Sherman Power, LLC, for some economic incentives. The staff is proposing to modify the tax abatement agreement slightly for one year. Panda has seen the economic effect of a really mild summer of 2015; a really mild winter of 2015-2016; and low natural gas prices, which fuels the price of electricity.

He said Panda is a huge economic driver for the City of Sherman, and by far the largest property taxpayer, by a factor of about four. He felt like the incentives were “the right thing to do.”

Mr. Hefton said the item is to set the public hearing in March for final action on the proposed abatement.

ACTION TAKEN.

Motion by Council Member Johnson to approve a proposed addendum to an agreement with Panda Sherman Power, LLC for the abatement of ad valorem property taxes, as presented. Second by Council Member Watt.

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

VOTING NAY: None.

MOTION CARRIED.

**CONSIDER REQUEST OF LAKESHORE OPERATING, LLC
FOR A REDUCTION IN THEIR OIL WELL PERFORMANCE
BOND**

Brandon Shelby, City Attorney, explained that Lakeshore Operating, LLC, has purchased five oil wells from an existing company, one of which is in the City limits of Sherman. These wells are already in operation and Lakeshore Operating is asking the City to reduce their required performance bond.

**LAKESHORE
OPERATING REQUEST
FOR AN OIL WELL
PERFORMANCE BOND
REDUCTION**

The City has an Ordinance that allows the bond to be reduced once a well goes into operation. This well is already in operation and it makes sense to reduce their bond as well.

Council Member Davis verified that the bond only applies to the well that is located in Sherman, which is located in the area of the Sherman Municipal Airport.

ACTION TAKEN.

Motion by Council Member Davis to approve the request of Lakeshore Operating, LLC for a reduction in their oil well performance bond, as presented. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

**FINAL PLAT APPROVAL OF RIDGEVIEW COURT ESTATES,
BEING 19.568 ACRES IN THE WILLIAM THOMPSON
SURVEY, ABSTRACT NO. 1210; S&P TEXOMA REAL
ESTATES, LLC, OWNERS; TEAGUE, NALL & PERKINS,
ENGINEERS; AND UNDERWOOD DRAFTING AND
SURVEYING, SURVEYOR (100-400 BLOCKS OF RIDGEVIEW
ROAD)**

**APPROVE FINAL PLAT
RIDGEVIEW COURT
ESTATES
(100-400 BLOCKS OF
RIDGEVIEW ROAD)**

Scott Shadden, Director of Development Services, said the owners are proposing to plat 12 lots at the Ridgeview Court Estates.

ACTION TAKEN.

Motion by Council Member Watt to approve the Final Plat of Ridgeview Court Estates, located in the 100 to 400 blocks of Ridgeview Road, as presented. Second by Council Member Couch.

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

VOTING NAY: None.

ABSTAIN: Sofey.

MOTION CARRIED.

**FINAL PLAT APPROVAL OF THE PLEASANT HOME
ADDITION IN THE CITY OF SHERMAN'S EXTRA
TERRITORIAL JURISDICTION, BEING 17.241 ACRES IN THE
LEONARD REED SURVEY, ABSTRACT NO. 1029; JOHN AND
DELLA SKERKIS, OWNERS; AND UNDERWOOD DRAFTING**

**APPROVE FINAL PLAT
PLEASANT HOME
ADDITION
(747 PLEASANT
HOME ROAD)**

AND SURVEYING, SURVEYOR (747 PLEASANT HOME ROAD)

The City Council approved the Final Plat of the Pleasant Home Addition in the City's Extra Territorial Jurisdiction. The 17.241 acre parcel is located at 747 Pleasant Home Road, off of South Friendship Road. The owners would like to plat the property into two lots.

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

REPLAT APPROVAL OF LOT 2, BLOCK 1, HELEN PERKINS ADDITION, BEING LOT 2, BLOCK 1, HELEN PERKINS ADDITION, CONTAINING 6.33 ACRES; ALCOHOLIC SERVICES OF TEXOMA, INC., OWNERS; AND HELVEY AND ASSOCIATES, INC., SURVEYOR (2407 TEXOMA PARKWAY AND 1515 BAKER DRIVE)

The City Council approved the Replat of Lot 2, Block 1, of the Helen Perkins Addition, which consists of 6.33 acres, and is located at 2407 Texoma Parkway and 1515 Baker Drive. The owner would like to replat the property into three lots for commercial development.

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

SPECIAL CONSIDERATION TO ORDINANCE NO. 2684, SECTION 12 (F) TO NOT REQUIRE SIDEWALKS IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT, BEING LOTS 3-1 THRU 3-5, BLOCK 1, REPLAT OF LOTS 3 & 4, PARK PLAZA ADDITION; TCV APTS LLC, OWNER; AND JOE GILBERT, REPRESENTATIVE (1918, 1922, 1926, 1930 AND 1934 CREEKSIDE AVENUE)

The City Council approved the request for special consideration to Ordinance No. 2684, to not require sidewalks in an R-1, One Family Residential District, in the Park Plaza Addition. The variance would apply to 1918, 1922, 1926, 1930 and 1934 Creekside Avenue. There are currently no sidewalks on the development to the north.

The Planning and Zoning Commission recommended approval of the variance to not require sidewalks at the specified addresses.
CONSENT AGENDA.

CITIZENS REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

STREET REPAIRS NEEDED ON WILLOW STREET

Council Member Watt said northbound on Willow Street, as you approach Pecan Street, it is very rough to drive over.

APPROVE REPLAT
HELEN PERKINS
ADDITION
(2407 TEXOMA PKWY
& 1515 BAKER DR)

VARIANCE TO NOT
REQUIRE SIDEWALKS
IN PARK PLAZA
ADDITION
(1918, 1922, 1926, 1930
& 1934 CREEKSIDE
AVE)

CITIZENS REQUESTS

MEDIA QUESTIONS

STREET REPAIRS ON
WILLOW STREET

FIELDER PARK RENOVATIONS

Council Member Watt said many families have been out at Fielder Park and he said the renovations for that park were a great project. It has really paid off.

**FIELDER PARK
RENOVATIONS**

EARLY VOTING

Council Member Johnson said Early Voting starts tomorrow and she encouraged all citizens to vote.

EARLY VOTING

ANNOUNCEMENTS

Mayor Plyler announced the following:

- The Sherman Public Library is conducting a survey of citizen's attitudes, concerns, and ideas, regarding the Library's future. Log on to the City's website, take the survey, and let your voice be heard.
- The Sherman High School Band Boosters will host the Second Annual Band on the Run 5K and Fun Run on March 5, 2016, with a rain date of March 12, 2016.
- Keep Sherman Beautiful Commission will host the Annual Trash-Off event on April 9, 2016. Volunteers are encouraged to pick up trash around Sherman Town Center.
- Downtown Sherman Preservation & Revitalization will host Craft the Night Away on April 16, 2016.

ANNOUNCEMENTS

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

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

EXECUTIVE SESSION

SECTION 551.071

CONSULTATION WITH CITY
ATTORNEY CONCERNING
PENDING OR CONTEMPLATED
LITIGATION:
RECEIVE THE CITY ATTORNEY'S
BRIEFING ON PENDING OR
CONTEMPLATED LITIGATION

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

COUNCIL MINUTES – FEBRUARY 15, 2016

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:29 p.m.

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

OPEN MEETING

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

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:01 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

Hughlan Property Holdings, LLC

February 15, 2016

4501 W. Houston St.
Sherman, TX 75092
(903) 891-0000
admin@classiccarliquidators.com

Ms. Lisa Whitfield
Engineering & Development Coordination Manager
City of Sherman Engineering Dept., 220 W. Mulberry, Sherman, TX 75090

Dear Ms. Whitfield,

We received the registered mail notification, dated January 20, 2016, regarding the intent by the City of Sherman to annex approximately 275 acres along State Highway 56, also known as West Houston Street. We own property within the intended annexation zone totaling 10.257 acres in three separate properties (R122715, R122716 & R572982), which includes existing buildings, improvements and some raw land.

We wish to voice our opposition to having these properties in question annexed without receiving compensation of some type from the city. We currently operate a classic car dealership, Classic Car Liquidators, at this location and for 2015 paid over \$21,000 in property taxes and more than \$8,000 in special inventory taxes.

Our current taxes are paid towards the Sherman School district, Grayson County, Grayson College and the Choctaw Watershed. If our property were to be annexed, we wish to know what additional taxes we would be responsible for, if we can expect to receive water and sewer utility services from the city and when those utility services would be brought to us. In addition, we would like to request an tax abatement from the city until such time as the utility services are provided.

In addition to the utility services and tax abatement requested above, we also request that our existing buildings and improvements be grandfathered into the city in their existing condition and location(s), including but not limited by this grandfather clause would be the appearance, as-built code & fire protection standards, and any zoning ordinances that would apply such as setback dimensions, building heights and drainage patterns.

Thank you for allowing me to address the proposed annexation and please feel free to contact me if you have any questions. My cell number is 940-453-5712.

Sincerely,



Tom Reed

Managing Partner - Hughlan Property Holdings, LLC

Meyers Industrial Park
P.O. Box 909
Sherman, TX 75091-0909
(903) 821-1215

February 15, 2016

Sherman City Council
Sherman, TX 75090

Re.: Annexation of approximately 275 acres
Near Friendship Road & State Highway 56

Dear City Council;

In the matter of the proposed annexation of the property known as Meyers Industrial Park I would be interested in knowing the services and schedule/timetable of these services being offered. It would be presumptuous for me to assume that present buildings and situations would be "grandfathered" due to new regulations now in force. I would not want my buildings to have to have sprinkler systems installed and if that would be necessary that it would be done at your expense. The same for water meters to be supplied by the city at their expense and water mains/fire hydrants to be supplied at city expense for each building. Due to the increase of city vehicles I would want the city to accept the responsibility of maintenance to the three streets involved in the industrial park. Zoning would be made such that all present tenants and like future tenants would be acceptable. Thank you for your attention to these details.

Sincerely,

Kenneth R. Meyers



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 03/07/2016

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

PUBLIC HEARING

Proposed Addendum to an Agreement with Panda Sherman Power, LLC for the Abatement of Ad Valorem Property Taxes for Improvements within Industrial Reinvestment Zone, Number 072009-2, City of Sherman, Texas

Issue:

Holding a public hearing, as required by state law, on a proposed addendum to a property tax abatement agreement between the City of Sherman and Panda Sherman Power, LLC (Panda)

Background:

At the July 20, 2009 meeting, the City Council created Industrial Reinvestment Zone No. 072009-2; and, at the August 3, 2009 meeting, the City Council approved a Tax Abatement Agreement for Panda Sherman Power, LLC to provide incentives for the development and construction of an approximately 750 megawatt natural gas fired, combined cycle, electric generation facility, along with other possible improvements, within this Industrial Reinvestment Zone. The agreement provided for a minimum taxable value of at least \$75 million during the term of the agreement. The current taxable value before abatement is about \$380 million. While employment at the plant is 20-30 jobs, the level of capital investment makes Panda the largest taxpayer within the city limits by a large margin.

The original agreement granted a ten-year abatement with abatement percentages beginning at 64% in year one and ending with 46% in year ten. Panda has agreed to adjust the percentage for year three (which is Fiscal Year 2017 for the City) from 60% to 40% in exchange for a Chapter 380 economic development agreement that would provide a cash grant in the current year of \$275,000.

Approval of this addendum to the Tax Abatement Agreement with Panda Sherman Power, LLP is scheduled for later at this Council meeting.

Origination:

Panda Sherman Power, LLC, Applicant
Sherman's Tax Reinvestment Committee

Financial Consideration:

The expected impact of this agreement modification is increased revenue of about \$275,000.

Staff Recommendation:

It is recommended that the City Council hold a public hearing for the proposed addendum to Panda's tax abatement agreement.

Alternatives:

The City Council could deny the addendum to the tax abatement agreement.

Attachments

Resolution No. 6060

Proposed Addendum to Panda Tax Abatement Agreement

RESOLUTION NO. 6060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ADDENDUM TO AN AGREEMENT WITH PANDA SHERMAN POWER, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES WITHIN INDUSTRIAL REINVESTMENT ZONE NO. 072009-2, CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, at the August 3, 2009 meeting, the City Council of the City of Sherman, Texas, held a public hearing and approved Resolution No. 5393 and a Tax Abatement Agreement between the City of Sherman and Panda Sherman Power, LLC (“Panda”); and

WHEREAS, Panda has requested the agreement be amended to provide an additional incentive for one of the years where taxes are abated;

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

SECTION 1. That the Mayor be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Panda Sherman Power, LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an addendum to the agreement with Panda Sherman Power, LLC for the abatement of ad valorem property taxes for a period of ten (10) years, for the continued operation and maintenance of an approximately 750 megawatt natural gas fired, combined cycle, electric generation facility, along with other possible improvements, within Industrial Reinvestment Zone, Number 072009-2, City of Sherman, Texas, in the same or substantially same form as the contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

**ADDENDUM
TO
TAX ABATEMENT AGREEMENT BETWEEN CITY OF SHERMAN, TEXAS
AND PANDA SHERMAN POWER, LLC**

**THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §**

THIS ADDENDUM is entered into between the City of Sherman, Texas, a home rule city and municipal corporation of Grayson County, Texas (“City”), duly acting herein by and through its Mayor, and Panda Sherman Power, LLC, a Delaware limited liability company (“Panda”), acting by and through its authorized officers, as amended to witness the following:

WHEREAS, the parties entered into a Tax Abatement Agreement that was approved by the Sherman City Council on August 3, 2009, in Resolution No. 5393 (hereinafter “Contract”), and is incorporated herein by reference; and

WHEREAS, the parties hereto wish to amend that Contract to properly reflect the intent of the parties;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, warranties and representations herein, the parties hereto agree to amend certain portions of certain paragraphs and exhibits as follows:

I.

By their representative signatures below, in accordance with Section XVII of the Contract, the parties wish to replace Section VI. A. of the Contract with the following:

A. Annual Rates of Abatement – The following shall be the annual rates of abatement for each Qualified Facility and the business personal property located therein or otherwise on the Premises:

Year	Percentage of City Property Taxes Abated
1	64%
2	62%
3	60% 40%
4	58%
5	56%

Year	Percentage of City Property Taxes Abated
6	54%
7	52%
8	50%
9	48%
10	46%

IN WITNESS WHEREOF, the parties have executed this Addendum to stated Contract by signing below. The effective date of this Addendum shall be the date of execution by the Mayor or his designee.

CITY OF SHERMAN, TEXAS

By: _____
David Plyler, Mayor

ATTEST:

By: _____
Linda Ashby, City Clerk

**APPROVED AS TO FORM
AND CONTENT:**

By: _____
Brandon Shelby, City Attorney

**PANDA SHERMAN POWER, LLC,
a Delaware Limited Liability Company**

**By: _____
Ralph Killian, Senior Vice President**

MAYOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §
CITY OF SHERMAN §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared David Plyler, Mayor of the City of Sherman, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Sherman, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution of the City Council for the City of Sherman and that he executed the same as the act of the said City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 2016.

Notary Public in and for the State of Texas

(Typed/Printed Name of Notary)

My Commission Expires:

PANDA’S ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ralph T. Killian, Senior Vice President of Panda Sherman Power, LLC, a Delaware limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as a duly authorized officer of such corporation, and as the act and deed of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 2016.

Notary Public in and for the State of Texas

(Typed/Printed Name of Notary)

My Commission Expires:



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 2.

Meeting Date: 03/07/2016

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5931

Extending the Corporate Limits of Said City so as to Annex Approximately 274 Acres of Land Near Friendship Road and State Highway 56, 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 approximately 274 acres of land near Friendship Road and State Highway 56, 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 January 18th meeting, the City Council approved the schedule for annexation of this property, which set public hearings for the February 1st and February 15th regular Council meetings and for this March 7th regular Council meeting. The first and second public hearings were held on February 1st and 15th as scheduled, with public comments received from residents and/or property owners within the annexation area, Mr. Tom Reed, Mr. Aubrey Page and Mr. Ken Meyers.

Origination:

City Council

Financial Consideration:

The additional property taxes raised from this annexation are estimated at about \$17,000 annually, which approximates the estimated costs associated with providing general 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 property.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 5931

Exhibit "A" - Municipal Service Plan

Annexation Schedule

Exhibit "B" - Field Notes

Exhibit "C" - Location Map

ORDINANCE NO. 5931

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX APPROXIMATELY 274 ACRES OF LAND NEAR FRIENDSHIP ROAD AND STATE HIGHWAY 56, 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 "B" and shown in Exhibit "C".

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 "A" 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 _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

EXHIBIT "A"

**City of Sherman
Municipal Service Plan
SH 56 / Friendship Rd.**

INTRODUCTION:

The annexation is the site of approximately 29 properties along State Highway 56 and Friendship Rd. 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 City of Sherman. Any future streets or improvements will be developed by the standard provisions of the Developer's Ordinance with future maintenance by the City of Sherman. 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-A on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

WATER SERVICE: Upon completion of the annexation, the City of Sherman will perform the following water utility improvements:

- Extend a water main in according to existing City policy along State Highway 56.
- Install fire hydrants in accordance with City of Sherman Subdivision Ordinance requirements and Sherman Fire Department practices.

The City of Sherman will develop a plan to extend a water main north along Friendship Rd.

SEWER SERVICE: All properties within the annexation area are served by individual and privately owned septic systems. Therefore, the City of Sherman will not provide sewer services to this area.

ANNEXATION SCHEDULING PLAN

Annexation of Approximately 274 Acres of Land Near Friendship Road and State Highway 56

- Wednesday, January 20, 2016.....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, January 21, 2016..... 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, January 28, 2016..... Post notice of 1st Public Hearing under the Open Meetings Act.
- Monday, February 1, 2016..... City Council's 1st Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
- Thursday, February 4, 2016 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, February 11, 2016..... Post notice of 2nd Public Hearing under the Open Meetings Act.
- Monday, February 15, 2016..... City Council's 2nd Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
- Thursday, March 3, 2016..... 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 7, 2016..... 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.



DRAFTING & SURVEYING, INC.

PARCEL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, the Jason Stamps Survey, Abstract No. 1115, the Pleasant Thompson Survey, Abstract No. 1208, the Elijah N. Deaver Survey, Abstract No. 358, the Joseph Deaver Survey, Abstract No. 359, and the Fielding Bacon Survey, Abstract No. 119, and being more particularly described as follows:

Beginning at a point for the most Southerly Southwest corner of the herein described parcel in the West line of a public road locally known as Friendship Road running along the West line of the said Stamps Survey and East line of the said Thompson Survey (Survey line in center of road), said point being in the extended South line corner of the same tract of land described as 30 acres and referred to as First Tract in 1/2 interest conveyance from James Michael Hicks and Joe Graham Hicks to Joseph Edwin Canon by deed dated August 13, 2004, recorded in Volume 3717, Page 886, Official Public Records, Grayson County, Texas;

Thence North with said West line of Friendship Road to a point for corner in the South right-of-way line of State Highway No. 56;

Thence Southwesterly with said South right-of-way line of Highway No. 56 to a point for corner at the intersection of said South right-of-way line with the extended East line of a public road to the North locally known as Case Road;

Thence Northerly, passing the North right-of-way line of said Highway and East of the Southwest corner of the same tract of land described as 51.497 acres conveyed by Bell 56 Partners, L.P. to Phase II Investments, LP by deed dated August 7, 2006, recorded in Volume 4097, Page 871, said Official Public Records and continuing along said East line of Case Road to a point for corner at the intersection of said East line of Case Road with the South line of an East-West public road locally known as Elliot Road, the centerline of said Elliot Road being the North line of the said Elijah Deaver Survey and South line of the Joseph Deaver Survey;

Thence Easterly with said South line of Elliot Road to the intersection of said South line of Elliot Road with the said West line of Friendship Road;

Thence Northerly with said West line of Friendship Road to the extended North line from the East of the same tract of land described as 12.879 acres conveyed by Linda Sue Simpson to Eufrazio Aleman, Jr. By deed dated October 30, 2002, recorded in Volume 3340, Page 927, said Official Public Records;

Thence Easterly passing the West line of the said Bacon Survey and continuing over and across said Bacon Survey to the Northeast corner of the same tract of land described as 2.758 acres and referred to as Tract Two and the Southeast corner of the same tract of land described as 4.39 acres and referred to as Tract One as conveyed by Wedgewood Capital Management, LLC to Classic Car Liquidators, LLC by deed dated January 14, 2013, recorded in Volume 5238, Page 174, said Official Public Records, in the West line of the same tract of land described as 6.75 acres and referred to as Tract One as conveyed by Ina Miller et al to Ellis Truck & Auto, Inc. by deed dated August 1, 2008, recorded in Volume 4523, Page 334, said Official Public Records;

Thence Northerly to the Northwest corner of the same tract of land described as 2.278 acres and referred to as Tract Two in said Volume 4523, Page 334, also being the Southwest corner of Longhorn Estates addition to the City of Sherman as shown by plat of record in Volume 11, Page 8, Plat Records, Grayson County, Texas;

Thence Easterly with the South line of said Longhorn Estates to the Northeast corner of the same tract of land described as 21.1161 acres and referred to as Tract Three in said Volume 4523, Page 334 and the Northwest corner of the same tract of land described as 15.50 acres conveyed by J. H. G. Corporation, Inc. to Herman D. Irvin et ux by deed dated February 20, 1996, recorded in Volume 2447, Page 675, said Official Public Records;

Thence Southerly with the East line of said Tract Three and West line of the said Irvin tract to an angle point;

Thence Southeasterly, passing the most Easterly Southeast corner of said Tract Three and the Northeast corner of the same tract or land described as 1.607 acres conveyed by J. H. G. Corporation to said Herman D. Irvin et ux by deed dated September 7, 1983, recorded in Volume 1667, Page 506, Deed Records, Grayson County, Texas, and continuing, passing Southeast corner of the said 1.607 acre tract and the Southwest corner of the said 15.50 acre tract in the said centerline of Highway No. 56 and continuing to the said South right-of-way line of Highway No. 56;

Thence Southwesterly with said South right-of-way line of Highway 56 to the Northwest corner of the same tract of land described as 129.70 x 156.66 feet conveyed by Jimmy Dale Jackson et ux to Jorge Adalberto Conzalez and Ivonne Nair Martinez by deed dated August 27, 2010, recorded in Volume 4851, Page 186, said Official Public Records, also being a Northeasterly corner of the same tract of land described as 33.367 acres conveyed by George W. Meyers to Kenneth R. Meyers by deed dated January 7, 1999, recorded in Volume 2740, Page 559, said Official Public Records;

Thence Southerly to the Southwest corner of the said 129.70 x 156.66 feet tract and an inside "L" corner to the said Meyers tract;

Thence Easterly to the Southeast corner of the said 129.70 x 156.66 feet tract and an outside "L" corner to the said Meyers tract in the West line of the same tract of land described as 1.00 acre conveyed by Randy Stowers to Juan Francisco Interiano et ux by deed dated July 20, 2007, recorded in Volume 4291, Page 662, said Official Public Records;

Thence Southerly to the Southwest corner of the said Interiano tract and an inside "L" corner to the said Meyers tract;

Thence Easterly to the Southeast corner of the said Interiano tract and an inside "L" corner to the said Myers tract;

Thence Northerly with the East line of the said Interiano tract and a West line of the said Meyers tract to a point for corner at the extended South line from the East of the same tract of land described as 1.50 acres conveyed by Kight Family Limited Partnership #1 to Melenie Barajas by deed dated December 7, 2012, recorded in Volume 5514, Page 636, said Official Public Records;

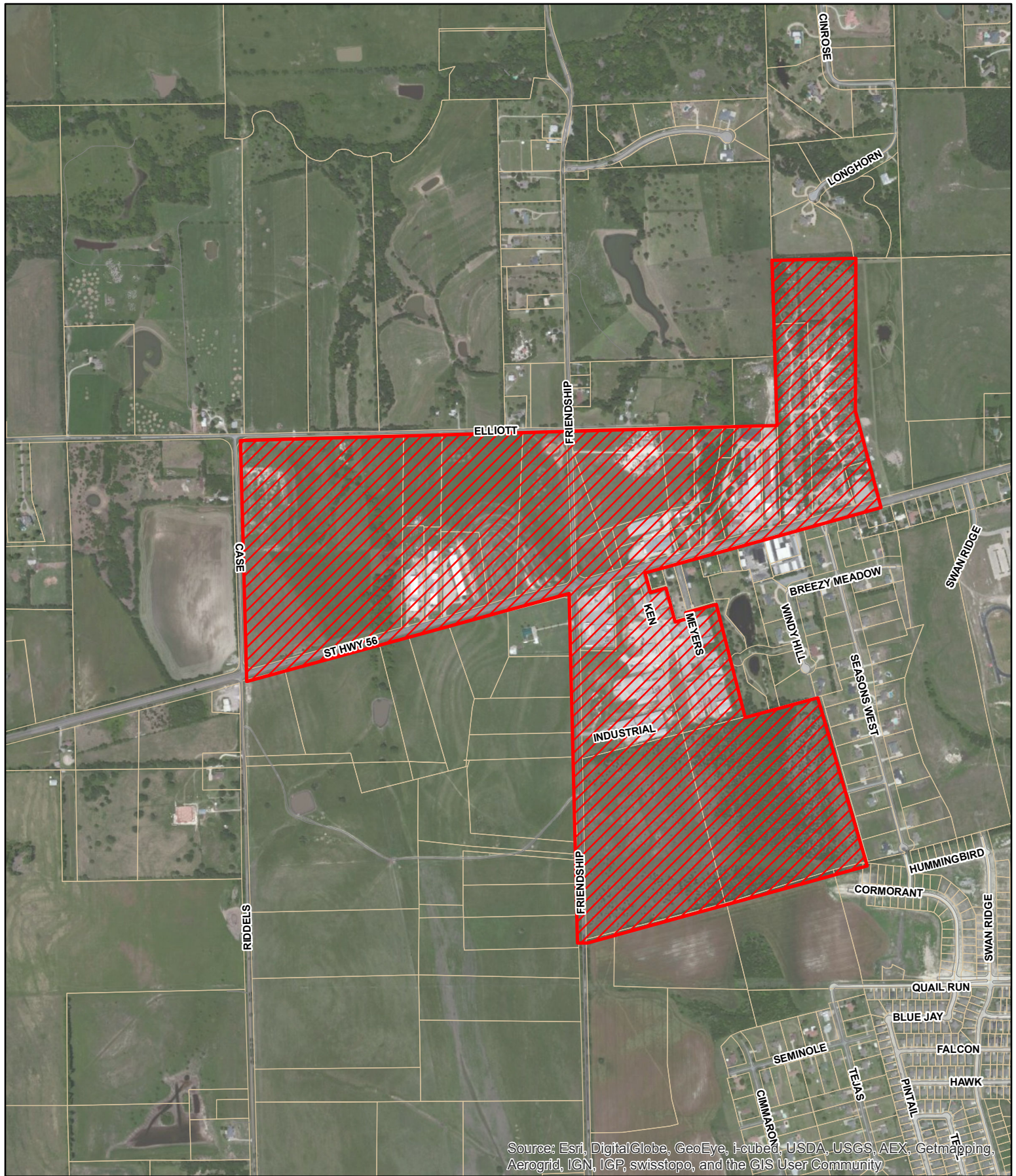
Thence Easterly passing the Southwest corner of the said Barajas tract and an inside "L" corner to the said Meyers tract on the East side of a 50 foot wide strip and continuing to the Southeast corner of the said Barajas tract and the most Easterly Northeast corner of the said Meyers tract in the West line of Seasons West Addition Phase One to said City of Sherman as shown by plat of record in Volume 16, Page 75, said Plat Records;

Thence Southerly to the Southwest corner of said Phase One in the North line of the same tract of land described as 39 acres and referred to as Second Tract conveyed to said Joseph Edwin Canon in Volume 3717, Page 886;

Thence Easterly with the South line of said Phase One to the Northeast corner of said Second Tract and the most Westerly Northwest corner of Season's West Phase Two to said City of Sherman as shown by plat of record in Volume 16, Page 74, said Plat Records;

Thence Southerly to the Southeast corner of said Second Tract and the Southwest corner of said Phase Two;

Thence Westerly with the South line of said Canon Second Tract and First Tract and continuing across said Friendship Road to the Point-of-Beginning and containing approximately 274 acres of land.....



Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 3.

Meeting Date: 03/07/2016

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5932

Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled "General Zoning Ordinance", at Section 8, entitled "Administration and Enforcement; Building Permits, Certificates of Zoning Compliance, Temporary Use Permits, and Specific Use Permits", Subsection 4, entitled "Temporary Use Permits", to Delete in its Entirety Paragraph (4.1), entitled "Mobile Food Vendor"

Issue:

To consider the deletion of "Mobile Food Vendor" code provisions from the General Zoning Ordinance

Background:

The current General Zoning Ordinance includes "Mobile Food Vendor" provisions at Chapter 14, Section 8, Subsection 4, Paragraph (4.1). This agenda item deletes that section in its entirety. Regulations regarding Mobile Food Units (MFU) are also found in Chapter 6, Article 6.02 of the Code of Ordinances. Another agenda item on this agenda adds additional regulations to Chapter 6.

Origination:

Councilman Kevin Couch

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

It is recommended that the City Council approve the proposed deletion of "Mobile Food Vendor" code provisions from the General Zoning Ordinance.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 5932

ORDINANCE NO. 5932

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 8, ENTITLED "ADMINISTRATION AND ENFORCEMENT; BUILDING PERMITS, CERTIFICATES OF ZONING COMPLIANCE, TEMPORARY USE PERMITS, AND SPECIFIC USE PERMITS", SUBSECTION 4, ENTITLED "TEMPORARY USE PERMITS", TO DELETE IN ITS ENTIRETY PARAGRAPH (4.1), ENTITLED "MOBILE FOOD VENDOR"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 14, Exhibit "A", Section 8, Subsection 4 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended to delete in its entirety paragraph (4.1), entitled "Mobile Food Vendor", as follows:

~~(4.1) Mobile Food Vendor — Any person or persons who operates or sells food from a stationary cart or trailer mounted on chassis or other structure designed to be readily moveable, but without an engine for period of 15 days or greater per year.~~

~~(a) — Mobile food vendors are subject to the following additional regulations:~~

- ~~1. — Mobile food vendors are permitted in a C-1 (Retail Business) District or C-2 (General Commercial) District.~~
- ~~2. — Mobile food vendors shall be located on private property where an existing permanent business operates in a building with a Certificate of Occupancy.~~
- ~~3. — Mobile food vendors may operate only during the business hours of the primary business on the property.~~
- ~~4. — Mobile food vendors shall not operate in required parking spaces, driveways, fire lanes or public roads.~~
- ~~5. — The firm name, address, and phone number must be on both sides of the vehicle with at least 2" letters in a contrasting color.~~

- ~~6. — No chairs, tables or awnings shall be permitted on the same premises.~~
- ~~7. — Signage: Maximum signage shall be 12 square feet and shall be attached securely and flat against the wall of the to the mobile food unit at all times. No temporary, portable or A-Frame type signs shall be permitted.~~
- ~~8. — Temporary connections to potable water are prohibited. Water shall be from an internal tank with a minimum capacity of 50 gallons and a holding tank with a minimum capacity of 75 gallons, and electricity shall be from a generator or an electrical outlet via a portable cord that is in conformance with the Electrical Code as adopted by the City of Sherman.~~
- ~~9. — Mobile food vendors shall operate from a stationary cart or trailer mounted on chassis, but without an engine. Sales of food from a stationary vehicle excludes catering trucks~~
- ~~10. — A site plan drawn to scale depicting the location of the mobile food vendor on the property shall be submitted~~
- ~~11. — A drive through is not permitted in conjunction with the mobile food vendor.~~
- ~~12. — Mobile food vendors shall provide a minimum of 2 off street parking spaces per employee.~~

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 _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 4.

Meeting Date: 03/07/2016

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5933

Amending Chapter 6 of the Code of Ordinances, entitled "Health and Sanitation", at Article 6.02, entitled "Food Establishments", Section 6.02.001, entitled "Adoption of State Food Establishment Rules; Definitions", and Providing for a New Section 6.02.008 to be entitled "Additional Requirements for Mobile Food Units (MFU)"

Issue:

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

Background:

Currently, Mobile Food Units (MFU) are referenced in two separate sections of the Code of Ordinances. In another agenda item, we are proposing to delete the reference from the zoning ordinance. This agenda item adds additional MFU regulations and guidelines to the existing regulations found in Chapter 6, Article 6.02 of the Code. These additional regulations were developed after consultation with staff and members of Council. The added regulations will help ensure the health and safety of the community and provide guidance to entrepreneurs who wish to operate a MFU.

Origination:

Councilman Kevin Couch
Robby Hefton, City Manager

Financial Consideration:

There are no fees associated with this provision.

Staff Recommendation:

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

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 5933

Revised Article 6.02 - Food Establishments

ORDINANCE NO. 5933

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES, ENTITLED "HEALTH AND SANITATION", AT ARTICLE 6.02, ENTITLED "FOOD ESTABLISHMENTS", SECTION 6.02.001, ENTITLED "ADOPTION OF STATE FOOD ESTABLISHMENT RULES; DEFINITIONS", AND PROVIDING FOR A NEW SECTION 6.02.008 TO BE ENTITLED "ADDITIONAL REQUIREMENTS FOR MOBILE FOOD UNITS (MFU)"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 6, Article 6.02, Section 6.02.001 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 6.02.001 Adoption of state food establishment rules; definitions

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

(b) Definitions.

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

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

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

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

Municipality. The city.

Regulatory authority. The county health department.

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

(Ordinance 5909, sec. 1, adopted 10/19/15)

SECTION 2. That Chapter 6, Article 6.02 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended to include a new Section 6.02.005, to be entitled “Additional Requirements for Mobile Food Units (MFU)”, so that such section shall read as follows:

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

- (a) Permitting by City. Any person wishing to operate a MFU within the city limits of the City of Sherman must first apply for a permit with the City Clerk’s office. In order for a permit to be issued, the applicant shall provide evidence of proper permitting from the State and the regulatory authority. Additionally, any person intending to operate or be employed by a MFU shall submit to a criminal background check by the Sherman Police Department. No permit shall be issued to persons with a criminal conviction for violent crimes, sexual offenses, theft, fraud, or other crimes involving moral turpitude.
- (b) Central Business District Restrictions. No person may operate a MFU on a street or parking lot in the central business district, unless said street or parking lot has been closed for a special event approved by the City Council.
- (c) Sales on Sidewalks Prohibited. No person may operate a MFU a sidewalk.
- (d) Street Sales Outside the Central Business District. No person may operate a MFU in such a manner that impedes or disrupts traffic flow on city streets or draws pedestrians into the street right of way.
- (e) Parking Lots. No person may operate a MFU in manner that reduces the number of available parking spaces in a given lot to below the number required by the City of Sherman’s zoning ordinances.
- (f) Sales in Parks and City Lots Prohibited. No person may operate a MFU in a public park or publicly owned lot unless said park or lot has been designated as the site for a special event approved by the City Council.
- (g) Food Truck Lots. This section notwithstanding, a person may operate a MFU on private property whose owner or lessee has applied for and been granted a Specific Use Permit (SUP) to operate a Food Truck Lot by the City of Sherman.

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

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

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

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

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

INTRODUDCED on this the _____ day of _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

ARTICLE 6.02 FOOD ESTABLISHMENTS

Sec. 6.02.001 Adoption of state food establishment rules; definitions

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

(b) Definitions.

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

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

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

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

Municipality. The city.

Regulatory authority. The county health department.

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

(Ordinance 5909, sec. 1, adopted 10/19/15)

Sec. 6.02.002 Permit required; exemptions

(a) A person may not operate a food establishment without a permit issued by the regulatory authority. Permits are not transferable from one person to another or from one location to another location, except as otherwise permitted by this article. A valid permit must be posted in or on every food establishment regulated by this article.

(b) A food establishment operated solely by a nonprofit organization is exempt from the permitting requirements of this article, but is not exempt from compliance with state rules. The

regulatory authority may require any information necessary to determine whether an organization is nonprofit for purposes of this exemption.

(1991 Code, sec. 12-32)

Sec. 6.02.003 Permit application and fees

(a) Any person desiring to operate a food establishment must make a written application for a permit on forms provided by the regulatory authority. The application must contain the name and address of each applicant, the location and type of the proposed food establishment and the applicable fee. An incomplete application will not be accepted. Failure to provide all required information, or falsifying information required, may result in denial or revocation of the permit. Renewals of permits are required on an annual basis and the same information is required for a renewal permit as for an initial permit.

(b) Prior to the approval of an initial permit or the renewal of an existing permit, the regulatory authority shall inspect the proposed food establishment to determine compliance with state laws and rules. A food establishment that does not comply with state laws and rules will be denied a permit or the renewal of a permit.

(c) The fee schedule for permits authorized by this Article will be set by the regulatory authority.

(d) All permit fees shall be paid to the regulatory authority.

(Ordinance 5506 adopted 12/17/07)

Sec. 6.02.004 Review of plan

(a) Whenever a food establishment is constructed or extensively remodeled and whenever an existing structure is converted to use as a food establishment, properly prepared plans and specifications for such construction, remodeling or conversion shall be submitted to the regulatory authority for review before work is begun. Extensive remodeling means that 20 percent or greater of the area of the food establishment is to be remodeled. The plans and specifications shall indicate the proposed layout, equipment arrangement, mechanical plans and construction of materials of work areas, and the type and model of proposed fixed equipment and facilities. The plans and specifications will be approved by the regulatory authority if they meet the requirements of the rules adopted by this article. The approved plans and specifications must be followed in construction, remodeling or conversion.

(b) Failure to follow the approved plans and specifications will result in a permit denial, suspension, or revocation.

(1991 Code, sec. 12-34)

Sec. 6.02.005 Food sanitation training

- (a) No person shall operate a food establishment unless the manager of the establishment or, if multiple shifts are worked, the manager of each shift has a valid current food service manager's certificate issued by the regulatory authority certifying that the bearer has attended the food sanitation program for managers approved by the regulatory authority.
- (b) It shall be unlawful for the owner, operator, or manager of any food establishment to employ or permit any food handler to work therein unless such food handler has the permit required by this section.

(Ordinance 5909, sec. 2, adopted 10/19/15)

Sec. 6.02.006 Suspension of permit

- (a) The regulatory authority may, without warning, notice or hearing, suspend any permit to operate a food establishment if the operation of the food establishment constitutes an imminent hazard to public health. Suspension is effective upon service of the notice required by subsection (b) of this section. When a permit is suspended, food operations shall immediately cease. Whenever a permit is suspended, the holder of the permit shall be afforded an opportunity for a hearing within 20 days of receipt of a request for a hearing.
- (b) Whenever a permit is suspended, the holder of the permit or the person in charge shall be notified in writing that the permit is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the regulatory authority by the holder of the permit within ten days. If no written request for a hearing is filed within ten days, the suspension is sustained. The regulatory authority may end the suspension at any time if reasons for suspension no longer exist.

(1991 Code, sec. 12-36)

Sec. 6.02.007 Revocation of permit

- (a) The regulatory authority may, after providing opportunity for a hearing, revoke a permit for serious or repeated violations of any of the requirements of these rules or for interference with the regulatory authority in the performance of its duties. Prior to revocation, the regulatory authority shall notify the holder of the permit or the person in charge, in writing, of the reason for which the permit is subject to revocation and that the permit shall be revoked at the end of the ten days following service of such notice unless a written request for a hearing is filed with the regulatory authority by the holder of the permit within such ten-day period.
- (b) If no request for hearing is filed within the ten-day period, the revocation of the permit becomes final.

(1991 Code, sec. 12-37)

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

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

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

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

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

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

(f) Sales in Parks and City Lots Prohibited. No person may operate a MFU in a public park or publicly owned lot unless said park or lot has been designated as the site for a special event approved by the City Council.

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

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

Sec. 6.02.008 9 Notices and hearings

(a) A notice, as required in these rules, is properly served when it is delivered to the holder of the permit or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the permit. A copy of the notice shall be filed in the records of the regulatory authority.

(b) The hearings provided for in these rules shall be conducted by the regulatory authority at a time and place designated by it. Based upon the recorded evidence of such hearing, the regulatory authority shall make final findings, and shall sustain, modify or rescind any notice or

order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit by the regulatory authority.

(1991 Code, sec. 12-38)

Sec. 6.02.009 10 Remedies

(a) Any person who violates a provision of these rules and any person who is the permit holder of or otherwise operates a food service establishment that does not comply with the requirements of these rules and any responsible officer of that permit holder or those persons shall be fined not more than \$2,000.00.

(b) The regulatory authority may seek to enjoin violations of these rules.

(1991 Code, sec. 12-39)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 5.

Meeting Date: 03/07/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5934

Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled "General Zoning Ordinance", at Section 8, Subsection (5)(A), Amending the Requirements for a Specific Use Permit

Issue:

To consider amending the requirements for a Specific Use Permit

Background:

At the June 25, 2015 Budget Work Session, the City Council directed staff to review the O-1.1 (F.M. Highway 1417) Overlay District and General Zoning Ordinances. The staff asked Kimley-Horn to review the ordinances. Joe Gilbert, Kyle Patterson and Eric Elliott were appointed to a subcommittee at the November 17, 2015 Planning and Zoning Commission Meeting to review the O-1.1 (F.M. Highway 1417) Overlay District and the General Zoning Ordinance. The subcommittee met January 6th and 12th, 2016 to review the ordinances and suggestions for revisions.

The subcommittee recommendations include:

- Increasing the F.M. 1417 Overlay District from 300 to 500 feet from the F.M. 1417 right-of-way on all properties within the City Limits of Sherman
- More defined building standards, materials, colors, architectural features
- Detention area screening
- Improved sign regulations
- Moving incompatible uses throughout the City to the Specific Use Permit process

Origination:

City Council and Staff

Financial Consideration:

None

Staff Recommendation:

At the February 16, 2016 Planning and Zoning Commission Meeting, the board voted 8/0 to recommend amending the requirements for a Specific Use Permit.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 5934
P&Z Communication

ORDINANCE NO. 5934

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 8, SUBSECTION (5)(A), AMENDING THE REQUIREMENTS FOR A SPECIFIC USE PERMIT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 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, Car Wash	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	C-2

	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	
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
1/200	<i>Dry cleaning plant, Package plant</i>	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	<i>Food Truck Lot</i>	C-M
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
1/200	<i>Hookah Bar, Smoking Lounge, Smoke Shop, Vape Shop</i>	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	<i>Loan office</i>	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
1/1000	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
1/2,000 sq. ft. of space utilized for operation	Motorized outdoor amusements (i.e. total go-carts, motorcycles)	In any District
2/1	Multi-family dwellings	C
1/400	<i>Novelty Products, Manufacture or Sales</i>	<i>M-1</i>
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	<i>Pawn Shops</i>	<i>C</i>
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
1/200	<i>Secondhand Store, Rummage Shop</i>	<i>C, M</i>
	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
	<i>Storage and Shipping Containers</i>	<i>C-1, C-2, M-1</i>
1/200	<i>Tattoo Studio</i>	<i>C, M</i>
1/400	<i>Taxidermist</i>	<i>C</i>
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	<i>Telephone exchange, garage, shop or service</i>	<i>C</i>

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 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 _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



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

Agenda Item No. 23.

Meeting Date: 02/16/2016

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

OTHER BUSINESS

Consider Updates Requiring a Specific Use Permit for recommendation to the City Council.

Background:

At the June 25, 2015 Budget Work Session Meeting, the City Council directed staff to review the O-1.1 (F.M. Highway 1417) Overlay District and General Zoning Ordinances. The staff has asked Kimley-Horn to review the ordinance. Joe Gilbert, Kyle Patterson and Eric Elliott were appointed to a subcommittee at the November 17, 2015 Planning and Zoning Commission Meeting to review the O-1.1 (FM Highway 1417) Overlay District and the General Zoning Ordinance. The subcommittee met January 6th and 12th, 2016 to review the ordinances and suggestions for revisions.

The subcommittee recommendations include:

- Increasing the F.M. 1417 Overlay District from 300 to 500 feet from the F.M. 1417 right-of-way on all properties within the City Limits of Sherman
- More defined building standards, materials, colors, architectural features
- Detention area screening
- Improved sign regulations
- Moving incompatible uses throughout the City to the Specific Use Permit process.

Adjacent Zoning:

Various

Origination:

City Council

Master Plan Designation:

Various

Number of notices mailed:

663

Objections Received:

0

Attachments

Draft Ordinance



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 6.

Meeting Date: 03/07/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5935

Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled "General Zoning Ordinance", at Section 6, Subsection 6.4, entitled "C-1 (Retail Business) District"

Issue:

To consider amending the permitted uses in the C-1 (Retail Business) District

Background:

At the June 25, 2015 Budget Work Session, the City Council directed staff to review the O-1.1 (F.M. Highway 1417) Overlay District and General Zoning Ordinances. The staff asked Kimley-Horn to review the ordinances. Joe Gilbert, Kyle Patterson and Eric Elliott were appointed to a subcommittee at the November 17, 2015 Planning and Zoning Commission Meeting to review the O-1.1 (F.M. Highway 1417) Overlay District and the General Zoning Ordinance. The subcommittee met January 6th and 12th, 2016 to review the ordinances and suggestions for revisions.

The subcommittee recommendations include:

- Increasing the F.M. 1417 Overlay District from 300 to 500 feet from the F.M. 1417 right-of-way on all properties within the City Limits of Sherman
- More defined building standards, materials, colors, architectural features
- Detention area screening
- Improved sign regulations
- Moving incompatible uses throughout the City to the Specific Use Permit process

Origination:

City Council and Staff

Financial Consideration:

None

Staff Recommendation:

At the February 16, 2016 Planning and Zoning Commission Meeting, the board voted 8/0 to recommend amending the permitted uses in the C-1 (Retail Business) District.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 5935
P&Z Communication

ORDINANCE NO. 5935

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED “GENERAL ZONING ORDINANCE”, AT SECTION 6, SUBSECTION 6.4, ENTITLED “C-1 (RETAIL BUSINESS) DISTRICT”; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 14, Exhibit “A”, Section 6, Subsection 6.4 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:

Section. 6.4. C-1 (Retail Business) District.

Purpose. This district consists mainly of land occupied by or suitable for neighborhood shopping facilities for the retailing of “convenience goods” and the furnishing of certain personal services to satisfy most of the daily needs of the adjacent residential neighborhood. The district also provides space and facilities for financial, administrative, government and business services within the downtown Central Business Area.

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

	Lot Area	Lot Width	Setback		
			Front	Rear	Side
C-1 District	5,000 SF	50'	25'	10'	0'
Exceptions, Central Business Area	2,000 SF	20'	0'	0'	0'

- (a) Where the yards of lots in the C-1 District are abutting a residential District, the side yard setback shall not be less than 15 feet. The rear yard setback shall not be less than 15 feet.

- (b) Residential development within the C-1 District. The lot area, lot width, density and setback regulations for residential structures within the C-1 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-1 District.

(3) See sections 8.4 and 8.5 [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-1 District under certain circumstances and conditions.

(4) Permitted uses and parking requirements:

Permitted Uses	Parking Ratio
Ambulance Service	1/1.5 employees
Art, supply store, antiques, gallery or museum	1/200
Automobile accessory and supply store	1/200
Automobile service station	none
Automobile laundry	3/wash lane
Automobile parking lot or parking garage (no repairs)	none
Automobile rental or taxi storage and repair	None
Bakery retail	1/200
Bank, loan Company and Credit Unions	1/200
Barbershop or beauty parlor	1/200
Blueprinting and similar reproduction processes	1/200
Bookstore or lending library, commercial	1/200
Business machines, sales/service	1/400
Bus station	None
Camera or photographic supplies store	1/200
Candy, nut, confectionery store	1/200
Caterer	1/200
Christmas trees and wreaths	none
Clinic or office, medical	1/200
Clothing including formal wear and costumes	1/200
Department store	1/200
Drugstores	1/200
Dry cleaning plant, package plant, or pickup station	1/200

Eating place (inside service only)	1/4 seats in main dining rooms (includes counter stools; does not include banquet rooms)
Eating place (inside and outside service)	2/4 seats in main dining rooms (includes counter stools; does not include banquet rooms)
Eating place (outside service only)	1/100 (minimum 8 spaces)
Floor covering sales retail	1/400
Florist shop, greenhouse (parking requirement does not include greenhouse or open stock)	1/200
Food or grocery store, retail	1/200
Funeral home or mortuary	1/3 seats
Furniture, appliances and custom upholstery	1/400
Fur shop or hat shop	1/200
Gift, novelty shop	1/200
Glass and cutting shop	1/400
Commercially operated golf driving ranges	1/2000 sq. ft. of space utilized of total operation
Hardware store and small tool rental, but not including sales of lumber or industrial hardware	1/200
Hobby shop or supply store	1/200
Ice vending establishment	none
Institution, nonresidential	1/400
Jewelry store	1/200
Laboratory, medical or dental	1/400
Laundry, package plant, pickup station or self-service	1/200
Loan office or pawnshop	1/200
Locksmith or key shop	1/200
Manufacturing of baked goods, candy, delicatessen foods and ice cream	1/400
Music store, phonograph records, retail sales	1/400
Newspaper distribution station	none
Office, any type	1/400
Optical goods, optician, optometrist	1/200
Orthopedic or medical shoe or appliance store and repair	1/400
Paint and wallpaper store or decorators shop	1/200
Pet shop	1/200
Photographic, studio or store and photo processing	1/200
Physical culture and Health Studios	1/200
Plumbing fixture sales, retail	1/400
Post office	1/200

Radio, television or recording studio	1/200
Rehabilitation center for handicapped persons	1/1.5 emp.
Rental, repair, or servicing of articles whose sale is permitted in the same district, unless more specifically listed elsewhere	1/200
School, commercial or trade, when not involving any danger of fire or explosion, of offensive noise, vibration, dust, odor, glare, heat or other objectionable influences	1/400
Secondhand store or rummage shop	1/200
Sewing machine sales, retail	1/200
Shoe repair shop or store	1/200
Sign:	none
Sporting goods store	1/200
Stationery store	1/200
Storage of goods or merchandise, used in, produced by or normally carried in stock in conjunction with permitted uses in the applicable district regulations	1/1000
Studio for professional work or for teaching any form of fine arts, photography, music, drama, etc.	1/400
Swimming pool, commercial	1/200
Tailor shop seamstress, altering and repairing of wearing apparel	1/400
Taxidermist	1/400
Telephone answering service	1/200
Telephone exchange, garage, shop or service	1/400
Toy stores	1/200
Veterinarian, indoor soundproof kennels only	1/400
Watch repair	1/200
Wholesale office with storage limited to samples	1/400

(5) Other required conditions:

- (a) A site plan shall be submitted to and approved by the building official prior to the issuance of a zoning permit for new construction or additions to an existing building or structure for multiple-family or commercial uses within the C-1 District.

- (b) The total floor area of any building or buildings on a lot in the C-1 District shall not exceed one-half of the total number of square feet in the lot. The total floor area of any building or buildings on a lot in the C-1 District within the Central Business Area shall not exceed two and one-half times the number of square feet in the lot.
- (c) Height regulations. No building shall exceed 45 feet or 3 stories in height[.]
- (d) Height regulation exception. Structures, buildings and signs within the Central Business Area, delimited on the official zoning map, may exceed 50 feet or 3 stories but shall not exceed a maximum of 80 feet or 6 stories.

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 _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



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

Agenda Item No. 20.

Meeting Date: 02/16/2016

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

OTHER BUSINESS

Consider Updates to the C-1 (Retail Business) District Ordinance for recommendation to the City Council.

Background:

At the June 25, 2015 Budget Work Session Meeting, the City Council directed staff to review the O-1.1 (F.M. Highway 1417) Overlay District and General Zoning Ordinances. The staff has asked Kimley-Horn to review the ordinance. Joe Gilbert, Kyle Patterson and Eric Elliott were appointed to a subcommittee at the November 17, 2015 Planning and Zoning Commission Meeting to review the O-1.1 (FM Highway 1417) Overlay District and the General Zoning Ordinance. The subcommittee met January 6th and 12th, 2016 to review the ordinances and suggestions for revisions.

The subcommittee recommendations include:

- Increasing the F.M. 1417 Overlay District from 300 to 500 feet from the F.M. 1417 right-of-way on all properties within the City Limits of Sherman
- More defined building standards, materials, colors, architectural features
- Detention area screening
- Improved sign regulations
- Moving incompatible uses throughout the City to the Specific Use Permit process.

Adjacent Zoning:

Various

Origination:

City Council

Master Plan Designation:

Various

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Draft Ordinance



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 7.

Meeting Date: 03/07/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5936

Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled "General Zoning Ordinance", at Section 6, Subsection 6.5, entitled "C-2 (General Commercial) District"

Issue:

To consider amending the permitted uses in the C-2 (General Commercial) District

Background:

At the June 25, 2015 Budget Work Session, the City Council directed staff to review the O-1.1 (F.M. Highway 1417) Overlay District and General Zoning Ordinances. The staff asked Kimley-Horn to review the ordinances. Joe Gilbert, Kyle Patterson and Eric Elliott were appointed to a subcommittee at the November 17, 2015 Planning and Zoning Commission Meeting to review the O-1.1 (F.M. Highway 1417) Overlay District and the General Zoning Ordinance. The subcommittee met January 6th and 12th, 2016 to review the ordinances and suggestions for revisions.

The subcommittee recommendations include:

- Increasing the F.M. 1417 Overlay District from 300 to 500 feet from the F.M. 1417 right-of-way on all properties within the City Limits of Sherman
- More defined building standards, materials, colors, architectural features
- Detention area screening
- Improved sign regulations
- Moving incompatible uses throughout the City to the Specific Use Permit process

Origination:

City Council and Staff

Financial Consideration:

None

Staff Recommendation:

At the February 16, 2016 Planning and Zoning Commission Meeting, the board voted 8/0 to recommend amending the permitted uses in the C-2 (General Commercial) District.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 5936
P&Z Communication

ORDINANCE NO. 5936

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 6, SUBSECTION 6.5, ENTITLED "C-2 (GENERAL COMMERCIAL) DISTRICT"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 14, Exhibit "A", Section 6, Subsection 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	1/1000
Barber and beauty shop equipment and specialties; sales	1/400
Baseball park, commercial	1/3 seats
Boat rental, storage and repair	1/400
Bookbinding	1/1000
Bowling alley	5/alley
Cabinet or carpentry shop	1/400
Carpet cleaning, enclosed nonflammable solvents	1/400
Cold storage plant	1/1000
Dance hall, commercial	1/100
Exterminator	1/400
Food locker plant for consumer use	1/200
Garment manufacturing	1/1.5 emp.
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	1/1000
Monument sales and incidental processing	1/1000
Motorcycle sales, repair, storage, and service	1/400
Oil well supplies and machinery sales	1/1.5 emp.
Outdoor commercial amusements, i.e., miniature golf, etc.	1/2,000 sq. ft. of space utilized for total operation
Printing or publishing, including engraving or photo-engraving	1/400
Sign:	none
Sign shop	1/400
Skating rink, commercial	1/400
Theater, drive in	None
Trailer sales, other than mobile home/manufactured housing and rentals	None
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 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 _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



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

Agenda Item No. 21.

Meeting Date: 02/16/2016

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

OTHER BUSINESS

Consider Updates to the C-2 (General Commercial) District Ordinance for recommendation to the City Council.

Background:

At the June 25, 2015 Budget Work Session Meeting, the City Council directed staff to review the O-1.1 (F.M. Highway 1417) Overlay District and General Zoning Ordinances. The staff has asked Kimley-Horn to review the ordinance. Joe Gilbert, Kyle Patterson and Eric Elliott were appointed to a subcommittee at the November 17, 2015 Planning and Zoning Commission Meeting to review the O-1.1 (FM Highway 1417) Overlay District and the General Zoning Ordinance. The subcommittee met January 6th and 12th, 2016 to review the ordinances and suggestions for revisions.

The subcommittee recommendations include:

- Increasing the F.M. 1417 Overlay District from 300 to 500 feet from the F.M. 1417 right-of-way on all properties within the City Limits of Sherman
- More defined building standards, materials, colors, architectural features
- Detention area screening
- Improved sign regulations
- Moving incompatible uses throughout the City to the Specific Use Permit process.

Adjacent Zoning:

Various

Origination:

City Council

Master Plan Designation:

Various

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Draft Ordinance



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 8.

Meeting Date: 03/07/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5937

Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled "General Zoning Ordinance", at Section 6, Subsection 6.6, entitled "M-1 (Light Manufacturing) District"

Issue:

To consider amending the permitted uses in the M-1 (Light Manufacturing) District

Background:

At the June 25, 2015 Budget Work Session, the City Council directed staff to review the O-1.1 (F.M. Highway 1417) Overlay District and General Zoning Ordinances. The staff asked Kimley-Horn to review the ordinances. Joe Gilbert, Kyle Patterson and Eric Elliott were appointed to a subcommittee at the November 17, 2015 Planning and Zoning Commission Meeting to review the O-1.1 (F.M. Highway 1417) Overlay District and the General Zoning Ordinance. The subcommittee met January 6th and 12th, 2016 to review the ordinances and suggestions for revisions.

The subcommittee recommendations include:

- Increasing the F.M. 1417 Overlay District from 300 to 500 feet from the F.M. 1417 right-of-way on all properties within the City Limits of Sherman
- More defined building standards, materials, colors, architectural features
- Detention area screening
- Improved sign regulations
- Moving incompatible uses throughout the City to the Specific Use Permit process

Origination:

City Council and Staff

Financial Consideration:

None

Staff Recommendation:

At the February 16, 2016 Planning and Zoning Commission Meeting, the board voted 8/0 to recommend amending the permitted uses in the M-1 (Light Manufacturing) District.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 5937
P&Z Communication

ORDINANCE NO. 5937

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED “GENERAL ZONING ORDINANCE”, AT SECTION 6, SUBSECTION 6.6, ENTITLED “M-1 (LIGHT MANUFACTURING) DISTRICT”; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 14, Exhibit “A”, Section 6, Subsection 6.6 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. 6.6. M-1 (Light Manufacturing) District.

Purpose. The manufacturing use districts are designed to provide land for a wide range of commercial and industrial activities subject to limitations intended to protect nearby residential and commercial districts and to protect the permitted uses from one another.

Manufacturing District M-1 consist[s] mainly of areas occupied by or suitable for manufacturing, wholesale and other industrial activities, all of a nonnuisance type.

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

Setback		
Front	Rear	Side
15'	10'	10'

- (a) When abutting a residential district, the side yard shall be 15 feet.
- (b) In all cases where the side yard is adjacent to a side street, the side yard shall not be less than 10 feet.
- (2) See section 7 for supplementary district regulations and exceptions and parking requirements applying to the M-1 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 M-1 District under certain circumstances and conditions.

(4) Parking regulations and permitted uses:

- (a) If a use that is permitted in the Residential, C-1, C-2 Districts is established in the M-1 District, the parking requirements for that use shall be the same as required for that particular use in the district in which the use is specifically permitted.
- (b) In the M-1 District, manufacturing, industrial, and processing establishments, repair shops, warehouses, and storage buildings, in addition to providing off-street facilities for the loading and unloading of merchandise and goods, shall provide one off-street parking space for each 1,000 square feet of general floor space, and one off-street parking space for each 400 square feet of office floor space.
- (c) In the M-1 District, no land shall be used and no building shall be erected for or converted to any use other than:

Permitted Uses: Any use permitted in the R-A, R-1, R-2, C-1 and C-2 Districts except that no building shall be erected or converted for dwelling purposes; provided, however, that dwelling quarters may be established in connection with any industrial plant for watchmen and caretakers employed on the premises and provided further that any existing dwelling within the M-1 District may be repaired or altered.

Advertising displays manufactured.

Automobiles, motorcycles, trucks or trailers, including parts, or rebuilding of engines.

Baseball park, commercial.

Battery manufacturing.

Boats, building or repair.

Books, binding, other than hand binding.

Bottling works, for all beverages—not including alcoholic.

Brooms or brushes.

Cameras or other photographic equipment and film.

Carpets, manufacture and cleaning.

Ceramics, stone, glass, marble, and porcelain products.

Electrical appliances, equipment assembly, supplies, or similar products, including electrical machinery.

Electrical power-generating station.

Food products.

Heavy equipment, storage, repair and sales, earth moving.

Ice, dry or natural.

Laundry plant (steam).

Machines, business, including typewriters, accounting machines, calculators, card-counting equipment, or similar products.

Machinery, miscellaneous, including repairs.

Machine tools, including metal lathes, metal presses, metal stamping machines, woodworking machines, or similar products.

Mattresses, including rebuilding or renovating.

Musical instruments, including pianos or organs.

Orthopedic or medical appliances, including artificial limbs, braces, supports, stretchers or similar products.

Paper products, including envelopes, stationery, bags, boxes, shipping containers, bulk goods, tubes, wallpaper printing, or similar products.

Pharmaceutical products.

School, commercial or trade.

Sporting or athletic equipment.

Steel products, miscellaneous fabrication or assembly.

Textiles, spinning, weaving, manufacturing, dyeing, bleaching, printing, knit goods, yard thread or cordage.

Tires, recapping or vulcanizing shop.

Tools or hardware, including bolts, nuts, screws, doorknobs, drills, hand tools or cutlery, hinges, house hardware, locks nonferrous metal castings, plumbing appliances, or similar products.

Toys ~~and novelty products.~~

Vehicles, children's, including bicycles, scooters, wagons, baby carriages or similar vehicles.

Venetian blinds, window shades, or awnings.

(5) Other required conditions:

- (a) Site plan. A site plan shall be submitted to and approved by the building official prior to the issuance of a zoning permit.
- (b) Floor area. The floor area of any building or buildings on a lot in an M-1 District shall not exceed one and one-half times the number of square feet in the lot.
- (c) Building area. The maximum allowable building area in the M-1 District shall not exceed 75 percent of the gross area of the lot or tract of land.
- (d) Height regulation. No building or structure shall exceed 100 feet in height unless set back from the required yard lines an additional foot for each 4 feet in height above 100 feet.

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 _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



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

Agenda Item No. 22.

Meeting Date: 02/16/2016

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

OTHER BUSINESS

Consider Updates to the M-1 (Light Manufacturing) District Ordinance for recommendation to the City Council.

Background:

At the June 25, 2015 Budget Work Session Meeting, the City Council directed staff to review the O-1.1 (F.M. Highway 1417) Overlay District and General Zoning Ordinances. The staff has asked Kimley-Horn to review the ordinance. Joe Gilbert, Kyle Patterson and Eric Elliott were appointed to a subcommittee at the November 17, 2015 Planning and Zoning Commission Meeting to review the O-1.1 (FM Highway 1417) Overlay District and the General Zoning Ordinance. The subcommittee met January 6th and 12th, 2016 to review the ordinances and suggestions for revisions.

The subcommittee recommendations include:

- Increasing the F.M. 1417 Overlay District from 300 to 500 feet from the F.M. 1417 right-of-way on all properties within the City Limits of Sherman
- More defined building standards, materials, colors, architectural features
- Detention area screening
- Improved sign regulations
- Moving incompatible uses throughout the City to the Specific Use Permit process.

Adjacent Zoning:

Various

Origination:

City Council

Master Plan Designation:

Various

Number of notices mailed:

663

Objections Received:

0

Attachments

Draft Ordinance



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 9.

Meeting Date: 03/07/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5938

Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled "General Zoning Ordinance", at Section 6, Subsection 6.8.1, entitled "O-1.1 (F.M. Highway 1417) Overlay District"

Issue:

To consider amending the requirements for the O-1.1 (F.M. Highway 1417) Overlay District

Background:

At the June 25, 2015 Budget Work Session, the City Council directed staff to review the O-1.1 (F.M. Highway 1417) Overlay District and General Zoning Ordinances. The staff asked Kimley-Horn to review the ordinances. Joe Gilbert, Kyle Patterson and Eric Elliott were appointed to a subcommittee at the November 17, 2015 Planning and Zoning Commission Meeting to review the O-1.1 (F.M. Highway 1417) Overlay District and the General Zoning Ordinance. The subcommittee met January 6th and 12th, 2016 to review the ordinances and suggestions for revisions.

The subcommittee recommendations include:

- Increasing the F.M. 1417 Overlay District from 300 to 500 feet from the F.M. 1417 right-of-way on all properties within the City Limits of Sherman
- More defined building standards, materials, colors, architectural features
- Detention area screening
- Improved sign regulations
- Moving incompatible uses throughout the City to the Specific Use Permit process

Origination:

City Council and Staff

Financial Consideration:

None

Staff Recommendation:

At the February 16, 2016 Planning and Zoning Commission Meeting, the board voted 8/0 to recommend amending the requirements for the O-1.1 (F.M. Highway 1417) Overlay District.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 5938

Location Map

P&Z Communication

Letter from Bill Douglass

Email from Bill Magers

ORDINANCE NO. 5938

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 6, SUBSECTION 6.8.1, ENTITLED "O-1.1 (F.M. HIGHWAY 1417) OVERLAY DISTRICT"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 14, Exhibit "A", Section 6.8.1 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:

Section 6.8.1 O-1.1 (F.M. Highway 1417) Overlay District.

(1) Introduction.

(a) The development of new and existing highways offers significant economic opportunities for the city and its citizens. Local highways provide easy access linkages within the city to nearby communities and to the entire U.S. highway system. The development standards will make the city a more desirable place to live and conduct business.

(b) It is important that the development of our highways be controlled through careful planning and foresight to achieve the greatest positive benefits for the city. The intent of the overlay district development area standards is to ensure that highway development occurs in a manner which promotes safety while presenting an attractive appearance and assures compatible land uses according to consistent design guidelines.

(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 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: Nonresidential. Design standards for nonresidential buildings shall ensure that the design, color, materials and basis for proportion of structures within the overlay district development area are harmonious with the intent of the ordinance.

(c) Building placement: Nonresidential. Visual continuity and compatibility shall be achieved through the appropriate placement of buildings and related site features, such as parking and loading areas.

(d) Landscaping. Landscaping standards are used to promote a flexible framework of planting and green areas that enhance and safeguard property values while aiding in erosion control, noise abatement, glare and reflection control, buffering between land uses of different character and atmospheric purification.

(e) Screening. Required screening shall 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. Toward this goal, landscaping shall be used to break up the view and to aesthetically enhance screening devices.

(f) Glare and illumination. Site lighting is to provide safety and security and enhance the architectural and natural features of this site. Glare and illumination standards shall ensure that the mechanisms providing light do not negatively impact on 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. Overlay district development areas are those areas *inside the city limits and* adjacent to F.M. Highway 1417 and being ~~three hundred (300)~~ *five hundred (500)* feet on either side of said right-of-way F.M. 1417. *The overlay applies to commercial and multi-family developments only.*

(b) Compliance required. All *commercial and multi-family* property within the boundaries of the overlay district development areas shall adhere to the overlay district development standards and shall be subject to site plan approval by the planning and zoning commission.

(c) Action on application. Upon receipt of a request for building permit, zoning change or subdivision plat within the designated 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. The planning and zoning commission shall review the plans for compliance with the development standards and make a determination of approval or disapproval as submitted.

(4) Nonresidential building design.

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

(b) Exterior walls. Building materials must be specified and consistent with the intent of these standards. Wall finishes shall be masonry, or masonry veneer, or concrete siding. A complete set of elevation plans and schedule of materials used on every freestanding building shall be submitted to the planning and zoning commission.

1) *Exterior walls*

a) *All buildings and structures shall have at least 85% of the total exterior walls, excluding doors and windows, constructed of masonry or glass wall construction, in accordance with the City Building Regulations Code and Fire Prevention and Protection Code. No blank walls shall face public streets.*

b) *The following primary material list shall apply:*

- i) *Masonry consisting of stone, cultured or cast stone*
- ii) *Brick or brick veneer*
- iii) *Tile*
- iv) *Stucco*
- v) *Architecturally finished block*
- vi) *Architectural glass (less than 27% reflectance)*

c) *A maximum of 15% of the façade may include accent materials not listed on the approved primary material list. All requests for alternative exterior building materials shall be noted and described on a Site Plan with elevation drawings to be submitted to the Planning and Zoning Commission for approval.*

2) *Exterior colors – these guideline recommendations are consistent with other example corridors with the intent of creating complementary building design*

- a) *A minimum of 80 percent of all building elevations shall be finished with complimentary neutral, cream, or deep, rich, non-reflective earth tone colors.*
 - b) *No more than 20 percent of any building elevation may be finished with bright, pure tone primary or secondary colors. These colors shall be limited to use on accent features including, but not limited to window and door frames, moldings, cornices, canopies, and awnings.*
- 3) *All non-residential buildings shall be architecturally finished on all sides with the same materials and detailing. The rear facade of a building, which is not visible to a public right-of-way, park or residential district, shall not be required to comply with this requirement.*

4) *Additional architectural features (minimum 4 features)*

All buildings shall have at least four architectural features from the following list.

- *Canopies, awnings, or porticos*
- *Recesses/projections*
- *Arcades (recessed porches)*
- *Peaked roof forms*
- *Arches*
- *Outdoor patios*
- *Display windows*
- *Architectural details (such as tile work and moldings) integrated into the building facade*
- *Articulated cornice line*
- *Integrated planters or wing walls that incorporate landscape and sitting areas*
- *Offsets, reveals or projecting rib used to express architectural or structural bays*

- *Accent materials, such as stone, stucco, etc. (minimum 15% of exterior facade)*
 - *Varied roof heights*
- 5) *Other required or optional features may include:*
- a) *Entryway features*
 - i) *All ground floor entrances shall be covered or inset and shall not apply to loading areas. Primary building entrances are to be defined and articulated with architectural elements such as arcades, roofs, alcoves, columns, porticos, porches, and overhangs.*
 - b) *Building articulation*
 - i) *All buildings shall utilize facade offsets and appropriate fenestration to add architectural variation and visual interest to an elevation and to break up long uninterrupted walls or elevations.*
 - ii) *At a minimum, elevations that are 50 feet or longer in horizontal length shall be interrupted by at least two offsets (projection or recess) from the primary facade plane of at least 18 inches in depth.*
 - c) *Roof treatment*
 - i) *Long uninterrupted roof lines and planes that are visible from the public right-of-way or are oriented to properties zoned or used for residential purposes shall be broken into smaller segments through the use of appropriately scaled gables and/or dormers, changes in height, changes in roof form, type, or planes which typically correspond to offsets in the building's facade, or other appropriate architectural elements.*
 - ii) *The following materials are allowed for sloping roofs:*
 - (1) *Asphalt shingles*

- (2) *Industry approved synthetic shingles*
- (3) *Standing seam metal*
- (4) *Tile roofs*
- (5) *Flat roofs shall require parapet screening which adheres to the vertical articulation requirements for the main face of the structure. Parapet roof lines shall feature a well- defined cornice treatment or another similar architectural element to visually cap each building elevation.*

iii) *The following materials are prohibited as primary cladding or roofing materials: aluminum siding or cladding, galvanized steel or other bright metal, wood or plastic siding, cementitious fiberboard, unfinished concrete block, exposed aggregate, wood roof shingles, and reflective glass.*

~~(c) — Windows. Reflective glass with an exterior reflectance percentage in excess of twenty-seven (27) percent, as certified through the manufacturer's specifications, shall not be used as an exterior building material on any building or structure. Windows and window walls shall not be glazed or reglazed with mirrored glass.~~

~~(d)~~ (c) Fire escapes. Exterior fire escapes shall not be permitted on the front side of a building.

~~(e)~~ (d) Mechanical Equipment. Exposed duct shall not be permitted on any side of the building visible from the highway.

~~(f) — All buildings shall have at least four architectural features from the following list.~~

- ~~• — Canopies, awnings, or porticos~~
- ~~• — Recesses/projections~~
- ~~• — Arcades (recessed porches)~~
- ~~• — Peaked roof forms~~
- ~~• — Arches~~

- ~~Outdoor patios~~
- ~~Display windows~~
- ~~Architectural details (such as tile work and moldings) integrated into the building facade~~
- ~~Articulated cornice line~~
- ~~Integrated planters or wing walls that incorporate landscape and sitting areas~~
- ~~Offsets, reveals or projecting rib used to express architectural or structural bays~~
- ~~Accent materials, such as stone, stucco, etc. (minimum 15% of exterior facade)~~
- ~~Varied roof heights~~

~~(g)~~ (e) Retaining wall. Visible portions of retaining walls shall be constructed of brick, stone, marble or the built-up panels of these materials designed for exterior use. Retaining walls shall be shown on the site plan and elevations shall be provided. Exposed basket type retaining walls shall not be permitted.

(5) Nonresidential building placement.

(a) Setbacks from property lines adjacent to streets. No structure of any kind or any part thereof shall be placed within the following setback lines, except with approval by variance where parcels are of an irregular shape such that development in accordance with these setbacks is not feasible.

- (i) Forty (40) feet from the highway right-of-way.
- (ii) Fifteen (15) feet from right-of-way of all other streets intersecting with the highway.
- (iii) On premise signs that are 12 feet or less in height may have a 25' setback from Highway 1417. (see Subsection 10)

(b) Setbacks from property lines not adjacent to streets. No structure of any kind or any part thereof shall be placed within the following setback lines:

- (i) Five (5) feet from rear and side property lines.

- (ii) Forty (40) feet from any R (residential) zoned property for single-story buildings not exceeding thirty (30) feet in height;
 - (iii) All other buildings shall be set back from residential district lines not less than twice the height of the highest point on the building above grade. No setback shall be required in excess of one hundred (100) feet.
 - (c) Parking areas. Parking areas and driveways shall be concrete and with curb and gutter along state highways adjacent to open drainage areas. Alternative parking materials may be used to reduce impervious cover when parking is provided that exceeds city requirements and approved by the zoning board. Cross access driveways are required adjacent to commercial zoned tracts.
- (6) Landscaping.
- (a) Landscaping definition. Landscaping shall be defined, for the purposes of these requirements, as plant material including, but not limited to, grass, trees, shrubs, flowers, vines and other ground cover, natural land forms, water forms, planters, walks and plaza areas.
 - (b) Site definition. Site shall be defined, for the purposes of these guidelines, as any plot, tract or parcel of land or combination of contiguous lots, tracts or parcels of land which is developed (or intended for development) according to an overall site plan. A site shall be exclusive of any land dedicated for public use through the platting process.
 - (c) Compliance. Landscaping shall conform to the following:
 - (i) Landscaping shall be required on all developments and shall be completed prior to the issuance of the certificate of occupancy. All detention ponds shall be landscaped.
 - (ii) 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.
 - (iii) All landscaping shall be installed so as to avoid hazards.
 - (iv) An effort shall be made to preserve existing trees.
- (7) Screening.

Screening of Site Features

- 1) *Detention areas and drainage channels*

A visual screen shall separate and screen all stormwater detention or retention facilities from view from any adjacent street and any adjoining or contiguous property, except for penetrations for required access. The visual screen shall comply with the following standards:

a) Minimum required screening

Minimum required screening shall achieve an opaque visual screen to a height of no less than 4 feet nor greater than 6 feet using the materials listed below.

b) Materials

The visual screen may be formed through the retention of existing vegetation, the planting of new vegetation, the creation of a planted hedge, the construction of a fence or wall or earthen berm, or any combination of these approaches.

i) Fencing or masonry walls – Fences and masonry walls shall present a finished and decorative appearance. Shrubs, ground covers, or other vegetation shall be provided in front of the fence or wall so as to provide a decorative effect, in accordance with the adopted landscaping standards for spacing, location and design. Wooden and woven-wire fences shall not be used.

ii) Planted materials or natural vegetation – Any combination of existing and newly planted vegetation may be used that can reasonably be expected to create an opaque evergreen visual screen 4 feet high within two growing seasons.

iii) Earthen berms – When using an earthen berm, the maximum side slope shall not exceed 50% (1foot of vertical rise to 2 feet of horizontal run) with a minimum crown width of two feet. The berm shall be planted with ground cover, shrubs, trees or other landscaping materials to achieve a total screening height of 4 feet.

(a) Screening of nonresidential uses from residential uses. Side yards, rear yards and service sides of nonresidential uses abutting residential uses shall be screened. Mechanical, utility, and service facilities shall be screened on three sides. Gates are not required.

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

- (i) 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).
 - (ii) 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:
 - (i) 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.
 - (ii) Earthen berms shall have a maximum side slope of 3:1 and shall be entirely vegetated with turf or ground cover.
 - (iii) Evergreen shrubs of sufficient height when used alone, or in conjunction with other material, shall meet the minimum height requirements of this section.
 - (iv) Privacy fences shall consist of wood or masonry fence material. Line fences used for screening within an O-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.
 - (v) 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.
- (d) Screening of site features. Site features hereinafter shall be screened in accordance with (c) above.
 - (i) Rear yards and service yards. Where the rear yard, side yard or service side of a nonresidential use is adjacent to a public thoroughfare and screening of the use is not specifically addressed elsewhere in this section, it shall be screened according to (c) above.
 - (ii) Loading docks. Freight docks, service bays, loading docks, truck berths and heavy storage areas shall be screened from all abutting uses, except

when the abutting use is determined to be of equal or greater intensity. The aforementioned areas shall be screened from all thoroughfares.

- (iii) Outdoor storage area. Outdoor storage of merchandise, equipment or materials, which is essential or incidental to the use and which is not on temporary display for the purpose of being immediately available for sale to the public at large, shall be screened from all public thoroughfares and abutting uses. Stored merchandise shall not exceed the height of the screening device.
- (iv) Refuse areas. All refuse areas shall be screened on three sides. Gates are not required.
- (v) Ground-mounted equipment. All ground-mounted equipment including, but not limited to, pad-mounted transformers, telephone switch boxes and gas meters, shall be reasonably screened or located away from the view of public thoroughfares and from the view of adjacent properties. Whenever possible, appurtenances for utility services shall be installed at the rear of the structure which they service.

(8) Glare and illumination.

(a) Parking area lighting. Standard, 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.

(9) Utilities. No building shall have service wires or cable of any kind attached to the front fifty (50) percent of a building facing the highway and adjacent to the required front yard.

(10) Signs.

- a) *The total area of building signage shall not exceed the following:
For each one linear foot of primary building face (façade facing public street), three (3) square feet of wall sign is allowed up to a maximum. This maximum depends on the building footprint identified in the table below. A minimum of 100 square feet for small freestanding building is allowed. This means that a small building that does not have enough frontage to get to 100 square feet may go to 100 square feet of building signage if desired. These signs can go on any wall but*

may not exceed the cumulative maximum square footage. If the lot on which the building is located has multiple right-of-way frontage, each street frontage shall be counted for purposes of determining attached sign allowance. The following defines the maximum sign area allowed based on the square footage of the building footprint:

<i>Building Footprint (sq ft)</i>	<i>Maximum Sign Area (sq ft)</i>
<i>Less than 12,000</i>	<i>150</i>
<i>12,000 - 49,999</i>	<i>300</i>
<i>50,000 or more</i>	<i>600</i>

- b) For each one linear foot of lease space façade, two (2) square feet of building sign is allowed with maximum of 200 sq. ft.*
- c) To ensure separation between building signs, wall signage for lease spaces may not exceed 75% of the linear lease space façade width.*

11) Monument/ground signs

- a) 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.*
- b) Monument signs must include a landscaped, stone-base feature. All monument sign bases shall be constructed of the same material as the front building façade on the same site or shall be compatible in design with stone or brick.*

12) Illuminated/electronic signs

- a) Signs may be illuminated, but the source of light shall not be visible to traveled ways and the entire image or displayed text shall not be animated, intermittent, or flashing.*
- b) A sign shall display static images for a period of at least eight seconds.*
- c) Variable message signs shall not be animated, flash, travel, blink, fade, or scroll. Variable message signs shall transition instantaneously to another static image.*
- d) A maximum of 55% of the overall sign area may be devoted to an electronic message sign.*

- e) *Revolving signs shall not be permitted.*
- f) *A fuel pricing sign shall only reflect the most current price of fuel available for purchase at that location and must be a ground/monument sign. Only one pricing display is allowed per site.*

(13) *Connectivity*

Access drives/aisles/access easements should be extended to the development's property boundary in order to provide for connectivity with future development(s).

~~(11)~~ (14) Procedures and notice.

(a) The planning and zoning commission shall review the specific elements of site and building plans for development within the 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 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 _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

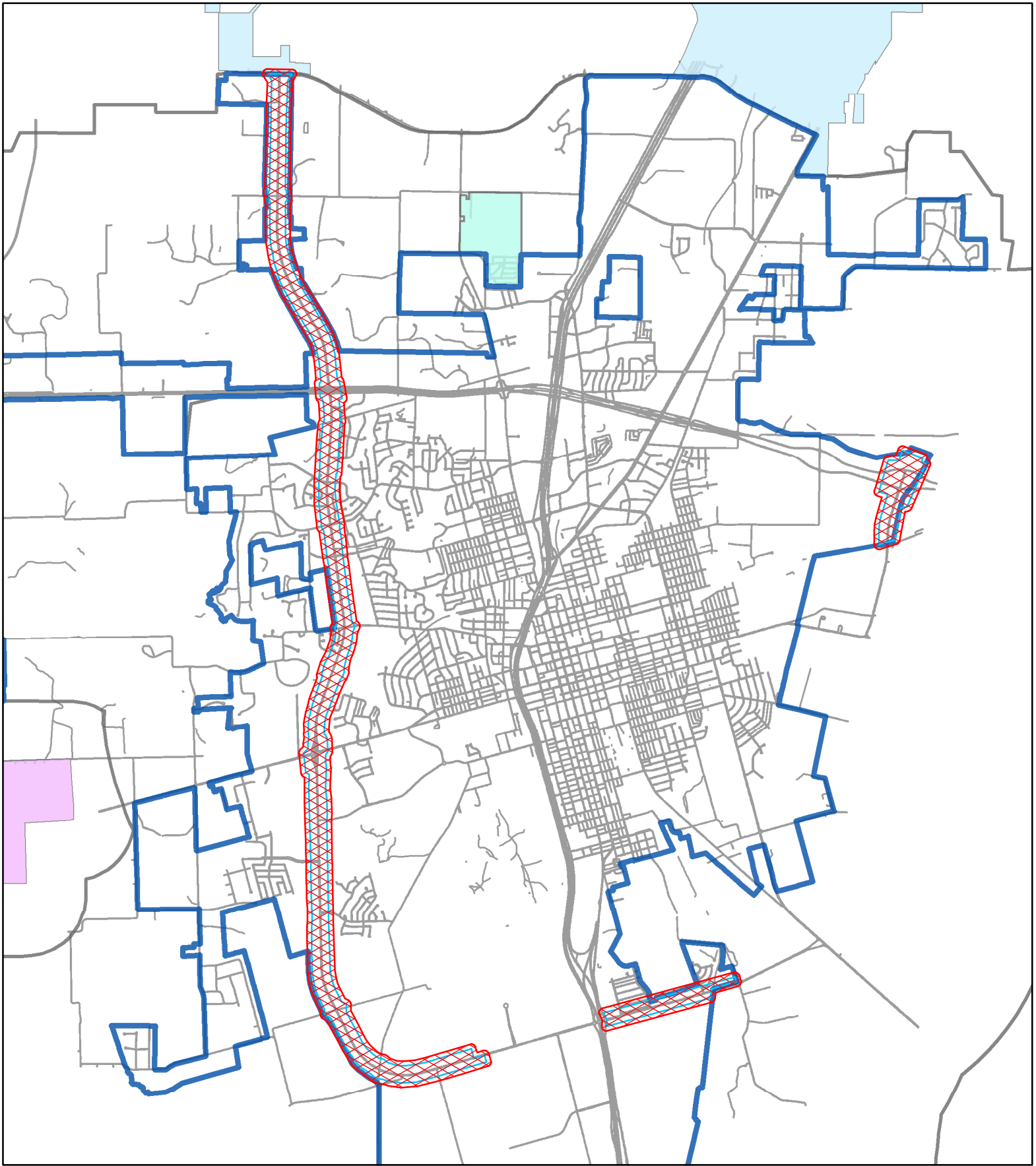
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



O-1.1 (F.M. Highway 1417) Overlay District Proposed Extension

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 inch = 5,500 feet



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

Agenda Item No. 19.

Meeting Date: 02/16/2016

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

OTHER BUSINESS

Consider Updates to the O-1.1 (F.M. Highway 1417) Overlay District Ordinance for recommendation to the City Council.

Background:

At the June 25, 2015 Budget Work Session Meeting, the City Council directed staff to review the O-1.1 (F.M. Highway 1417) Overlay District and General Zoning Ordinances. The staff asked Kimley-Horn to review the ordinance. Joe Gilbert, Kyle Patterson and Eric Elliott were appointed to a subcommittee at the November 17, 2015 Planning and Zoning Commission Meeting to review the O-1.1 (FM Highway 1417) Overlay District and the General Zoning Ordinance. The subcommittee met January 6th and 12th, 2016 to review the ordinances and suggestions for revisions.

The subcommittee recommendations include:

- Increasing the F.M. 1417 Overlay District from 300 to 500 feet from the F.M. 1417 right-of-way on all properties within the City Limits of Sherman
- More defined building standards, materials, colors, architectural features
- Detention area screening
- Improved sign regulations
- Moving incompatible uses throughout the City to the Specific Use Permit process.

Adjacent Zoning:

Various

Origination:

City Council

Master Plan Designation:

Various

Number of notices mailed:

663

Objections Received:

0

Attachments

Draft Ordinance

Location Map

Letter from Bill Douglass

PLANNING AND ZONING BOARD
BUILDING INSPECTION DEPARTMENT

Telephone: (903) 892-7229

FAX: (903) 892-7274

RECEIVED

FEB 08 2016

January 29, 2016

W DOUGLASS DISTRIBUTING LTD
325 FOREST AVE
SHERMAN, TX 75090

The Planning and Zoning Commission of the City of Sherman will hold a public hearing on the day of Tuesday, February 16, 2016 at 5:00 P.M. in the City Council Chambers, at 220 W. Mulberry, to hear the request to:

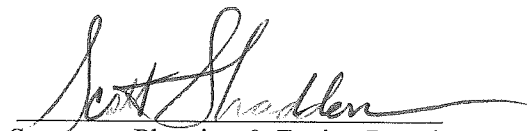
The request is as follows:

Planning and Zoning Commission

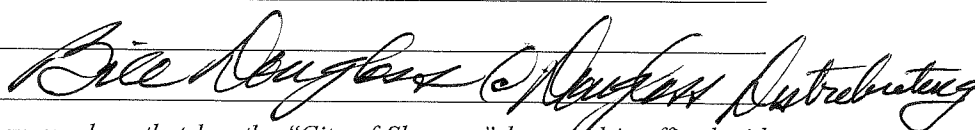
To amend Ordinance No. 5512 (O-1.1 F.M. Highway 1417 Overlay District) providing for additional area within the District and enhancing minimum design criteria.

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

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


Secretary, Planning & Zoning Board

I SUPPORT THE CITY'S EFFORT TO ENHANCE
THE DEVELOPING COMMERCIAL DISTRICT.
WE NEED TO PROVIDE AN ATTRACTIVE
ENVIRONMENT TO EXISTING AND FUTURE
COMMERCIAL DEVELOPMENTS


Bill Douglas
Douglas Distributing

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.

Reeves, Patsy

From: Shadden, Scott
Sent: Wednesday, February 10, 2016 3:57 PM
To: Reeves, Patsy
Subject: FW: 1417 Overlay

RECEIVED

FEB 10 2016

From: William Magers [<mailto:billmagers@yahoo.com>]
Sent: Wednesday, February 10, 2016 3:57 PM
To: Shadden, Scott
Subject: 1417 Overlay

Scott,

This email confirms my personal support, (our property line falls within 500' of 1417) and the support of SSCGC Partners, LLC for the enhancement of the 1417 overlay district. SSCGC Partners, LLC owns commercial and multi-family frontage along 1417. We believe the proposed changes will protect and enhance property values along this corridor and throughout the city.

1417 is an important part of Sherman, and the county's, transportation network. We applaud the City's efforts to maximize this asset and improve the quality of development along this vital corridor.

Thank you,

Bill

Bill Magers
972.978.5721



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 10.

Meeting Date: 03/07/2016

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5939

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Auto Upholstery Shop in a C-2 (General Commercial) District at 3710 Texoma Parkway, being a Part of Lot 3, Block 1, Redick Addition, containing 0.42 acres (Rigoberto Rivas, Owner; and Rivas General Upholstery, Tenant); 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 Rigoberto Rivas (Owner) concerning the property located at 3710 Texoma Parkway, being a part of Lot 3, Block 1, Redick Addition, containing 0.42 acres, to allow an auto upholstery shop in a C-2 (General Commercial) District

Background:

The property is located at 3710 Texoma Parkway, between Gallagher Drive and Frisco Road; Midas and Hertz Car Rental were former tenants. The property is zoned a C-2 (General Commercial) District. Rivas General Upholstery has been in business for a number of years at 2810 Texoma Parkway; they would like to move their business to this location.

Origination:

Rigoberto Rivas (Owner)

Financial Consideration:

None

Staff Recommendation:

At the February 16, 2016 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. 5939

Location Map

Zoning Map

Zoning Photo

Site Plan

Elevations

P&Z Communication

Staff Review Letter

ORDINANCE NO. 5939

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AN AUTO UPHOLSTERY SHOP IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 3710 TEXOMA PARKWAY, BEING A PART OF LOT 3, BLOCK 1, REDICK ADDITION, CONTAINING 0.42 ACRES (RIGOBERTO RIVAS, OWNER; AND RIVAS GENERAL UPHOLSTERY, TENANT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; 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, Rigoberto Rivas (Owner) and Rivas General Upholstery (Tenant) are granted a Specific Use Permit to allow an auto upholstery shop in a C-2 (General Commercial) District at 3710 Texoma Parkway, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, being a part of Lot Three (3) in Block One (1) of REDICK ADDITION to the City of Sherman, Texas, as shown by plat of record in Volume 405, page 87, Deed Records, Grayson County, Texas, and conveyed by I C Leasing, Inc. to Midas Properties, Inc., by deed dated December 30, 1988, recorded in Volume 2020, page 677, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a found ½ inch rebar maintaining the Northeast comer of said Lot Three, the Southeast comer of Lot Two in said Block One conveyed by Donald J. Pursley, et ux to Post-Newsweek Cable by deed dated May 14, 1986, recorded in Volume 1829, page 122, Real Property Records, Grayson County, Texas, on the West right-of-way line of State Highway No. 91 also known as Texoma Parkway;

THENCE South 29 deg. 38 min. 00 sec. West, with the West right-of-way line of said Texoma Parkway, the East line of said Lot Three, a distance of 112.51 feet to a set ½ inch capped rebar stamped SARTIN-3694 for the Easterly Northeast corner of an 0.592 acre tract of land conveyed by Sharon C. Smythe to Bobby L. Walker, et ux by deed dated May 1, 2002, recorded in Volume 3242, page 813, Official Public Records, Grayson County, Texas;

THENCE North 87 deg. 40 min. 53 sec. West, with a North line of said 0.592 acre tract, a distance of 131.30 feet to a found ½ inch rebar maintaining an ell comer of said tract;

THENCE North 02 deg. 18 min. 00 sec. East, with an East line of said 0.592 acre tract, a distance of 80.12 feet to a set ½ inch capped rebar stamped SARTIN-3694 for its Northerly Northeast comer;

THENCE North 87 deg. 21 min. 49 sec. West, with a North line of said 0.592 acre tract, a distance of 136.31 feet to a set ½ inch capped rebar stamped SARTIN-3694 for its Northwest comer, on the West line of said Lot Three, the East right-of-way line of the abandoned M.K. & T. Railroad;

THENCE North 37 deg. 25 min. 27 sec. East, with the West line of said Lot Three, the East right-of-way line of said M.K. & T. Railroad, a distance of 23.54 feet to a found ½ inch rebar maintaining the Northwest comer of said Lot Three, the Southwest comer of said Lot Two;

THENCE South 87 deg. 39 min. 02 sec. East, with the North line of said Lot Three, the South line of said Lot Two, a distance of 305.73 feet to the **PLACE OF BEGINNING and containing 0.42 ACRES OF LAND, more or less.....**

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

Zoning:

1. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires or parts is allowed.
2. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt.

3. All parking shall be on private property and shall not encroach into the Texoma Parkway right-of-way; a parking space is considered to be 9'x20'.
4. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
5. Shall comply with all EPA, City, Federal and State regulations for this use.
6. Violation of the conditions of the SUP will terminate the Specific Use Permit.
7. Review the zoning and development ordinance for additional requirements.
8. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

9. The location of trash receptors must be approved by the Director of Public Works.
10. Drive approaches and sidewalks shall conform to TxDOT and City of Sherman standards and a permit is required from City of Sherman Engineering Department. Any special requirements by TxDOT shall be met.

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 _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



Sherman
CLASSIC TOWN. BROAD HORIZON.

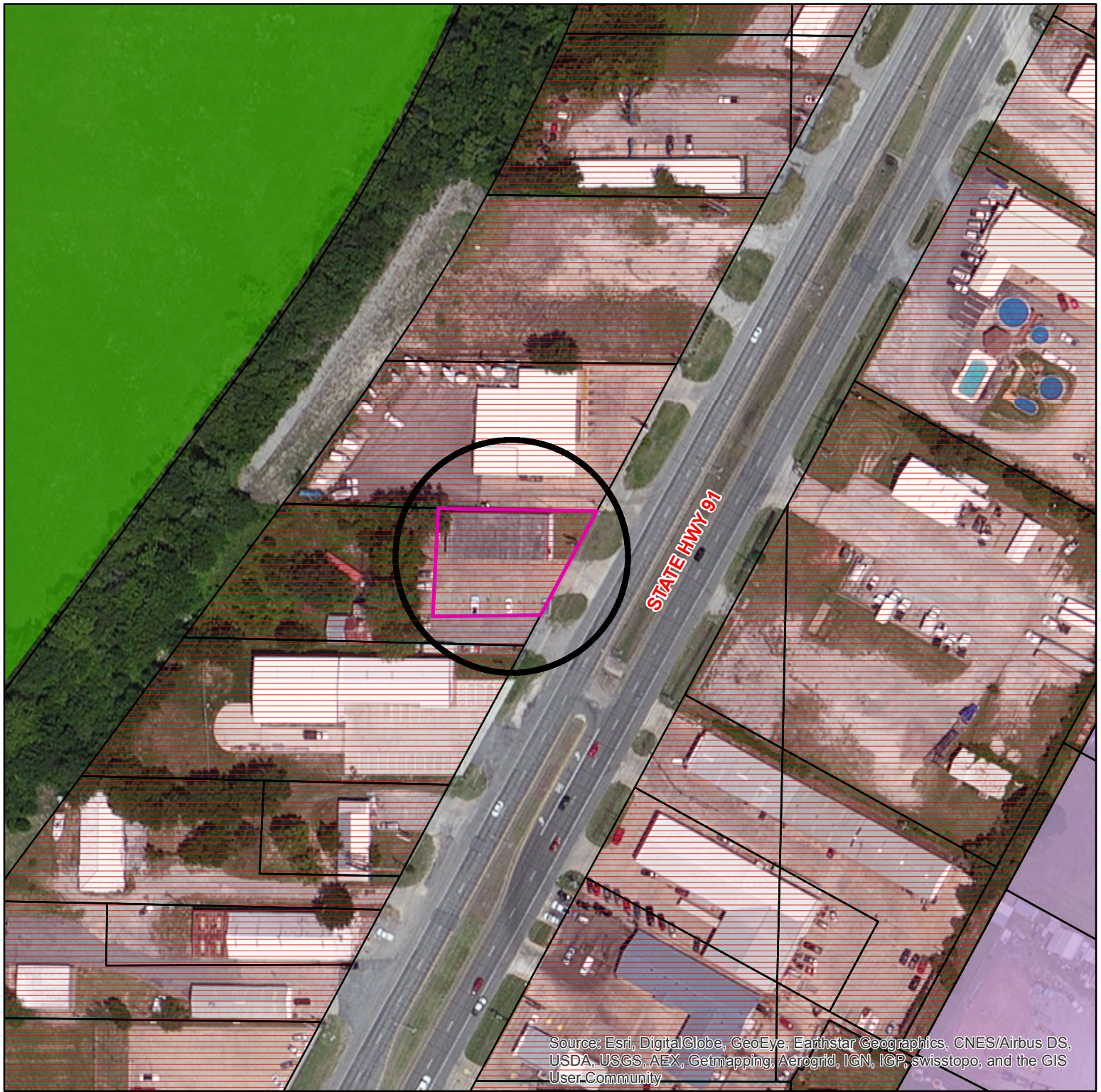
City of Sherman, Texas
Developmental Services Department

3710 Texoma Parkway



NOT TO SCALE

1 in = 130 ft



Zoning - 3710 Texoma Parkway

Legend	
Transportation Corridors Overlay	DISTRICT_NAME
HWY_NAME	
FM 1417	Arts and Cultural District
Sam Rayburn Freeway	Blalock Commercial Overlay District
US Hwy 82 and 75	Central Business District
Special Districts Overlay	College Park District
	Downtown Overlay District
	Historic Preservation District
	ZONING PARCELS
	Zoning Classification
	Unknown
	BIP Blalock Industrial Park
	C-1 Retail Business District
	C-2 General Commercial District
	CO Office District
	Lakes
	M-1 Light Manufacturing District
	M-1.5 Medium Manufacturing District
	M-2 Heavy Manufacturing District
	MH Manufacturing Housing District
	R-1 One Family Residential District
	R-2 Multi-Family Residential District
	R-A Single Family Agricultural District
	SF-1 Single Family Residential District

Sherman
CLASSIC TOWN. BROAD HORIZON.

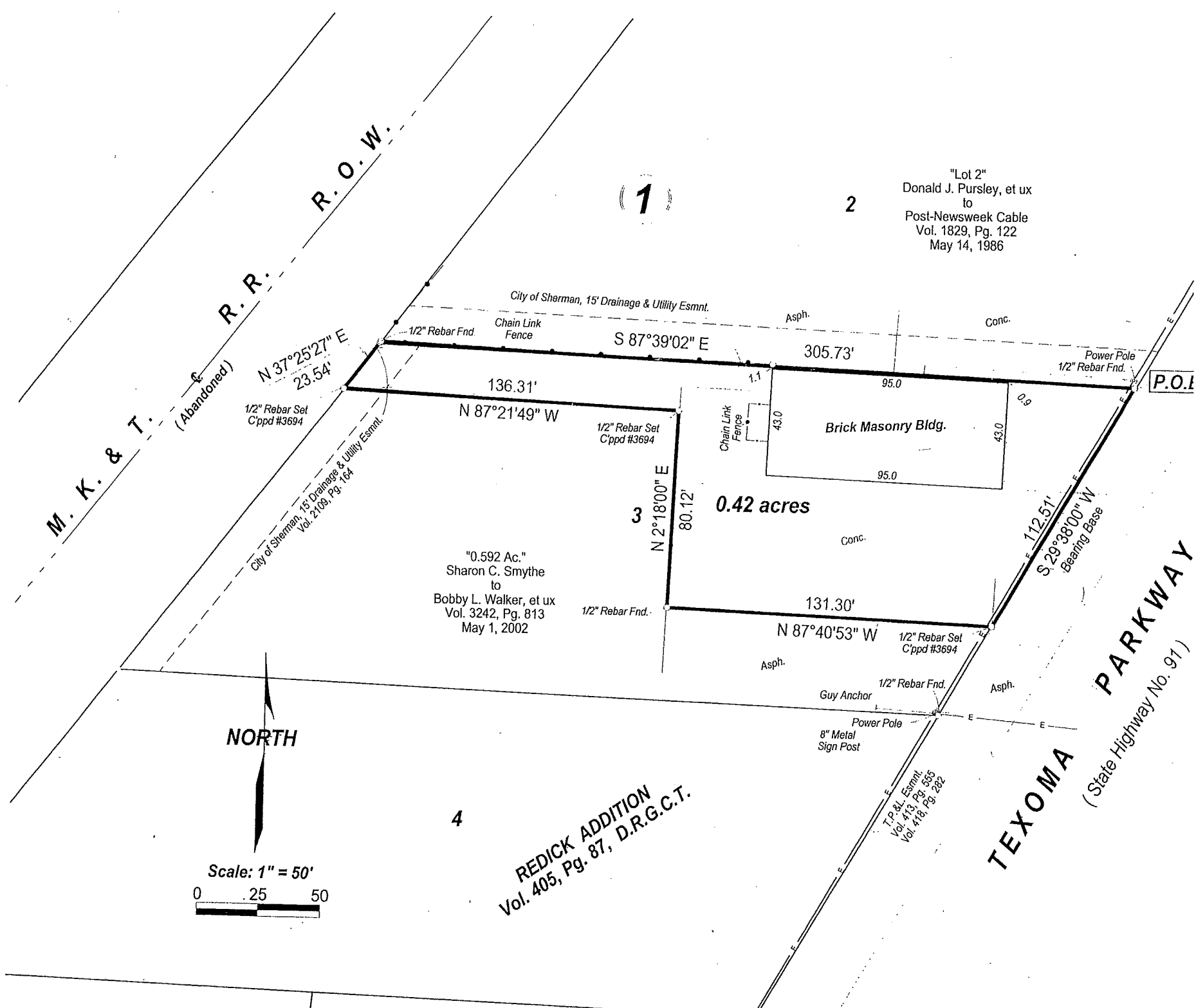
City of Sherman, Texas
Developmental Services Department



1 in = 130 ft

3710 Texoma Pkwy









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

Agenda Item No. 6.

Meeting Date: 02/16/2016

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

3710 TEXOMA PARKWAY

The request of Rigoberto Rivas (Owner) and Rivas General Upholstery (Tenant) concerning the property at 3710 Texoma Parkway, being a part of Lot 3, Block 1, Redick Addition, containing 0.42 acres, as follows;

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow an auto upholstery shop in a C-2 (General Commercial) District.

Background:

The property is located at 3710 Texoma Parkway between Gallagher Drive and Frisco Road; Midas and Hertz Car Rental were former tenants. The property is zoned a C-2 (General Commercial) District. Rivas General Upholstery has been in business for a number of years at 2810 Texoma Parkway; they would like to move their business to this location.

Adjacent Zoning:

C-2 (General Commercial) District

Origination:

Rigoberto Rivas (Owner)

Rivas Upholstery (Tenant)

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:

7

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Photo

Site Plan

Elevations

Staff Review Letter

STAFF REVIEW LETTER

February 11, 2016

Rigoberto Rivas
1630 W. Bond
Denison, TX 75020

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow an auto upholstery shop in a C-2 (General Commercial) District for the property located at 3710 Texoma Parkway, has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 16, 2016 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. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires or parts is allowed.
2. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt
3. All parking shall be on private property and shall not encroach into the Texoma Parkway right-of-way; a parking space is considered to be 9'x20'.
4. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
5. Shall comply with all EPA, City, Federal and State regulations for this use.
6. Violation of the conditions of the SUP will terminate the Specific Use Permit.
7. Review the zoning and development ordinance for additional requirements.
8. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

9. The location of trash receptors must be approved by the Director of Public Works.
10. Drive approaches and sidewalks shall conform to TxDOT and City of Sherman standards and a permit is required from City of Sherman Engineering Department. Any special requirements by TxDOT shall be met.

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

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

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

Respectfully,



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

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., City Engineer
Steve Ayers, Dir. Of Community and Support Services

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Lisa Whitfield, Engineering & Development Coordinator
Don Keene, Asst. City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 11.

Meeting Date: 03/07/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5940

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 2007 North Travis Street, being 1.393 acres in the J.B. McAnair Survey, Abstract No. 763 (Barry L. and Jessie Burton, Owners; and Michael Clark, Winkelmann & Associates, Inc., Engineer/Surveyor)

Issue:

To consider the request from Barry L. and Jessie Burton (Owners) and Michael Clark, Winkelmann & Associates, Inc. (Engineer/Surveyor) for a zone change from an R-1 (One Family Residential) District to a C-1 (Retail Business) District concerning the property at 2007 North Travis Street

Background:

The property is located at 2007 North Travis Street, between Dexter and Burton Streets. The property is zoned an R-1 (One Family Residential) District; and the owner would like to rezone the property to a C-1 (Retail Business) District for commercial development. The proposed use is to allow a Kroger Marketplace, a fuel sales facility, and three tracts for retail and a restaurant.

Origination:

Barry L. and Jessie Burton (Owners)

Michael Clark, Winkelmann & Associates, Inc. (Engineer/Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 16, 2016 regular meeting, the Planning and Zoning Commission voted 8/0 to approve the zone change subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 5940

Location Map

Zoning Map

Zoning Photo

Narrative

Survey

Site Plan

P&Z Communication

ORDINANCE NO. 5940

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 2007 NORTH TRAVIS STREET, BEING 1.393 ACRES IN THE J.B. MCANAI SURVEY, ABSTRACT NO. 763 (BARRY L. AND JESSIE BURTON, OWNERS; AND MICHAEL CLARK, WINKELMANN & ASSOCIATES, INC., ENGINEER/SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, the following described property shall be in the C-1 (Retail Business) District at 2007 North Travis Street, and that Section 12, 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. MCANAI SURVEY, ABSTRACT NO. 763, City of Sherman, Grayson County, Texas and being all of the same tract of land as described in deed to Barry Lee and Jessie Burton, recorded in Volume 2736, Page 370, Deed Records, Grayson County, Texas (D.R.G.C.T.) and being more particularly described as follows:

BEGINNING at a 3/8 inch iron rod found for corner, said iron rod being situated in northeasterly right-of-way line of Travis Street (variable width right-of-way) and being the northwest corner of a tract of land as described in deed to Grover C. Tuggle, recorded in Volume 2487, Page 480, D.R.G.C.T. and being the southwest corner of said Burton tract;

THENCE North 14 deg 36 min 15 sec West, along said northeasterly right-of-way line and along the southwest line of said Burton tract, a distance of 118.45 feet to a point for corner from which a 1/2 inch iron rod found bears North 63 deg 29 min 11 sec West, a distance of 0.47 feet, said point being the northwest corner of said Burton tract;

THENCE North 74 deg 37 min 44 sec East, departing the northeasterly right-of-way line of said Travis Street and the southwesterly line of said Burton tract and along the northwesterly line of said Burton tract, a distance of 505.00 feet to a point for corner from which a 1/2 inch iron rod found bears North 69 deg 31 min 02 sec West, a distance of 0.24 feet, said point being the northeasterly corner of said Burton tract;

THENCE South 14 deg 36 min 15 sec East, departing the northwest line and along the northeast line of said Burton tract, a distance of 121.81 feet to a point for corner from which a 1/2 inch iron rod found bears North 09 deg 52 min 52 sec West, a distance of 1.13 feet, said point being situated in the northwesterly line of Lot 1, Block 1, James Plaza Addition, an addition to the City of Sherman, Grayson County, Texas according to the plat thereof recorded in Volume 13, Page 60, Plat Records, Grayson County, Texas (P.R.G.C.T.);

THENCE South 75 deg 00 min 35 sec West, departing the northeast line and along the southeast line of said Burton tract and along the northwest line of said Lot 1, Block 1, a distance of 504.97 feet to the **POINT OF BEGINNING**.

CONTAINING within these metes and bounds 1.393 acres or 60,661 square feet of land, more or less.....

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

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

SECTION 4. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

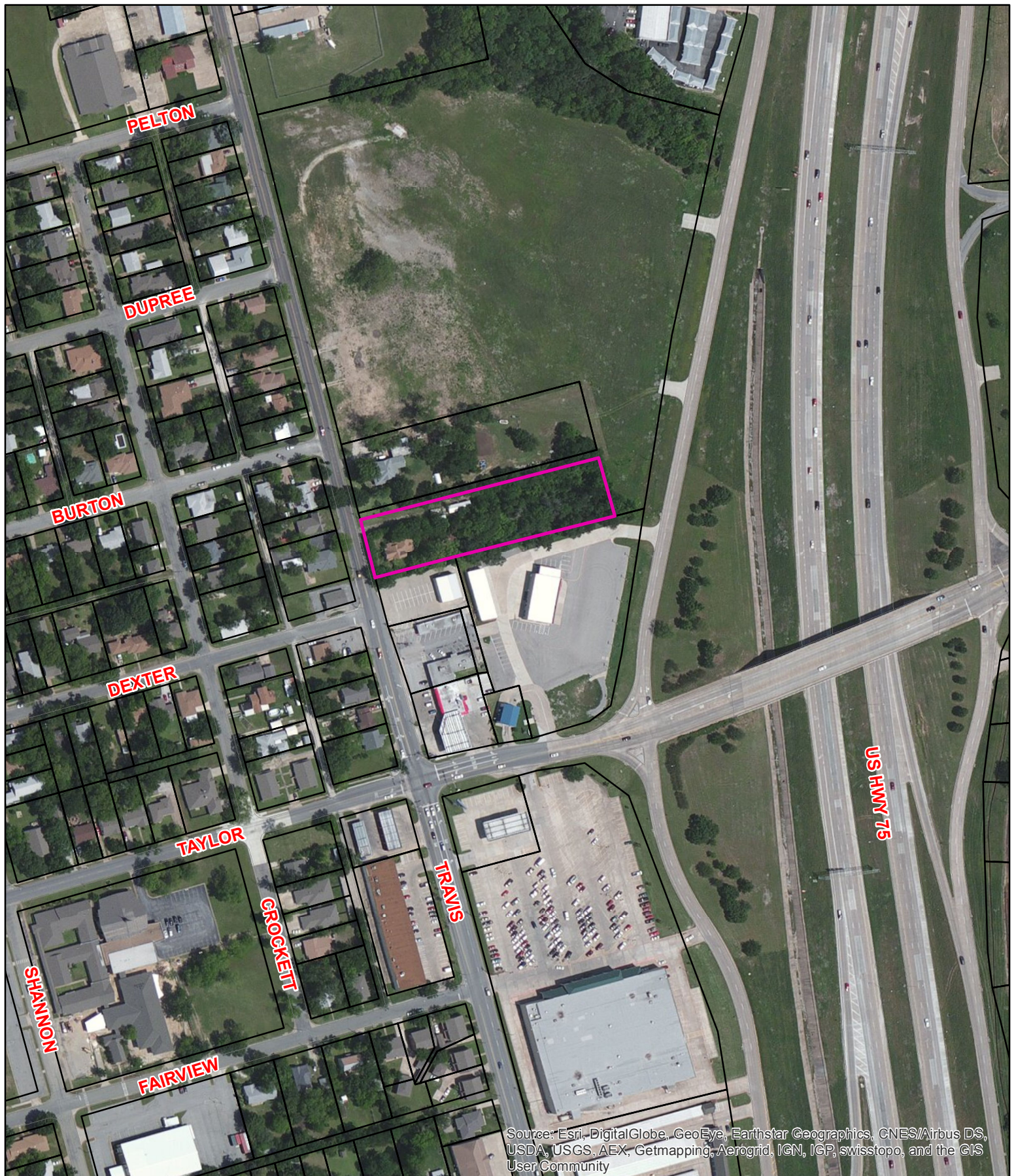
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



2007 N. Travis

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 251 ft



Zoning - 2007 N. Travis

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District

Legend

- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

ZONING PARCELS

Zoning Classification

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 200 ft

2007 N. Travis



**Kroger 825
City of Sherman
Zoning & Site Plan
Land Use Statement
01-25-16**

The proposed Zoning & Site Plan request is being submitted to allow for the rezoning of two residential tracts to C-1 to match the surrounding zoning and allow the proposed uses.

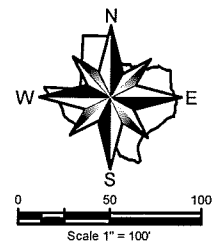
The Property is bound on the West by Travis Street, the South by Taylor Street, and the East by U.S. 75. The tract consists of 18.15 Acres of land.

The property is currently zoned R-1 & C-1. The surrounding land to the North is zoned C-2. The land to the west is zoned R-1.

The property and buildings are currently unoccupied except for the hard corner which will be redeveloped.

The proposed use is to allow for a Kroger Marketplace and related fuels sales facility along with 3 tracts for retail and restaurant.

TRAVIS STREET
(variable width right-of-way)



LOT 1, BLOCK 2
INDEPENDENCE
SQUARE ADDITION,
SECTION THREE
VOLUME 10, PAGE 11

G.W. KIERSAY
VOL. 177, PG. 317
1.623 ACRES
(70,694 SQ. FT.)

BARRY LEE &
JESSIE BURTON
VOL. 2736, PG. 370
1.393 ACRES
(60,661 SQ. FT.)

LOT 1, BLOCK 1
JAMES PLAZA ADDITION
VOLUME 13, PAGE 60
2.288 ACRES
(99,663 SQ. FT.)

PLANTER
GROVER C. TUGGLE
VOL. 2487, PG. 480

GROVER C. TUGGLE
VOL. 2458, PG. 426

N. SAM RAYBURN FWY.
(U.S. HIGHWAY 75, variable width right-of-way)

**POINT OF
BEGINNING**

**SHEET
1 OF 2**

EXHIBIT A
ZONING EXHIBIT
BARRY LEE & JESSIE BURTON TRACT
1.393 ACRES
REQUESTED ZONING: C-1 COMMERCIAL
SHERMAN, TEXAS



**Winkelmann
& Associates, Inc.**

CONSULTING CIVIL ENGINEERS ■ SURVEYORS
6750 HILLCREST PLAZA DRIVE, SUITE 525
DALLAS, TEXAS 75230
(972) 486-7090
(972) 486-7099 FAX

Texas Engineers Registration No. 89
Firm Registration/License No. 1008650 Expires 12-31-16
COPYRIGHT © 2016, Winkelmann & Associates, Inc.

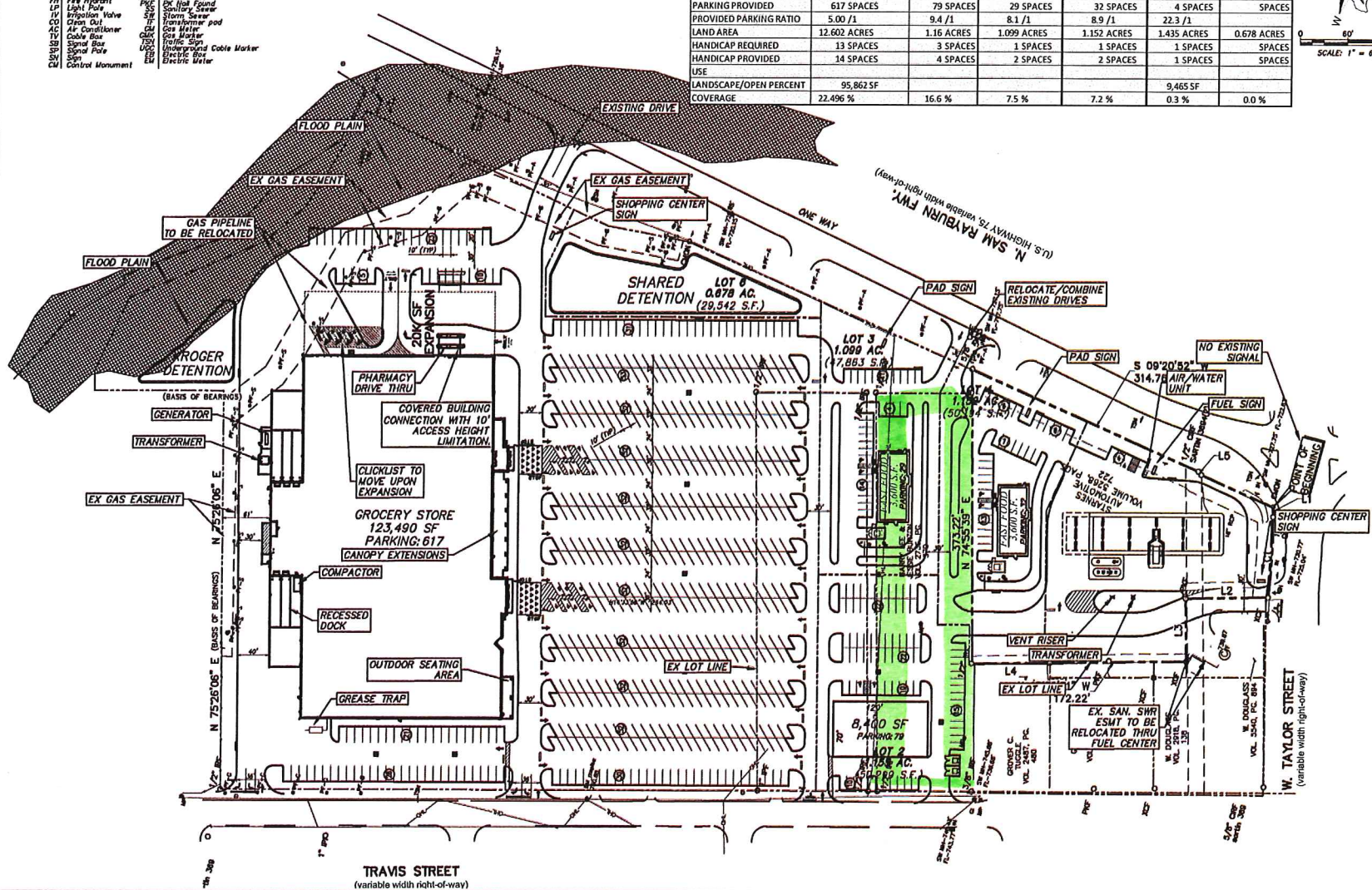
Scale:	1"=100'
Date:	01-25-2016
Dwg. File:	31592-ZONING EXHIBITS
Project No.:	31592 (\$W825)

LEGEND

Winkelmann & Associates, Inc.
CORRECTIONAL CIVIL ENGINEERS & SURVEYORS
10714 40th Street, Suite 200
San Diego, CA 92123
(619) 451-7900
(619) 451-7901
(619) 451-7902

E. TAYLOR ST. AND N. TRANS ST.
SHERMAN, TEXAS

© 1315 021 DocId 37045174





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

Agenda Item No. 10.

Meeting Date: 02/16/2016

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

2007 N TRAVIS STREET

The request of Barry L. & Jessie Burton (Owners) and Michael Clark, Winkelmann & Associates, Inc. (Engineer/Surveyor) concerning the property at 2007 N. Travis Street, being 1.393 acres in the J.B. McAnair Survey, Abstract No. 763, as follows;

Planning and Zoning Commission

Zone change and site plan approval under Ordinance No. 2280, Section 12, from an R-1 (One Family Residential) District to a C-1 (Retail Business) District.

Background:

The property is located at 2007 North Travis Street between Dexter and Burton Streets. The property is zoned an R-1 (One Family Residential) District and the owner would like to rezone the property to a C-1 (Retail Business) District for commercial development. The proposed use is to allow a Kroger Marketplace, a fuel sales facility and three tracts for retail and a restaurant.

Adjacent Zoning:

C-1 (Retail Business) District

R-1 (One Family Residential) District

Origination:

Barry L. & Jessie Burton (Owners)

Michael Clark, Winkelmann & Associates, Inc. (Engineer/Surveyor)

Master Plan Designation:

Estate – Estate is a large lot residential use (1-5 acres) with open space and a rural street network (ditches and no sidewalk). These homes are unlikely to have access to full service public utilities, especially sewer service.

Number of notices mailed:

9

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Photo

Narrative

Survey

Site Plan



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 12.

Meeting Date: 03/07/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5941

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 2021 North Travis Street, being 1.623 acres in the J.B. McAnair Survey, Abstract No. 763 (Russell Spears, Owner; and Michael Clark, Winkelmann & Associates, Inc., Engineer/Surveyor)

Issue:

To consider the request from Russell Spears (Owner) and Michael Clark, Winkelmann & Associates, Inc. (Engineer/Surveyor) for a zone change from an R-1 (One Family Residential) District to a C-1 (Retail Business) District concerning the property at 2021 North Travis Street

Background:

The property is located at 2021 North Travis Street, between Dexter and Burton Streets. The property is zoned an R-1 (One Family Residential) District; and the owner would like to rezone the property to a C-1 (Retail Business) District for commercial development. The proposed use is to allow a Kroger Marketplace, a fuel sales facility, and three tracts for retail and a restaurant.

Origination:

Russell Spears (Owner)

Michael Clark, Winkelmann & Associates, Inc. (Engineer/Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 16, 2016 regular meeting, the Planning and Zoning Commission voted 8/0 to approve the zone change subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 5941

Location Map

Zoning Map

Zoning Photo

Narrative

Survey

Site Plan

P&Z Communication

ORDINANCE NO. 5941

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 2021 NORTH TRAVIS STREET, BEING 1.623 ACRES IN THE J.B. MCANAI SURVEY, ABSTRACT NO. 763 (RUSSELL SPEARS, OWNER; AND MICHAEL CLARK, WINKELMANN & ASSOCIATES, INC., ENGINEER/SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, the following described property shall be in the C-1 (Retail Business) District at 2021 North Travis Street, and that Section 12, 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. MCANAI SURVEY, ABSTRACT NO. 763, City of Sherman, Grayson County, Texas and being all of the same tract of land as described in deed to G.W. Kiersay, recorded in Volume 177, Page 317, Deed Records, Grayson County, Texas and being more particularly described as follows:

BEGINNING at a point for corner from which a 1 inch iron pipe found bears North 05 deg 13 min 17 sec East, a distance of 0.27 feet, said point being situated in northeasterly right-of-way line of Travis Street (variable width right-of-way) and being the most northerly southwest corner of Lot 1, Block 2, Independence Square Addition, Section Three, an addition to the City of Sherman, Grayson County, Texas according to the plat thereof recorded in Volume 10, Page 11, Plat Records, Grayson County, Texas (P.R.G.C.T.);

THENCE North 74 deg 37 min 44 sec East, departing said northeasterly right-of-way line and along a south line of said Lot 1, Block 2, a distance of 505.00 feet to a 1/2 inch iron rod found for corner;

THENCE South 14 deg 36 min 15 sec East, departing said south line and along a west line of said Lot 1, Block 2, a distance of 140.00 feet to a point for corner from which a 1/2 inch iron rod found bears North 71 deg 01 min 43 sec West, a distance of 0.25 feet;

THENCE South 74 deg 37 min 44 sec West, departing said west line and along a north line of said Lot 1, Block 2, a distance of 505.00 feet to a point for corner from which a 1/2 inch iron rod found bears South 89 deg 03 min 35 sec West, a distance of 0.36 feet, said point being situated in the northeasterly right-of-way line of said Travis Street;

THENCE North 14 deg 36 min 15 sec West, along said northeasterly right-of-way line, a distance of 140.00 feet to the **POINT OF BEGINNING**.

CONTAINING within these metes and bounds 1.623 acres or 70,694 square feet of land, more or less.....

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

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

SECTION 4. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

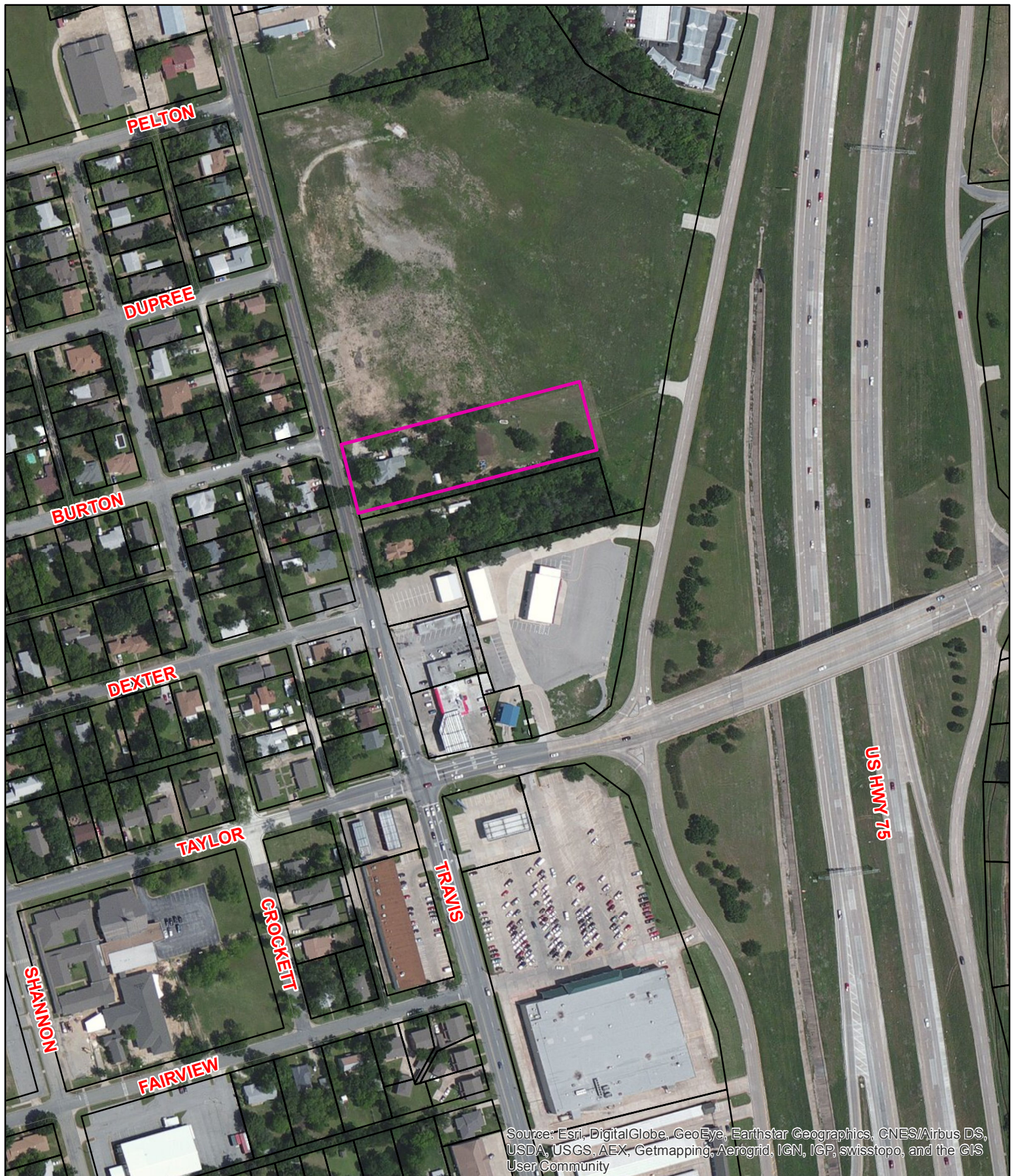
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



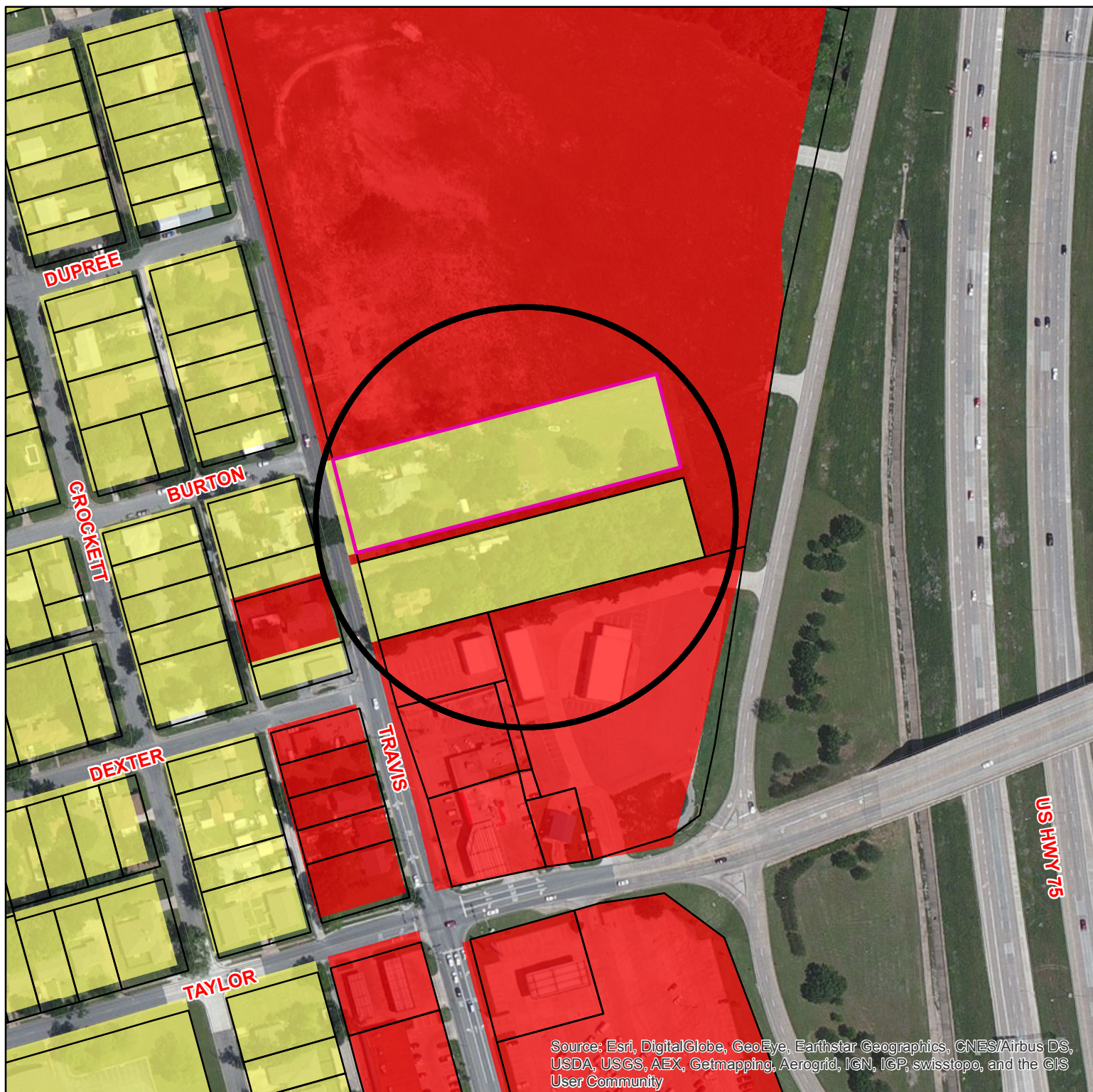
2021 N. Travis

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 251 ft



Zoning - 2021 N. Travis



City of Sherman, Texas
Developmental Services Department

Special Districts Overlay		Legend	
DISTRICT_NAME			
Arts and Cultural District		Central Business District	
Blalock Commercial Overlay District		College Park District	
		Downtown Overlay District	
		Historic Preservation District	
ZONING PARCELS		Zoning Classification	
		Unknown	
		BIP Blalock Industrial Park	
		C-1 Retail Business District	
		C-2 General Commercial District	
		CO Office District	
		Lakes	
		M-1 Light Manufacturing District	
		M-1.5 Medium Manufacturing District	
		M-2 Heavy Manufacturing District	
		MH Manufacturing Housing District	
		R-1 One Family Residential District	
		R-2 Multi-Family Residential District	
		R-A Single Family Agricultural District	
		SF-1 Single Family Residential District	



NOT TO SCALE

1 in = 200 ft

2021 N. Travis



**Kroger 825
City of Sherman
Zoning & Site Plan
Land Use Statement
01-25-16**

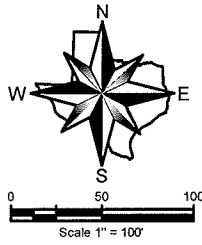
The proposed Zoning & Site Plan request is being submitted to allow for the rezoning of two residential tracts to C-1 to match the surrounding zoning and allow the proposed uses.

The Property is bound on the West by Travis Street, the South by Taylor Street, and the East by U.S. 75. The tract consists of 18.15 Acres of land.

The property is currently zoned R-1 & C-1. The surrounding land to the North is zoned C-2. The land to the west is zoned R-1.

The property and buildings are currently unoccupied except for the hard corner which will be redeveloped.

The proposed use is to allow for a Kroger Marketplace and related fuels sales facility along with 3 tracts for retail and restaurant.



LOT 1, BLOCK 2
INDEPENDENCE
SQUARE ADDITION,
SECTION THREE
VOLUME 10, PAGE 11

G.W. KIERSAY
VOL. 177, PG. 317
1.623 ACRES
(70,694 SQ. FT.)

BARRY LEE &
JESSIE BURTON
VOL. 2736, PG. 370
1.393 ACRES
(60,661 SQ. FT.)

LOT 1, BLOCK 1
JAMES PLAZA ADDITION
VOLUME 13, PAGE 60
2.288 ACRES
(99,663 SQ. FT.)

GROVER C. TUGGLE
VOL. 2487, PG. 480

GROVER C. TUGGLE
VOL. 2458, PG. 426

POINT OF
BEGINNING

TRAVIS STREET
(variable width right-of-way)

N. SAM RAYBURN FWY.
(U.S. HIGHWAY 75, variable width right-of-way)

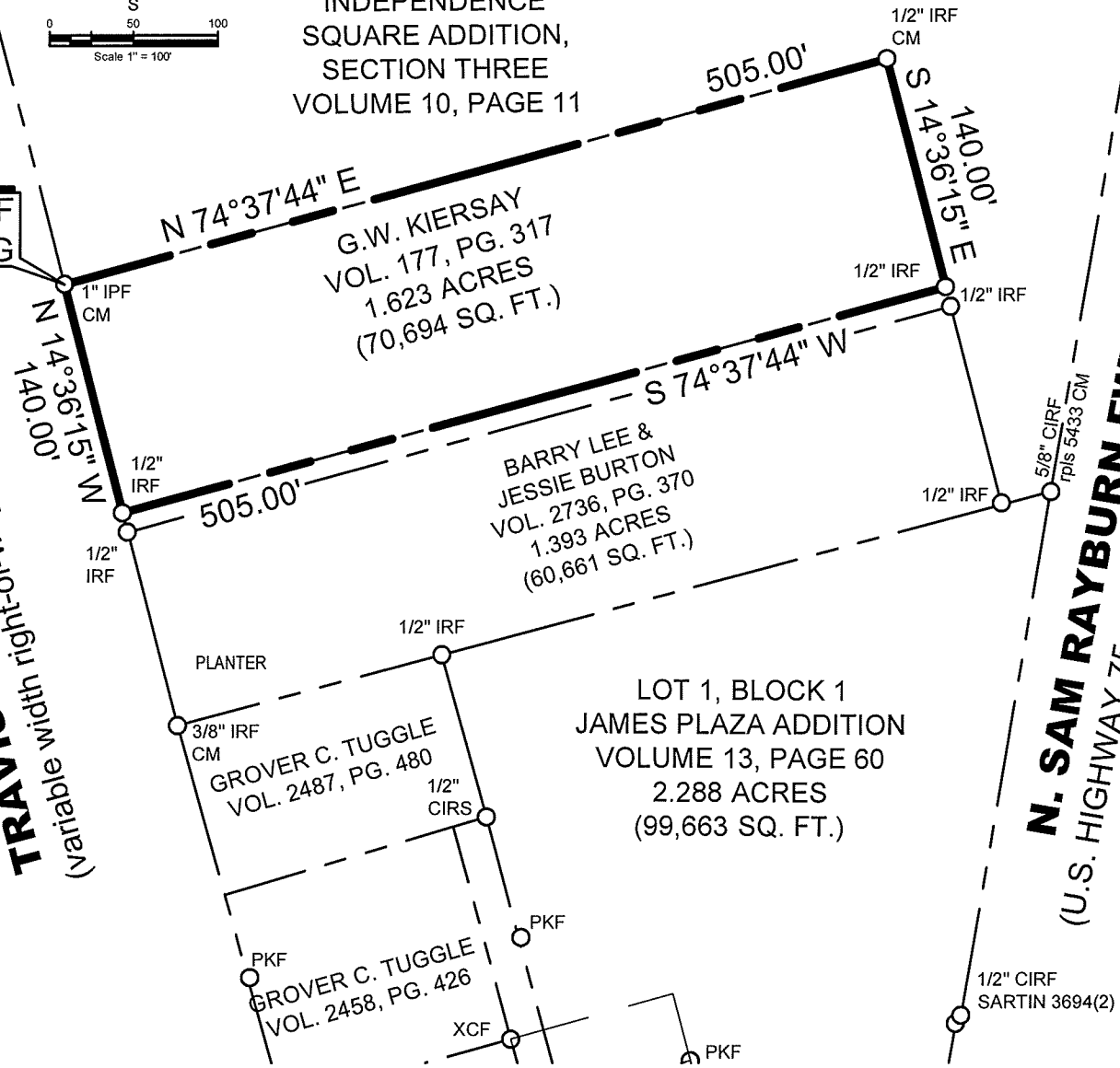


EXHIBIT A
ZONING EXHIBIT

G.W. KIERSAY TRACT
1.623 ACRES
REQUESTED ZONING: C-1 COMMERCIAL
SHERMAN, TEXAS

Winkelmann
& Associates, Inc.

CONSULTING CIVIL ENGINEERS & SURVEYORS
6750 HILLCREST PLAZA DRIVE, SUITE 325
DALLAS, TEXAS 75230
(972) 480-7000
(972) 480-7099 FAX

Texas Engineers Registration No. 89
Firm Registration Expires 12-31-16
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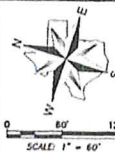
Scale: 1"=100'
Date: 01-25-2016
Dwg. File: 31592-ZONING EXHIBITS
Project No.: 31592 (SW625)

LEGEND

PP	Power Pole	RF	Iron Rod Found
GW	Gas Wire	RFS	Iron Rod Set w/ gas "dot"
MB	Manhole	CRS	Iron Rod Set w/ gas "dot"
WV	Water Valve	CRF	Iron Rod Found w/ gas "dot"
TP	Telephone Pedestal	CRS	Iron Rod Set w/ gas "dot"
WU	Water Utility	CRF	Iron Rod Found w/ gas "dot"
FL	Fire Hydrant	CRS	Iron Rod Set w/ gas "dot"
LP	Light Pole	CRF	Iron Rod Found w/ gas "dot"
IV	Irrigation Valve	CRS	Iron Rod Set w/ gas "dot"
CO	Chain Out	CRF	Iron Rod Found w/ gas "dot"
AC	Air Conditioner	CRS	Iron Rod Set w/ gas "dot"
CB	Cable Box	CRF	Iron Rod Found w/ gas "dot"
SB	Signal Box	CRS	Iron Rod Set w/ gas "dot"
SP	Signal Pole	CRF	Iron Rod Found w/ gas "dot"
CU	Control Monument	CRS	Iron Rod Set w/ gas "dot"

SITE DATA TABLE

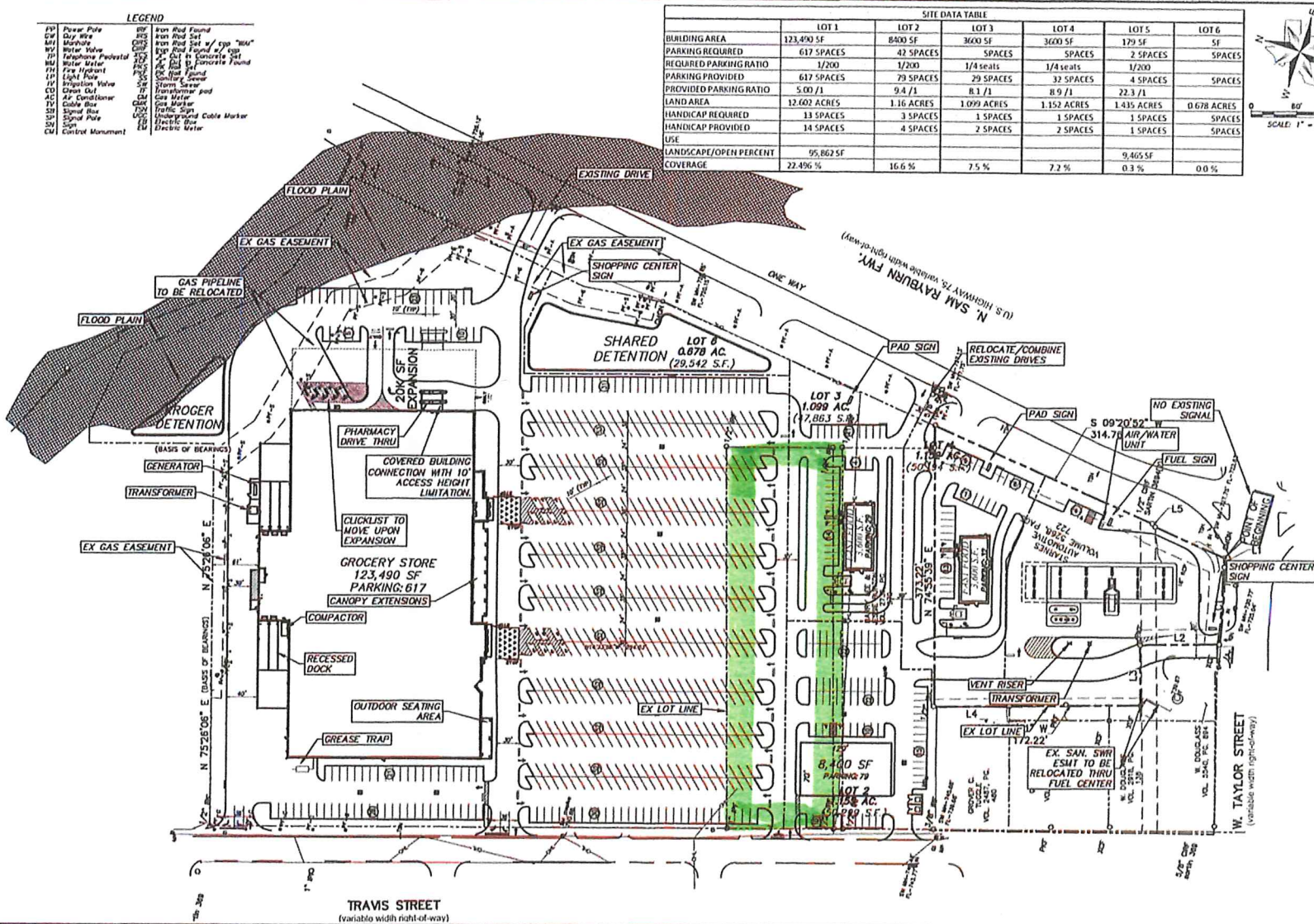
	LOT 1	LOT 2	LOT 3	LOT 4	LOT 5	LOT 6
BUILDING AREA	123,490 SF	8400 SF	3600 SF	3600 SF	179 SF	SF
PARKING REQUIRED	617 SPACES	42 SPACES	SPACES	SPACES	2 SPACES	SPACES
REQUIRED PARKING RATIO	1/200	1/200	1/4 seats	1/4 seats	1/200	SPACES
PARKING PROVIDED	617 SPACES	79 SPACES	29 SPACES	32 SPACES	4 SPACES	SPACES
PROVIDED PARKING RATIO	5.00 / 1	9.4 / 1	8.1 / 1	8.9 / 1	22.3 / 1	SPACES
LAND AREA	12.602 ACRES	1.16 ACRES	1.099 ACRES	1.152 ACRES	1.435 ACRES	0.678 ACRES
HANDICAP REQUIRED	13 SPACES	3 SPACES	1 SPACES	1 SPACES	1 SPACES	SPACES
HANDICAP PROVIDED	14 SPACES	4 SPACES	2 SPACES	2 SPACES	1 SPACES	SPACES
USE						
LANDSCAPE/OPEN PERCENT	95,862 SF				9,465 SF	
COVERAGE	22.496 %	16.6 %	7.5 %	7.2 %	0.3 %	0.0 %



1	12/07/2014	U.C.
2	11/24/2014	U.C.
3	11/24/2014	U.C.
4	11/24/2014	U.C.
5	11/24/2014	U.C.
6	11/24/2014	U.C.
7	11/24/2014	U.C.
8	11/24/2014	U.C.
9	11/24/2014	U.C.
10	11/24/2014	U.C.
11	11/24/2014	U.C.
12	11/24/2014	U.C.
13	11/24/2014	U.C.
14	11/24/2014	U.C.
15	11/24/2014	U.C.
16	11/24/2014	U.C.
17	11/24/2014	U.C.
18	11/24/2014	U.C.
19	11/24/2014	U.C.
20	11/24/2014	U.C.
21	11/24/2014	U.C.
22	11/24/2014	U.C.
23	11/24/2014	U.C.
24	11/24/2014	U.C.
25	11/24/2014	U.C.
26	11/24/2014	U.C.
27	11/24/2014	U.C.
28	11/24/2014	U.C.
29	11/24/2014	U.C.
30	11/24/2014	U.C.
31	11/24/2014	U.C.
32	11/24/2014	U.C.
33	11/24/2014	U.C.
34	11/24/2014	U.C.
35	11/24/2014	U.C.
36	11/24/2014	U.C.
37	11/24/2014	U.C.
38	11/24/2014	U.C.
39	11/24/2014	U.C.
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42	11/24/2014	U.C.
43	11/24/2014	U.C.
44	11/24/2014	U.C.
45	11/24/2014	U.C.
46	11/24/2014	U.C.
47	11/24/2014	U.C.
48	11/24/2014	U.C.
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94	11/24/2014	U.C.
95	11/24/2014	U.C.
96	11/24/2014	U.C.
97	11/24/2014	U.C.
98	11/24/2014	U.C.
99	11/24/2014	U.C.
100	11/24/2014	U.C.



SITE PLAN H
E. TAYLOR ST. AND N. TRAVIS ST.
SHERMAN, TEXAS





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

Agenda Item No. 11.

Meeting Date: 02/16/2016

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

2021 N TRAVIS STREET

The request of Russell Spears (Owner) and Michael Clark, Winkelmann & Associates, Inc. (Engineer/Surveyor) concerning the property at 2021 N. Travis Street, being 1.623 acres in the J.B. McAnair Survey, Abstract No. 763, as follows;

Planning and Zoning Commission

Zone change and site plan approval under Ordinance No. 2280, Section 12, from an R-1 (One Family Residential) District to a C-1 (Retail Business) District.

Background:

The property is located at 2021 North Travis Street between Dexter and Burton Streets. The property is zoned an R-1 (One Family Residential) District and the owner would like to rezone the property to a C-1 (Retail Business) District for commercial development. The proposed use is to allow a Kroger Marketplace, a fuel sales facility and three tracts for retail and a restaurant.

Adjacent Zoning:

C-1 (Retail Business) District

R-1 (One Family Residential) District

Origination:

Russell Spears (Owner)

Michael Clark, Winkelmann & Associates, Inc. (Engineer/Surveyor)

Master Plan Designation:

Estate – Estate is a large lot residential use (1-5 acres) with open space and a rural street network (ditches and no sidewalk). These homes are unlikely to have access to full service public utilities, especially sewer service.

Number of notices mailed:

10

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Photo

Narrative

Survey

Site Plan



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 13.

Meeting Date: 03/07/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5931, 5932, 5933, 5934, 5935, 5936, 5937, 5938, 5939, 5940 and 5941

Issue:

B. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5931

Extending the Corporate Limits of Said City so as to Annex Approximately 274 Acres of Land Near Friendship Road and State Highway 56, Adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; Providing for a Municipal Service Plan

B. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5932

Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled "General Zoning Ordinance", at Section 8, entitled "Administration and Enforcement; Building Permits, Certificates of Zoning Compliance, Temporary Use Permits, and Specific Use Permits", Subsection 4, entitled "Temporary Use Permits", to Delete in its Entirety Paragraph (4.1), entitled "Mobile Food Vendor"

B. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5933

Amending Chapter 6 of the Code of Ordinances, entitled "Health and Sanitation", at Article 6.02, entitled "Food Establishments", Section 6.02.001, entitled "Adoption of State Food Establishment Rules; Definitions", and Providing for a New Section 6.02.008 to be entitled "Additional Requirements for Mobile Food Units (MFU)"

B. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5934

Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled "General Zoning Ordinance", at Section 8, Subsection (5)(A), Amending the Requirements for a Specific Use Permit

B. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5935

Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled "General Zoning Ordinance", at Section 6, Subsection 6.4, entitled "C-1 (Retail Business) District"

- B. 7. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5936**
Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled "General Zoning Ordinance", at Section 6, Subsection 6.5, entitled "C-2 (General Commercial) District"
- B. 8. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5937**
Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled "General Zoning Ordinance", at Section 6, Subsection 6.6, entitled "M-1 (Light Manufacturing) District"
- B. 9. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5938**
Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled "General Zoning Ordinance", at Section 6, Subsection 6.8.1, entitled "O-1.1 (F.M. Highway 1417) Overlay District"
- B. 10. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5939**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Auto Upholstery Shop in a C-2 (General Commercial) District at 3710 Texoma Parkway, being a Part of Lot 3, Block 1, Redick Addition, containing 0.42 acres (Rigoberto Rivas, Owner; and Rivas General Upholstery, Tenant); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- B. 11. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5940**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 2007 North Travis Street, being 1.393 acres in the J.B. McAnair Survey, Abstract No. 763 (Barry L. and Jessie Burton, Owners; and Michael Clark, Winkelmann & Associates, Inc., Engineer/Surveyor)
- B. 12. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5941**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 2021 North Travis Street, being 1.623 acres in the J.B. McAnair Survey, Abstract No. 763 (Russell Spears, Owner; and Michael Clark, Winkelmann & Associates, Inc., Engineer/Surveyor)
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 14.

Meeting Date: 03/07/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

C. 5. * RESOLUTION NO. 6064

Authorizing the Purchase of a LEEBOY 8500C Asphalt Paving Machine for the Street Maintenance Department from ROMCO Equipment Co. through the Texas Local Government Purchasing Cooperative (BuyBoard)

D. 3. * OTHER BUSINESS

Consider Request of the 2016 Earth Day Planning Committee to Temporarily Close Certain Streets for the "8th Annual Earth Day Festival" on Saturday, April 23, 2016

D. 4. * OTHER BUSINESS

Final Plat Approval of Palabra De Fe De Sherman Addition, being Part of a Replat of Blocks 5 and 6 of C.J. Keliehor's First Addition, being 11.14 acres in the Charles Carter Survey, Abstract No. 229, including Blocks 5 and 6 of C.J. Keliehor's First Addition; First Pentecostal Church, AKA Faith Church of Sherman, Owner; and Sartin and Associates, Inc., Surveyor (601 and 603 North Harrison Avenue)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 03/07/2016

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6060

Authorizing Execution of an Addendum to an Agreement with Panda Sherman Power, LLC for the Abatement of Ad Valorem Property Taxes within Industrial Reinvestment Zone No. 072009-2, City of Sherman, Texas

Issue:

Approval of a proposed addendum to a property tax abatement agreement between the City of Sherman and Panda Sherman Power, LLC (Panda)

Background:

At the July 20, 2009 meeting, the City Council created Industrial Reinvestment Zone No. 072009-2; and, at the August 3, 2009 meeting, the City Council approved a Tax Abatement Agreement for Panda Sherman Power, LLC to provide incentives for the development and construction of an approximately 750 megawatt natural gas fired, combined cycle, electric generation facility, along with other possible improvements, within this Industrial Reinvestment Zone. The agreement provided for a minimum taxable value of at least \$75 million during the term of the agreement. The current taxable value before abatement is about \$380 million, with about \$150 million being taxable after abatement. While employment at the plant is 20-30 jobs, the level of capital investment makes Panda the largest taxpayer within the city limits by a large margin.

The original agreement granted a ten-year abatement with abatement percentages beginning at 64% in year one and ending with 46% in year ten. Panda has agreed to adjust the percentage for year three (which is Fiscal Year 2017 for the City) from 60% to 40% in exchange for a Chapter 380 economic development agreement that would provide a cash grant in the current year of \$275,000.

Origination:

Panda Sherman Power, LLC, Applicant
Sherman's Tax Reinvestment Committee

Financial Consideration:

The expected change in revenue generated from changing the abatement percentage is about \$275,000 for Fiscal Year 2017, the only year affected by this abatement agreement change.

Staff Recommendation:

It is recommended that the City Council approve the proposed addendum to Panda's tax abatement agreement.

Alternatives:

The City Council could deny the addendum to the tax abatement agreement.

Attachments

Resolution No. 6060

Addendum to Panda Tax Abatement Agreement

RESOLUTION NO. 6060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ADDENDUM TO AN AGREEMENT WITH PANDA SHERMAN POWER, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES WITHIN INDUSTRIAL REINVESTMENT ZONE NO. 072009-2, CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, at the August 3, 2009 meeting, the City Council of the City of Sherman, Texas, held a public hearing and approved Resolution No. 5393 and a Tax Abatement Agreement between the City of Sherman and Panda Sherman Power, LLC (“Panda”); and

WHEREAS, Panda has requested the agreement be amended to provide an additional incentive for one of the years where taxes are abated;

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

SECTION 1. That the Mayor be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Panda Sherman Power, LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an addendum to the agreement with Panda Sherman Power, LLC for the abatement of ad valorem property taxes for a period of ten (10) years, for the continued operation and maintenance of an approximately 750 megawatt natural gas fired, combined cycle, electric generation facility, along with other possible improvements, within Industrial Reinvestment Zone, Number 072009-2, City of Sherman, Texas, in the same or substantially same form as the contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

**ADDENDUM
TO
TAX ABATEMENT AGREEMENT BETWEEN CITY OF SHERMAN, TEXAS
AND PANDA SHERMAN POWER, LLC**

**THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §**

THIS ADDENDUM is entered into between the City of Sherman, Texas, a home rule city and municipal corporation of Grayson County, Texas (“City”), duly acting herein by and through its Mayor, and Panda Sherman Power, LLC, a Delaware limited liability company (“Panda”), acting by and through its authorized officers, as amended to witness the following:

WHEREAS, the parties entered into a Tax Abatement Agreement that was approved by the Sherman City Council on August 3, 2009, in Resolution No. 5393 (hereinafter “Contract”), and is incorporated herein by reference; and

WHEREAS, the parties hereto wish to amend that Contract to properly reflect the intent of the parties;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, warranties and representations herein, the parties hereto agree to amend certain portions of certain paragraphs and exhibits as follows:

I.

By their representative signatures below, in accordance with Section XVII of the Contract, the parties wish to replace Section VI. A. of the Contract with the following:

A. Annual Rates of Abatement – The following shall be the annual rates of abatement for each Qualified Facility and the business personal property located therein or otherwise on the Premises:

Year	Percentage of City Property Taxes Abated
1	64%
2	62%
3	60% 40%
4	58%
5	56%

Year	Percentage of City Property Taxes Abated
6	54%
7	52%
8	50%
9	48%
10	46%

IN WITNESS WHEREOF, the parties have executed this Addendum to stated Contract by signing below. The effective date of this Addendum shall be the date of execution by the Mayor or his designee.

CITY OF SHERMAN, TEXAS

By: _____
David Plyler, Mayor

ATTEST:

By: _____
Linda Ashby, City Clerk

**APPROVED AS TO FORM
AND CONTENT:**

By: _____
Brandon Shelby, City Attorney

**PANDA SHERMAN POWER, LLC,
a Delaware Limited Liability Company**

**By: _____
Ralph Killian, Senior Vice President**

MAYOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §
CITY OF SHERMAN §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared David Plyler, Mayor of the City of Sherman, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Sherman, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution of the City Council for the City of Sherman and that he executed the same as the act of the said City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 2016.

Notary Public in and for the State of Texas

(Typed/Printed Name of Notary)

My Commission Expires:

PANDA’S ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ralph T. Killian, Senior Vice President of Panda Sherman Power, LLC, a Delaware limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as a duly authorized officer of such corporation, and as the act and deed of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 2016.

Notary Public in and for the State of Texas

(Typed/Printed Name of Notary)

My Commission Expires:



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 2.

Meeting Date: 03/07/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6061

Authorizing Execution of an Economic Development Program Agreement with Panda Sherman Power, LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code

Issue:

Approving an Economic Development Program Agreement with Panda Sherman Power, LLC (Panda) for incentives authorized under Chapter 380 (380 Agreement) of the Texas Local Government Code

Background:

At the July 20, 2009 meeting, the City Council created Industrial Reinvestment Zone No. 072009-2; and, at the August 3, 2009 meeting, the City Council approved a Chapter 380 Agreement for Panda Sherman Power, LLC to provide additional incentives for the development and construction of an approximately 750 megawatt natural gas fired, combined cycle, electric generation facility, along with other possible improvements, within this Industrial Reinvestment Zone. The agreement provided a grant of funds, expressed as a percentage of property taxes paid, to the taxpayer, payable only after the entire tax bill has been paid by the taxpayer for the year. The agreement provided a grant for each of the five years covered by the agreement in the amount of 44%, 42%, 40%, 38% and 36%, respectively.

The City has been approached by Panda requesting a Chapter 380 Agreement that would temporarily rebate a portion of its property taxes for the project for the current year in the amount of \$275,000. This agreement is being made in conjunction with a change in the tax abatement agreement, considered under a separate agenda item.

Origination:

Panda Sherman Power, LLC
Robby Hefton, City Manager
Mayor and City Council Members

Financial Consideration:

This agreement will provide a cash grant of \$275,000 to Panda during the current fiscal year. This expense will be offset by an adjustment to the tax abatement agreement modification for Fiscal Year 2017, considered under a separate agenda item.

Staff Recommendation:

It is recommended that the City Council approve the proposed incentive agreement.

Alternatives:

The City Council could deny the agreement.

Attachments

Resolution No. 6061

Exhibit A - "The Project Site" and "Vicinity Map"

RESOLUTION NO. 6061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT WITH PANDA SHERMAN POWER, LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE; 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 Mayor be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Panda Sherman Power, LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Economic Development Program Agreement with Panda Sherman Power, LLC for the grant of incentives pursuant to Chapter 380 of the Texas Local Government Code, for the continued operation and maintenance of an approximately 750 megawatt natural gas fired, combined cycle, electric generation facility, along with other possible improvements, within Industrial Reinvestment Zone, Number 072009-2, City of Sherman, Texas, in the same or substantially same form as the contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

EXHIBIT A
“THE PROJECT SITE”

INDUSTRIAL REINVESTMENT ZONE, NUMBER 072009-2,
CITY OF SHERMAN, TEXAS

TRACT ONE

Situated in the City of Sherman, Grayson County, Texas, being a part of the William Martin Survey, Abstract No. 765, and being a part of the (1) 109.760 acre tract of land and all of the (2) 37.22 acre tract of land conveyed to the Sherman Economic Development Corporation by deed of record in Volume 2633, Page 498 of the Official Public Records, Grayson County, Texas, and all of the (3) 70.68 acre tract of land and the (4) 23.63 acre tract of land conveyed to the Sherman Economic Development Corporation by deed of record in Volume 4019, Page 369 of said Official Public Records, and all of the (5) 40.03 acre tract of land conveyed to the Sherman Economic Development Corporation by deed of record in Volume 4418, Page 896 of said Official Public Records, and being more particularly described as follows:

Beginning at a ½” steel rod found in the south right-of-way line of Progress Drive for the northwest corner of said 40.03 acre tract and the northwest corner of the herein described tract;

Thence North 74°20'51" East with the south right-of-way line of Progress Drive a distance of 1,405.92 feet to a point in the center of a creek for the northeast corner of the herein described tract;

Thence in a Southerly direction with the center of said creek the following calls and distances:

South 29°38'08" East a distance of 52.73 feet;
South 07°41'27" West a distance of 50.97 feet;
South 10°23'40" East a distance of 190.88 feet;
South 43°02'42" East a distance of 117.85 feet;
North 55°32'33" East a distance of 98.58 feet;
South 49°20'09" East a distance of 53.51 feet;
South 18°07'17" West a distance of 38.00 feet;
South 07°06'09" East a distance of 138.45 feet;
South 38°21'11" East a distance of 176.76 feet;
South 19°26'00" East a distance of 72.46 feet;
North 77°12'24" East a distance of 66.97 feet;
North 23°22'22" East a distance of 64.10 feet;
South 54°32'17" East a distance of 121.05 feet;
South 11°39'13" East a distance of 48.16 feet;
South 36°21'36" East a distance of 35.59 feet;
South 73°22'59" East a distance of 114.32 feet;
South 31°03'16" West a distance of 100.19 feet;
South 00°09'28" West a distance of 64.42 feet;
South 47°26'23" East a distance of 85.75 feet;
North 30°10'37" East a distance of 76.04 feet;
South 84°38'12" East a distance of 66.35 feet;
South 01°40'43" West a distance of 79.47 feet;
South 50°16'00" West a distance of 96.85 feet;

North 57°22'55" West a distance of 45.79 feet;
South 63°16'29" West a distance of 43.89 feet;
South 01°41'19" West a distance of 22.44 feet;
South 02°25'44" West a distance of 43.58 feet;
South 37°45'00" East a distance of 29.17 feet;
South 08°21'33" East a distance of 45.56 feet;
South 04°26'27" East a distance of 51.46 feet;
South 00°50'35" West a distance of 62.57 feet;
South 24°29'48" East a distance of 22.65 feet;
South 87°38'34" East a distance of 81.83 feet;
North 86°58'42" East a distance of 76.97 feet;
South 69°06'08" East a distance of 27.15 feet;
South 38°57'22" East a distance of 60.17 feet;
South 42°11'21" East a distance of 37.74 feet;
South 22°49'34" East a distance of 51.56 feet;
South 43°04'06" East a distance of 74.45 feet;
North 75°10'46" East a distance of 26.87 feet;
North 22°44'42" East a distance of 45.25 feet;
North 82°53'37" East a distance of 29.22 feet;
South 34°11'16" East a distance of 63.18 feet;
South 33°21'17" East a distance of 52.56 feet;
North 88°03'00" East a distance of 15.73 feet;
North 38°15'30" East a distance of 35.39 feet;
North 64°33'50" East a distance of 29.29 feet;
South 57°50'11" East a distance of 13.24 feet;
South 34°26'35" East a distance of 70.92 feet;
South 69°42'17" East a distance of 14.77 feet;
North 61°13'38" East a distance of 14.46 feet;
North 47°06'21" East a distance of 34.11 feet;
South 43°45'37" East a distance of 71.54 feet;
South 83°14'43" East a distance of 65.53 feet;
North 37°01'17" East a distance of 43.53 feet;
North 22°28'00" East a distance of 26.12 feet;
South 86°49'32" East a distance of 11.89 feet;
South 39°32'08" East a distance of 24.06 feet;
South 48°02'49" East a distance of 87.83 feet;
North 53°17'04" East a distance of 43.15 feet;
South 80°11'10" East a distance of 38.20 feet;
South 09°43'07" East a distance of 52.00 feet;
South 07°14'11" West a distance of 78.30 feet;
South 08°18'33" West a distance of 65.33 feet;
South 22°29'44" East a distance of 44.41 feet;
South 68°25'46" East a distance of 48.38 feet;
North 87°52'00" East a distance of 52.17 feet;
South 01°27'35" East a distance of 67.50 feet;
South 19°47'23" West a distance of 46.81 feet;
South 36°22'56" West a distance of 61.15 feet;
South 10°41'37" East a distance of 70.35 feet;
South 46°15'08" West a distance of 57.80 feet;
South 64°21'19" West a distance of 27.36 feet;
South 78°50'20" West a distance of 43.28 feet;

South 33°00'37" West a distance of 34.00 feet;
South 02°43'09" East a distance of 32.65 feet;
South 48°26'47" East a distance of 51.14 feet;
South 03°17'43" West a distance of 33.29 feet;
South 69°04'59" West a distance of 41.28 feet;
South 42°36'20" West a distance of 19.21 feet;
South 23°51'00" East a distance of 41.21 feet;
South 23°55'19" East a distance of 55.18 feet;
South 24°06'58" West a distance of 40.71 feet;
South 46°42'41" East a distance of 27.78 feet;
South 64°57'16" East a distance of 57.68 feet;
South 11°37'31" East a distance of 21.44 feet;
South 33°46'22" West a distance of 35.17 feet;
South 10°22'28" West a distance of 28.69 feet;
South 07°22'17" East a distance of 69.82 feet to a point in the north line of the BNSF Railroad right-of-way for the southeast corner of the herein described tract;

Thence South 63°21'20" West with said north right-of-way line, a distance of 952.18 feet to a 1/2" steel rod set for the southeast corner of the 0.857 acre tract of land conveyed to the City of Sherman, Texas by deed of record in Volume 1153, Page 32 of the Deed Records, Grayson County, Texas;

Thence North 15°37'10" West a distance of 240.00 feet to a 1/2" steel rod found for the northeast corner of said 0.857 acre tract and the southeast corner of said 70.68 acre tract;

Thence South 63°21'20" West a distance of 200.00 feet to a 1/2" steel rod found for the northwest corner of said 0.857 acre tract;

Thence South 15°37'10" East a distance of 240.00 feet to a 1/2" steel rod found in said north right-of-way line for the southwest corner of said 0.857 acre tract;

Thence South 63°21'20" West with said north right-of-way line, a distance of 1,172.66 feet to a 1/2" steel rod found for the southwest corner of said 70.68 acre tract, said rod being the southeast corner of the 34.835 acre tract of land (Tract 1) conveyed to Weldon Moore, III by deed of record in Volume 2438, Page 278 of said Official Public Records;

Thence North 16°09'06" West with the east line of said 34.835 acre tract, a distance of 1,404.98 feet to a 1/2" steel rod found at the southeast corner of the 104.321 acre tract of land conveyed to Dennis D. Topletz, Trustee by deed of record in Volume 1712, Page 244 of said Deed Records, said rod being the northeast corner of said 34.835 acre tract;

Thence North 15°03'24" West with the east line of said 104.321 acre tract, a distance of 972.88 feet to a 1/2" steel rod found at the southwest corner of said 40.03 acre tract;

Thence North 15°38'56" West a distance of 1,106.26 feet to the Point-of-Beginning and containing 147.95 acres of land.

TRACT TWO

Situated in the City of Sherman, Grayson County, Texas, being a part of the William Martin Survey, Abstract No. 765, and being all of the (1) 37.22 acre tract of land conveyed to the Sherman Economic Development Corporation by deed of record in Volume 2633, Page 498 of the Official Public Records, Grayson County, Texas, and all of the (2) 23.63 acre tract of land conveyed to the Sherman Economic Development Corporation by deed of record in Volume 4019, Page 369 of said Official Public Records, and being more particularly described as follows:

Beginning at a ½" steel rod found in the south right-of-way line of the BNSF Railroad for the northwest corner of said 23.63 acre tract and the northwest corner of the herein described tract, said rod also being the northeast corner of the 14.270 acre tract of land (Tract 2) conveyed to Weldon L. Moore, III by deed of record in Volume 2438, Page 278 of said Official Public Records;

Thence North 63°21'20" East with said south right-of-way line, a distance of 3,218.78 feet to a 1/2" steel rod set for the northwest corner of the 21.006 acre tract of land conveyed to Texas Instruments Inc., by deed of record in Volume 3317, Page 177, of said Official Public Records, said rod being the northeast corner of said 37.22 acre tract;

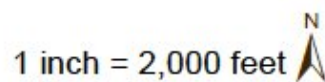
Thence South 14°27'38" East with the west line of said 21.006 acre tract, a distance of 1,036.49 feet to a 1/2" steel rod set on the north bank of Choctaw Creek for the southeast corner of said 37.22 acre tract;;

Thence in a Westerly direction with the meanders of said north bank and the south lines of said 37.22 acre tract and 23.63 acre tract;

North 89°08'07" West a distance of 50.63 feet;
South 61°50'06" West a distance of 129.18 feet;
North 65°31'21" West a distance of 213.45 feet;
South 43°38'09" West a distance of 143.38 feet;
North 76°35'12" West a distance of 305.86 feet;
South 82°00'24" West a distance of 199.24 feet;
South 07°28'29" West a distance of 447.48 feet;
South 28°46'19" West a distance of 60.92 feet;
South 78°00'17" West a distance of 242.38 feet;
South 53°19'01" West a distance of 279.39 feet;
North 81°47'10" West a distance of 158.75 feet;
South 70°57'29" West a distance of 16.05 feet;
North 46°51'54" West a distance of 71.47 feet;
North 64°55'47" West a distance of 89.81 feet;
North 74°52'56" West a distance of 94.21 feet;
South 84°55'33" West a distance of 34.55 feet;
South 65°12'48" West a distance of 69.31 feet;
South 84°39'24" West a distance of 132.97 feet;
South 42°55'42" West a distance of 71.85 feet;
South 31°29'48" West a distance of 63.23 feet;
South 42°51'36" West a distance of 154.98 feet;
South 38°33'13" West a distance of 90.82 feet;
South 27°05'10" West a distance of 74.40 feet;
South 57°08'24" West a distance of 143.66 feet;
North 58°57'02" West a distance of 75.25 feet;

North 47°55'51" West a distance of 74.03 feet;
North 58°06'24" West a distance of 46.14 feet;
South 66°03'24" West a distance of 76.50 feet;
North 70°16'10" West a distance of 22.67 feet;
South 43°33'46" West a distance of 17.61 feet;
South 12°20'55" East a distance of 18.54 feet;
South 22°13'20" West a distance of 49.55 feet;
South 35°23'00" West a distance of 93.28 feet;
South 67°23'43" West a distance of 67.60 feet to a ½" steel rod found at the southwest corner of said 23.63 acre tract and the southeast corner of said 14.270 acre tract;

Thence North 16°09'06" West with the east line of said 14.270 acre tract, a distance of 777.82 feet to the Point-of-Beginning and containing 60.85 acres of land.

[illegible]



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 3.

Meeting Date: 03/07/2016

Prepared By: Don Keene, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6062

Authorizing Execution of an Agreement with Jesus Prado under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 213 South Travis Street

Issue:

An agreement with Jesus Prado for a Building Restoration and Improvement Grant for improvements to a historically significant, Central Business District property at 213 South Travis Street

Background:

The City Council has allocated \$50,000.00 of the Hotel-Motel Occupancy Tax revenues for the 2015-2016 fiscal year for a Building Restoration and Improvement Grant Program, designed to stimulate substantial, visible, and permanent improvements to historically significant commercial buildings and to spur interest in vacant and underutilized buildings of historical value, in the Central Business District. Grants under the program are awarded at the City Council's sole discretion, in the maximum amount of \$25,000.00 per project. In all cases, applicants are required to provide matching funds, such that for every \$4 spent, \$1 reimbursement would be made, not to exceed the \$25,000 limit. Each grant is packaged as a forgivable loan with a lien placed on the property. The lien is released at the end of five years provided that, for the duration, the business remains open, operative, and free of graffiti and blight; taxes are kept current, and the property remains in compliance with all Development Services Department and Fire Department work orders. Projects must begin within 90 days of permit approval and be completed within twelve months.

This application is the first received in fiscal year 2016 and the tenth received under the program. The project is to restore the historic structure established in the 1900's and located at 213 South Travis Street in Downtown Sherman. The project will restore and renovate the interior and exterior of the 1600 square foot structure and convert it to an upscale, modern barbershop. The expected qualified costs for the proposed renovation work are approximately \$64,900.00; thus, the grant qualifies for an estimated reimbursement of \$16,225.00, leaving approximately \$33,775.00 remaining in the fund for the current fiscal year.

Origination:

Jesus Prado, Grant Applicant

Financial Consideration:

The 2015-2016 Hotel-Motel Tax Fund contains an allocation of \$50,000.00 for this incentive program for the Central Business District. Grants are at the discretion of the City Council; and any amount up to \$25,000.00 may be awarded.

Staff Recommendation:

As the application meets the requirements of the program, it is recommended that the City Council consider an award to Jesus Prado.

Alternatives:

The City Council could deny this request.

Attachments

Resolution No. 6062

Agreement

Grant Program Guidelines & Policies

Grant Application

Repair/Remodel Permit for 213 S Travis St

Deed of Trust

Estimates with Current Photos and Design Renderings

Aerial Location Map

RESOLUTION NO. 6062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH JESUS PRADO UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 213 SOUTH TRAVIS STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Jesus Prado, for improvements to 213 South Travis Street under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program, 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 _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



**CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

AGREEMENT

THIS AGREEMENT is made and entered into on this the ____ day of _____, 2016, by and between the City of Sherman, a municipal corporation of the State of Texas, hereinafter referred to as “City”, and Jesus Prado, hereinafter referred to as “Applicant(s).”

WITNESSETH THAT, in consideration of the mutual promises and undertaking herein for the purpose of carrying out the restoration of a downtown property, thereby benefiting both the Applicants and the City;

THEREFORE, the Applicants and the City certify and agree to the terms and conditions as set forth below:

**I.
TERMS OF AGREEMENT**

1. **Ownership and Grant Program.** The Applicants represent and presented documentation that they are the owners of or tenants in good standing of a certain property located at 213 South Travis Street in the City of Sherman, Grayson County, Texas, hereinafter referred to as “Property,” lying within an area where the City is conducting a Central Business District Historic Building Restoration and Improvement Grant Program as described in the Program’s “Guidelines and Policies,” a copy of which has been provided to the Applicants and is attached hereto as Exhibit “A” and made a part of this Agreement for all purposes, a copy of which has been provided to the Applicants.
2. **Property Description and Eligibility.** The Property is of commercial, retail, service, professional and/or office use, and Applicants’ proposed improvements to the Property listed in the Central Business District Historic Building Restoration and Improvement Grant Program Application are eligible improvements as described in the Program’s Guidelines and Policies. Applicants state that all of the information contained in the application is truthful and discloses sufficient information so as not to be misleading. The submitted application is attached hereto as Exhibit “B” and incorporated into this Agreement for all purposes.
3. **Compliance with Codes.** All improvements to be undertaken will be consistent with all applicable Zoning and Building Codes.

4. **City Approval for Work.** Only the work that is agreed to by the City and the Applicants, which will be outlined in a formal written notice to proceed to be provided to the Applicants by the City upon Application approval, will be eligible for reimbursement. Any changes to the project that are not approved by the City in writing will not be eligible for reimbursement. Any work that is begun by the Applicants prior to receiving a written notice to proceed from the City will not be eligible for reimbursement.
5. **Rebate/Reimbursement.** The City will rebate a portion of the cost of eligible building improvements as described in the Program Guidelines. Reimbursement claims for all eligible expenses for completed improvements must be accompanied by the following supporting documents: applicable planning and building permits, canceled checks and paid invoices/receipts for eligible work.
6. **Lien.** Upon completion of the work, the City shall record a conditional lien on the property in the full amount of the City's monetary grant to Applicants and the Applicants consent to such lien. The lien shall remain in effect until the terms and conditions in Exhibit "A" have been fully complied with or the lien in favor of the City has been paid in full.
7. **Display of Sign.** After the work has been completed, Applicants shall display a sign or banner (provided by the City) indicating participation in the Central Business District Historic Building Restoration and Improvement Grant Program. The sign shall be displayed either on the exterior or in the front window of the building for a period of thirty (30) days.
8. **City Access to Building.** Applicants agree to allow the City or its agents access to buildings and improvements, when convenient for all parties, for inspection of the Central Business District Historic Building Restoration and Improvement Grant Program work.
9. **Work Payment and Personnel.** In accordance with the terms of this Agreement, the Applicants shall hire all personnel and pay for all labor, materials, tools, transportation, services, City licenses and permits necessary to perform or cause to have performed, and all work as specified in the Application. Applicants are aware of Labor Code Section 3700, which requires worker's compensation insurance or self insurance for employees.
10. **Time Period for Work.** Upon the signing of this Agreement, the Applicants shall have a period of ninety (90) days in which to take out a building permit. Work shall commence within sixty (60) days of the approval date of the building permit and be completed within twelve (12) months thereafter. Extensions, if warranted, may be granted at the discretion of the City. No change to work without the written consent of both the City and Applicants will be permitted.
11. **Notice and Compliance with Laws.** The Applicants shall give all notices required and comply with all applicable laws, ordinances and codes and shall, at their expense, secure and pay all said fees and charges for the performance of the work.

12. **No City Liability.** Applicants understand and agree that the City and their officers, agents, and employees, shall have no responsibility or liability of any failure or inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements.
13. **Proper Use of Hotel/Motel Tax Revenues.** Applicants acknowledge that they are aware that the money being provided to them through this agreement comes from the City's Hotel/Motel Tax revenues; and Applicants further acknowledge and agree that they have independently determined that the project contemplated by this agreement and the submitted application complies with the State law regarding the use and application of such money, as set forth in the Texas Tax Code at Chapter 351, Section 351.101 and, in particular, that the project will enhance and promote tourism by attracting visitors from outside the City and the project will enhance the historical restoration, rehabilitation, or preservation of a historic structure. Applicants further acknowledge and agree that, if the project is determined at any time not to comply with Chapter 351 of the Texas Tax Code, any and all money acquired from the City by Applicants for this project shall be immediately and fully reimbursed to the City.

II. GENERAL TERMS

Assignment of Agreement

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

INDEMNIFICATION

Applicants shall indemnify, release, defend and hold City, their officers, employees and agents, harmless from all claims, losses, liabilities, damages, suits, actions or proceedings by any person including Applicants, their employees and agents from personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder by this indemnification shall not include the sole negligence or willful misconduct of City, their officers, employees or agents.

Successors and Assigns

City and Applicants each bind themselves, their partners, successors, assigns, and legal representatives to the other parties hereto, their partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement.

Severability and Conflict

Any provision or part of the Agreement held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and the Applicants, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Captions

Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Choice of Law: Venue

This Agreement, the entire relationship of the parties, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas, without giving effect to its choice of laws principles. This Agreement is wholly performable in Grayson County, Texas. Exclusive venue for any litigation between the parties shall be brought in Grayson County, Texas, and shall be brought in the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas. The parties waive any challenge to personal jurisdiction or venue (including without limitation a challenge based on inconvenience) in Grayson County, Texas, and specifically consent to the jurisdiction of the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas, Sherman Division.

Binding Authority

By their signatures below, the individuals represent that they have reviewed this Agreement with their attorney and that the individuals have the express authority to enter into this Agreement.

Entire Agreement

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of both the parties to be attached to and made a part of this Agreement.

IN WITNESS WHEREOF, City and the Applicants have signed this Agreement in duplicate. One counterpart each has been delivered to City and the Applicants. All portions of the Agreement have been signed or identified by City and the Applicants or on their behalf.

EXECUTED on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS:

APPLICANT:

By: _____
Robby Hefton, City Manager

By: _____
Jesus Prado
Address: 1609 South Walnut
Sherman, Texas 75090
Phone: 903.818.8876

**APPROVED AS TO FORM
AND CONTENT:**

By: _____
Brandon S. Shelby, City Attorney



**CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

GUIDELINES AND POLICIES

The Building Restoration and Improvement Grant Program is designed to stimulate improvements to existing historically significant buildings in the Central Business District of the City of Sherman, Texas, to promote tourism, to enhance the physical appearance and economic vitality of downtown Sherman, and to promote joint public/private investment to complement ongoing historical revitalization efforts.

Program Objectives and Available Assistance

- To make positive, high-impact visual improvements to historically significant commercial buildings by providing an overall enhanced image for downtown Sherman, thereby attracting visitors to shop, dine, and do business in the Central Business District
- To provide a maximum of \$25,000.00 per project as a matching monetary incentive, a grant packaged as a forgivable loan with a conditional lien placed on the subject property, to the owners of historically significant commercial properties in the Central Business District for high-quality improvements to their properties
- In all cases, the applicant must provide matching funds at a ratio of four to one (4:1); meaning that, for every \$4.00 the applicant invests in the renovation or improvement of the subject property, the City will reimburse \$1.00 of qualified expenditures, up to the maximum grant authorized by the City Council not to exceed \$25,000.00 per project

Eligibility Requirements

- Assistance under this program will be considered subject to the availability of funding.
- Historic buildings within the downtown improvement area (map attached) that are of a commercial, retail, service, or professional use are eligible to participate in the program.
- For mixed-use historic buildings, only the portion of the building that is commercial, retail, service, or professional is eligible.
- The building to be improved must have historical significance either from an architectural point of view or a historical use or event that would tend to attract tourists to the buildings location.

Minimum Guidelines

- Buildings improved with funds from this program must remain open, operative, and free of graffiti and blight for a period of five (5) years from the date of agreement and until the lien is released.
- Tax payments for the subject property shall be up-to-date at the time of application and kept current throughout the five-year grant period.

- Outstanding work orders for the City's Developmental Services Department and/or the City's Fire Department and requests to comply therewith must be addressed prior to grant approval. Any noncompliance or outstanding violations will disqualify the applicant.
- **Grants will be approved at the sole discretion of the City.**
- To be accepted into the program, projects must make a substantial visible improvement to the appearance of the building, at the discretion of City staff. Repainting a building its same colors is considered maintenance, not an improvement.
- Building improvements should maintain the character of the downtown area; and the design drawings must be approved by the City in order to access funding for improvement.
- Improvements to be undertaken shall conform to the City's Codes and any other policies and regulations applying to the subject property.
- **Retroactive applications will not be accepted.** Applicants must consult with City staff before work begins to define a project scope.
- Program funds shall be made available only to projects that enhance and are sensitive to the historical nature of the structure.
- For properties with multiple storefronts, it is recommended that the façade treatment provide a cohesive theme while also allowing for some distinctive design elements to the various businesses, such as signage, exposing transom windows, lighting, flower boxes, murals, etc., to provide better street visibility and promote economic development downtown.
- For corner buildings fronting more than one street, improvements must be made to each frontage if determined necessary by City staff.

Application Prioritization

Funding is limited, and project applications will be prioritized on a first-come, first-served basis.

Eligible Improvements

Eligible improvements must be permanent in nature as determined exclusively by the City of Sherman. All improvements must be consistent with the City of Sherman Master Plan, Zoning Ordinance, Building Regulations, and other applicable laws. Eligible costs include the cost of materials, equipment, and contracted labor to complete eligible improvements, including, but not limited to, the following:

- New commercial or mixed-use construction
- Commercial code compliance renovations
- Permanent commercial interior remodeling improvements
- Permanent commercial site (exterior) improvements
- Compliance with Americans with Disabilities Act (ADA) for commercial properties
- Work necessary to bring the structure up to life-safety code standards
- Installation, repair, and replacement of exit (exterior) doors and hardware
- Repair, replacement, or addition of exterior shutters and awnings/canopies
- Repair, replacement or purchase of signs (when performed as part of an overall façade improvement)
- Repair and replacement or installation of interior and exterior stairs, porches, railings, and exit facilities
- Repair and rebuilding of interior and exterior walls, including cleaning, sealing, tuck pointing and painting

- Repair or replacement of frames, sills, glazing, replacement of glass and installation of new windows
- Installation of permanently affixed landscaping, such as stone or brick planters
- Installation, repair, or replacement of exterior lighting
- Mechanical, including rewiring, replumbing, insulation, mechanical systems/climate control

The City will prioritize projects. Consideration will be given to (1) threats to the survival of the structure, (2) importance of the structure to the overall goals of the program, (3) structural integrity and condition, and (4) cost effectiveness of the proposed work. In determining the grant amount, the City will also consider the time required to complete the project. Applicants are requested to limit their requests to projects that can be completed in a twelve (12) month period.

Ineligible Improvements

- No structural addition that would enlarge the residential (livable) space of the project is to be financed with these funds – nor an area not originally a livable space made livable.
- Residential structures
- Real estate or building purchases
- Furnishings and equipment purchases
- Working capital
- Inventory financing
- Title reports and legal fees
- Professional fees such as architects, engineers, and solicitors
- Labor provided by the Applicant or tenant of the building
- Extermination of insects, rodents, vermin and other pests
- Improvements that do not comply with City of Sherman Master Plan, Zoning Ordinance, Building Regulations, and other applicable laws
- Expenses incurred prior to grant application approval. Improvements cannot be undertaken before grant application approval.

Property Lien

Once the work is completed, the City will record a conditional lien on the property to ensure that the property improved with funds from this program remains open, operative, and free of graffiti and blight for a period of five (5) years from the date of agreement. If the Applicant fails to maintain the funded improvements for the entire five-year period, the City will recover its costs through the lien. If the Applicant satisfactorily fulfills the program requirements, the lien will be released at the end of five (5) years from the date of agreement.

Application Process

Program Application and Agreement forms are available in the City Manager's Office in the Sherman City Hall, 220 West Mulberry Street, Sherman, Texas 75091-1106, telephone (903) 892-7201. The application process is as follows:

- After reviewing the program guidelines, the Applicant will meet with City staff to discuss the desired work to be undertaken. If the proposed work is within the program guidelines, as determined exclusively by City staff, a completed application is submitted to the City. Written bids, sketches, color samples, and material supplies should be included.
- The Applicant is responsible for submitting plans and specifications to the City and obtaining all required planning and building permits, and any other applicable approvals, with the assistance of City staff.
- The Sherman City Council will consider the recommendations made by the City staff and will make its decision in a public meeting. The Council's decision will be made by adopting a resolution, which will authorize the City Manager to enter into a grant agreement with the Applicant.
- With the Council's authorization, the City Manager will cause the necessary documents to be drawn up and will sign the grant agreement.
- Upon approval, the City will send a "Notice to Proceed" to the Applicant. The Applicant may proceed with the planned building improvements pursuant to the approved design and issued permits. All payments for the work should be made by the Applicant and supported by clearly defined invoices outlining eligible work. Work shall commence within ninety (90) days of the approval date of the building permits. Extensions may be granted solely at the discretion of City staff.
- City staff will monitor the ongoing progress during construction to ensure that the work is performed according to the approved application and plans. No changes to work shall be made without the written consent of both the Applicant and the City. Approved "Change in Work" forms will be attached to the original application, dated and signed by the City Manager.
- Deviations from approved plans and specifications may disqualify the Applicant from this grant program.
- Once the work is completed, the City will record a conditional lien, good for five (5) years, on the subject property to be released upon completion of the program requirements.
- Funds will be disbursed upon completion of the project. City staff will conduct a final inspection before the grant funds will be disbursed to the Applicant. A Certificate of Approval will be issued to the Applicant.
- Reimbursement claims for all eligible expenses must be submitted with the following supporting documents.
 - A completed Rebate Claim form supplied by the City of Sherman
 - Any applicable planning and building permits
 - Cancelled checks and paid invoices/receipts for eligible work

After final approval of the improvements, the rebate reimbursement will be processed. Allow thirty (30) days for receipt of the rebate check.

- After the work is completed, Applicant shall display a sign or banner (provided by the City) indicating participation in the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program. The sign or banner shall be displayed either on the exterior or in the front window of the building for a period of thirty (30) days.

Loan Applications

The loan application requires:

- Information summarizing the project, including complete construction plans and specifications
- The project cost and the amount of other dollars being brought to the project
- Preliminary commitment of private funds
- Specific uses of all funds
- Current financial and/or profit and loss statements
- Amount of grant requested and proposed term being requested
- Current lien/title report on the subject property

All applications must be made on forms provided by the City of Sherman. For further information, please contact:

Robby Hefton
City Manager
City of Sherman

Scott Shadden
Developmental Services Director
City of Sherman

Physical Address:
Sherman City Hall, City Manager's Office
220 West Mulberry Street
Sherman, Texas 75090
or

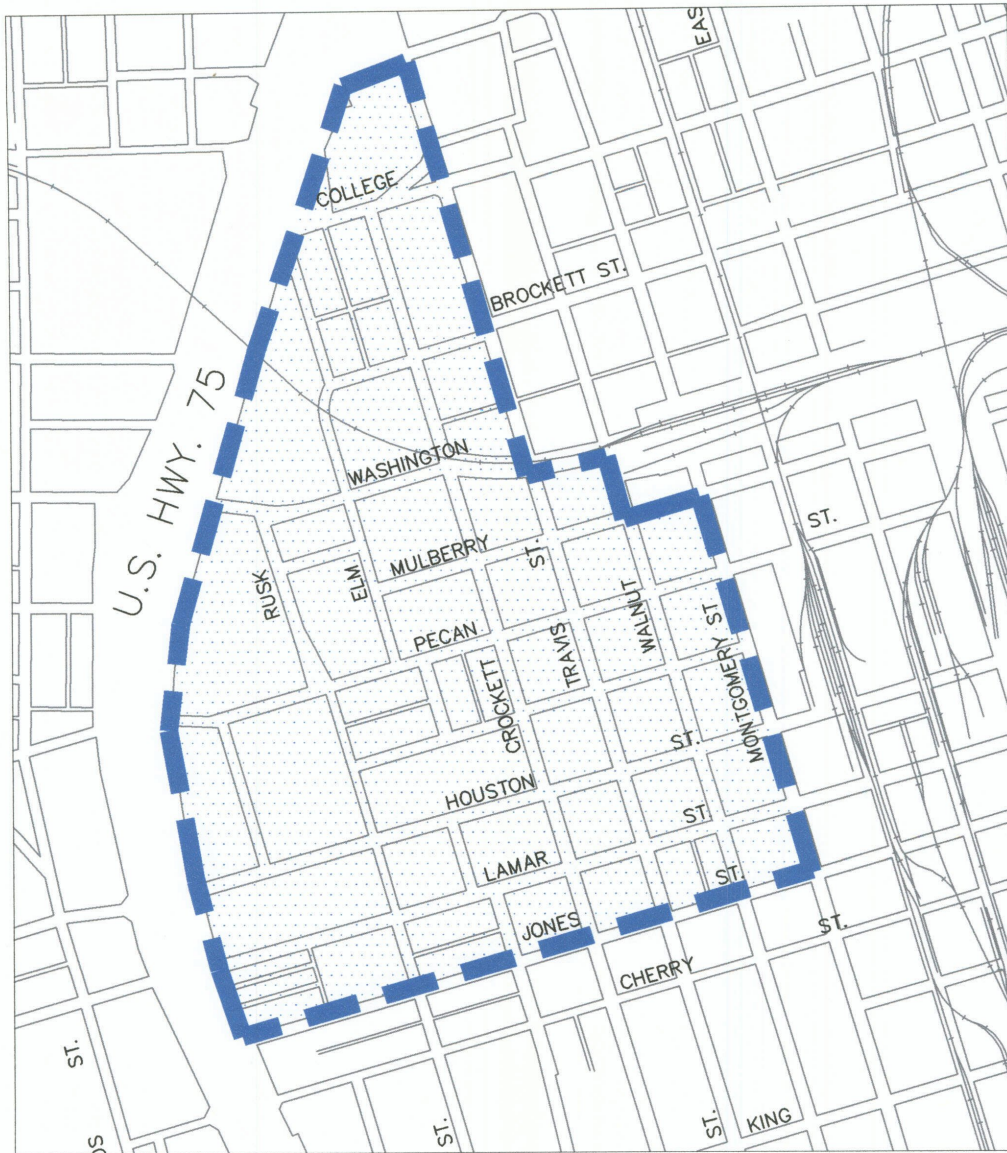
Mailing Address:
P. O. Box 1106
Sherman, Texas 75091-1106

Telephone: (903) 892-7201
Facsimile: (903) 892-7355
E-Mail: robbyh@ci.sherman.tx.us

Physical Address:
Sherman City Hall, Building Inspection
220 West Mulberry Street
Sherman, Texas 75090
or

Mailing Address:
P. O. Box 1106
Sherman, Texas 75091-1106

Telephone: (903) 892-7333
Facsimile: (903) 892-7274
E-Mail: scotts@ci.sherman.tx.us



CITY OF SHERMAN, TEXAS
CENTRAL BUSINESS DISTRICT
HISTORIC BUILDING RESTORATION
AND IMPROVEMENT GRANT PROGRAM
Department of Developmental Services





**CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

Submission Requirements

It is strongly recommended that all Applicants carefully review the “City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program Guidelines and Policies” prior to completing an application.

It is also recommended that Applicants discuss their proposed improvements and any questions regarding the submission requirements with the Developmental Services Department and the City Manager’s Office prior to completing the application form.

Please ensure that the following items have been included in your submission. Failure to provide the necessary documentation will delay the processing of your application.

Application Checklist:

- ☐ Copy of deed included
- ☐ Copy of mortgage (if applicable) included
- ☐ Description of proposed improvements – designs/drawings attached
- ☐ Pictures attached
- ☐ Estimate of costs/quotes or other details
- ☐ Signature of owner/authorized agent
- ☐ Application complete
- ☐ Are improvements in compliance with the City of Sherman Master Plan, Zoning Ordinance, Building Regulations, and other applicable laws?
- ☐ All material, pictures, drawings, newspaper articles, original deeds, etc. that will help identify the building as a historically significant structure through architectural design, building use or events that have taken place in or around it.
- ☐ Architectural and elevation renderings.



CITY OF SHERMAN
City Manager's Office
220 West Mulberry Street
Sherman, Texas 75090
Tele: (903) 892-7201 Fax: (903) 892-7355

FOR OFFICE USE ONLY	
File # _____	
Assessment Role Number _____	Assessed Property Value _____
Property Address _____	

Date Application Received _____	Date Application Completed _____

**CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

Application

The information requested below will be used to process your application under the terms and conditions of the City of Sherman's Historic Building Restoration and Improvement Grant (Forgivable Loan) Program.

I. Applicant Information

1. Applicant(s) name: _____
Mailing address: _____
City: _____ State: _____ Zip: _____
2. Applicant's daytime telephone number: _____
Cell # (____) _____ Facsimile # (____) _____
E-mail address: _____
3. Status of applicant (please check one)
☐ Property owner with vacant facility
☐ Property owner with tenant business
☐ Property owner/operator of existing business on property
☐ Property tenant with property owner consent
4. Owner of property is a/an (please check one)
☐ Individual
☐ Partnership (attach copy of Partnership Agreement)
☐ Corporation/profit (attach copy of Articles of Incorporation)
☐ Corporation/nonprofit (attach list of officers and directors)
☐ Trust (attach copy of Trust Agreement)
☐ Other
5. Length of ownership: _____
Date purchased: _____

II. Property Information

1. Address of property to be improved:

2. Legal description of subject property:

3. Tax Assessor Parcel Number(s):

4. Year built:_____ Square footage:_____
5. Is this a National Register building? Yes___ No___ (check one)
Is this a building of known historical significance? Yes___ No___ (check one)
6. What are the current types of businesses occupying the building?

7. Name and phone number of tenant(s), if applicable:_____

(Attach additional names/numbers, if needed)
8. Use of building after construction:_____

9. Number of parking spaces provided:_____ Proposed:_____ Total:_____
10. Current zoning:_____
11. Is a zoning amendment required? Yes___ No___ (check one)
12. Attach architectural and elevation renderings.

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans. Identify the materials to be used, such as the type of paint or stain (i.e., exterior latex, color, etc.). Include details of new signs or awnings, etc. Provide color photos of the subject property and those adjacent prior to and after the improvements are made.

Please note: Applicants should carefully review the “City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program Guidelines and Policies”, and discuss all proposed improvements with the City of Sherman’s Developmental Services Department prior to completing this application. It is also

recommended that Applicants discuss their proposed improvements and any questions regarding the submission requirements with the Developmental Services Department and the City Manager's Office prior to completing the application form.

Description: _____

☐ **Designs Attached**

☐ **Before Picture(s) Attached**

2. How many jobs will be **retained** once the project is completed? _____
_____ Full-time positions _____ Part-time positions
3. How many **new positions** will result from this project? _____
_____ Full-time positions _____ Part-time positions

IV. Work Estimates

Please attach two (2) independent contractor estimates for each component of the proposed improvement. Please note that grant/forgivable loan funding shall be based on the lowest bid. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements. Professional fees such as architects, engineers, and solicitors are not eligible costs. Labor provided by the Applicant or tenant of the building is not an eligible cost.

1. Name/Company and Phone Number of Preferred Contractor:

Amount: _____
2. Name/Company and Phone Number of Second Contractor:

Amount: _____
3. Additional Estimates/Comments: (Please attach additional quotes, as required)

4. Total estimated costs of your improvements: _____

5. Estimated completion date for your improvements? _____

V. Historic Significance

The City's Program for improving the historic buildings of downtown Sherman is being funded through the City's Hotel/Motel Tax revenues, which require that this money may be spent only on historic buildings that would tend to attract tourists. Many factors may indicate a building's historic significance such as age, architectural design, building use, events or significant people. Some of this may be proved through deeds, pictures, books, newspaper articles and the like. Attach to this application all matters that would prove your claim that this is a historic building.

VI. Signature of Owner/Authorized Agent – Affidavit or Sworn Declaration

I/We, _____, of the City of Sherman, County of Grayson, State of Texas, make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application in respect of the application is true.

I/We hereby authorize inspections of my/our property to be improved.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program.

Sworn to (or declared before me), _____, a Notary Public in and for the State of Texas, on this the _____ day of _____, 20____.

Applicant

Co-Applicant

Property Owner (if different from Applicant)

Notary Public, State of Texas
My Commission Expires: _____

VII. Consent of the Owner to the Use and Disclosure of Personal Information

I/We, _____,
am the owner of the land that is the subject of this Application and, for the purposes of the
Freedom of Information and Protection of Privacy Act, I/we authorize and consent to the use by
or the disclosure to any person or public body of any personal information that is collected under
the authority of the _____ for the purposes of processing this application.

Date

Signature of Owner(s)

VIII. Authorization for Agent *(complete only if Applicant is not the registered Owner)*

I/We, _____,
the Owner(s) of the subject property, have reviewed and understand the guidelines and policies
for the City of Sherman Central Business District Historic Building Restoration and Improvement
Grant Program, including the requirement of a conditional property lien, and hereby authorize
_____ (Agent) to act on my/our behalf with respect to the
application.

Date

Signature of Owner(s)

Note: Information provided in this application will become part of a public record.

FOR OFFICE USE ONLY (Entire Page)

	Staff Initials	Comments
Ownership Confirmed		
Property Taxes Paid in Full		
Work Order Search (Building)		
Fire Code Conformity		
Master Plan Conformity		
Zoning Conformity		
Building Regulations Conformity		
Copy of Deed Attached		
Copy of Mortgage Attached		
Proof of Historical Significance		
Architectural Renderings		
Elevation Renderings		



**CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

AGREEMENT

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10. **Time Period for Work.** Upon the signing of this Agreement, the Applicants shall have a period of ninety (90) days in which to take out a building permit. Work shall commence within sixty (60) days of the approval date of the building permit and be completed within twelve (12) months thereafter. Extensions, if warranted, may be granted at the discretion of the City. No change to work without the written consent of both the City and Applicants will be permitted.
11. **Notice and Compliance with Laws.** The Applicants shall give all notices required and comply with all applicable laws, ordinances and codes and shall, at their expense, secure and pay all said fees and charges for the performance of the work.
12. **No City Liability.** Applicants understand and agree that the City and their officers, agents, and employees, shall have no responsibility or liability of any failure or inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements.
13. **Proper Use of Hotel/Motel Tax Revenues.** Applicants acknowledge that they are aware that the money being provided to them through this agreement comes from the City's Hotel/Motel Tax revenues; and Applicants further acknowledge and agree that they have independently determined that the project contemplated by this agreement and the submitted application complies with the State law regarding the use and application of such money, as set forth in the Texas Tax Code at Chapter 351, Section 351.101 and, in particular, that the project will enhance and promote tourism by attracting visitors from outside the City and the project will enhance the

historical restoration, rehabilitation, or preservation of a historic structure. Applicants further acknowledge and agree that, if the project is determined at any time not to comply with Chapter 351 of the Texas Tax Code, any and all money acquired from the City by Applicants for this project shall be immediately and fully reimbursed to the City.

II. GENERAL TERMS

Assignment of Agreement

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

INDEMNIFICATION

Applicants shall indemnify, release, defend and hold City, their officers, employees and agents, harmless from all claims, losses, liabilities, damages, suits, actions or proceedings by any person including Applicants, their employees and agents from personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder by this indemnification shall not include the sole negligence or willful misconduct of City, their officers, employees or agents.

Successors and Assigns

City and Applicants each bind themselves, their partners, successors, assigns, and legal representatives to the other parties hereto, their partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement.

Severability and Conflict

Any provision or part of the Agreement held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and the Applicants, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Captions

Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Choice of Law: Venue

This Agreement, the entire relationship of the parties, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas, without giving effect to its choice of laws principles. This Agreement is wholly performable in Grayson County, Texas.

Exclusive venue for any litigation between the parties shall be brought in Grayson County, Texas, and shall be brought in the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas. The parties waive any challenge to personal jurisdiction or venue (including without limitation a challenge based on inconvenience) in Grayson County, Texas, and specifically consent to the jurisdiction of the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas, Sherman Division.

Binding Authority

By their signatures below, the individuals represent that they have reviewed this Agreement with their attorney and that the individuals have the express authority to enter into this Agreement.

Entire Agreement

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of both the parties to be attached to and made a part of this Agreement.

IN WITNESS WHEREOF, City and the Applicants have signed this Agreement in duplicate. One counterpart each has been delivered to City and the Applicants. All portions of the Agreement have been signed or identified by City and the Applicants or on their behalf.

EXECUTED on this the _____ day of _____, 2____.

CITY OF SHERMAN, TEXAS:

APPLICANTS:

By: _____
Robby Hefton, City Manager

By: _____
Name: _____
Address: _____

Phone: _____

By: _____
Name: _____
Address: _____

Phone: _____

**APPROVED AS TO FORM
AND CONTENT:**

By: _____
**Brandon S. Shelby,
City Attorney**



**CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

Rebate Claim Form

Program Participant(s): _____

Project Address: _____

Interior Improvements:

Type: _____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Sub-Total	\$ _____

Exterior Improvements:

Type: _____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Sub-Total	\$ _____

Total Rebate Amount (per Program Guidelines): \$ _____

I/We hereby make a formal claim for reimbursement of the above-indicated expenses incurred in improving the interior and exterior of the subject property under the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program. I/We certify that the expenses incurred are as listed and have attached invoices marked “paid” and copies of cancelled checks in support of the claim.

Date: _____

Applicant

Applicant



CITY OF SHERMAN
City Manager's Office
220 West Mulberry Street
Sherman, Texas 75090
Tele: (903) 892-7201 Fax: (903) 892-7355

FOR OFFICE USE ONLY

File # _____	
Assessment Role Number _____	Assessed Property Value _____
Property Address _____	
Date Application Received _____	
Date Application Completed _____	

CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM

Application

The information requested below will be used to process your application under the terms and conditions of the City of Sherman's Historic Building Restoration and Improvement Grant (Forgivable Loan) Program.

I. Applicant Information

1. Applicant(s) name: Jesus Prado
Mailing address: 1609 S. Walnut
City: Sherman State: TX Zip: 75090
2. Applicant's daytime telephone number: 903-818-8876
Cell # () _____ Facsimile # () _____
E-mail address: pradoj03@gmail.com
3. Status of applicant (please check one)
☒ Property owner with vacant facility
☐ Property owner with tenant business
☐ Property owner/operator of existing business on property
☐ Property tenant with property owner consent
4. Owner of property is a/an (please check one)
☒ Individual
☐ Partnership (attach copy of Partnership Agreement)
☐ Corporation/profit (attach copy of Articles of Incorporation)
☐ Corporation/nonprofit (attach list of officers and directors)
☐ Trust (attach copy of Trust Agreement)
☐ Other
5. Length of ownership: 6 months
Date purchased: Dec. 11, 2014

II. Property Information

1. Address of property to be improved:
213 South Travis St
Sherman, TX 75090
2. Legal description of subject property:
Block 8, Lot + PT 3, 20 x 138 ~~10000000~~
3. Tax Assessor Parcel Number(s):
5041-218108402
4. Year built: _____ Square footage: 1,600
5. Is this a National Register building? Yes _____ No ☒ (check one)
Is this a building of known historical significance? Yes ☒ No _____ (check one)
6. What are the current types of businesses occupying the building?
Barbershop

7. Name and phone number of tenant(s), if applicable: N/A
(Attach additional names/numbers, if needed)
8. Use of building after construction: Barbershop
9. Number of parking spaces provided: _____ Proposed: _____ Total: _____
10. Current zoning: C1 Retail Business
11. Is a zoning amendment required? Yes _____ No ☒ (check one)
12. Attach architectural and elevation renderings.

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans. Identify the materials to be used, such as the type of paint or stain (i.e., exterior latex, color, etc.). Include details of new signs or awnings, etc. Provide color photos of the subject property and those adjacent prior to and after the improvements are made.

Please note: Applicants should carefully review the "City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program Guidelines and Policies", and discuss all proposed improvements with the City of Sherman's

Developmental Services Department prior to completing this application. It is also recommended that Applicants discuss their proposed improvements and any questions regarding the submission requirements with the Developmental Services Department and the City Manager's Office prior to completing the application form.

Description: See Attached

☐ Designs Attached

☐ Before Picture(s) Attached

2. How many jobs will be **retained** once the project is completed? _____

9 Full-time positions _____ Part-time positions

3. How many **new positions** will result from this project? _____

9 Full-time positions _____ Part-time positions

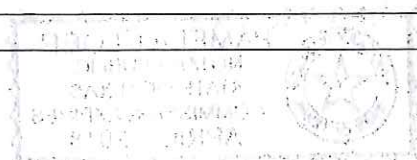
IV. Work Estimates

Please attach two (2) independent contractor estimates for each component of the proposed improvement. Please note that grant/forgivable loan funding shall be based on the lowest bid. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements. Professional fees such as architects, engineers, and solicitors are not eligible costs. Labor provided by the Applicant or tenant of the building is not an eligible cost.

1. Name/Company and Phone Number of Preferred Contractor:
Constructus Associates, LLC 972-998-0027
Jim Batten
Amount: \$ 147,660

2. Name/Company and Phone Number of Second Contractor:
Juan Vargas 972 740 6903
Amount: 80,900

3. Additional Estimates/Comments: (Please attach additional quotes, as required)



4. Total estimated costs of your improvements: \$85,000
5. Estimated completion date for your improvements? 6 months - 1 year

V. **Historic Significance**

The City's Program for improving the historic buildings of downtown Sherman is being funded through the City's Hotel/Motel Tax revenues, which require that this money may be spent only on historic buildings that would tend to attract tourists. Many factors may indicate a building's historic significance such as age, architectural design, building use, events or significant people. Some of this may be proved through deeds, pictures, books, newspaper articles and the like. Attach to this application all matters that would prove your claim that this is a historic building.

VI. **Signature of Owner/Authorized Agent – Affidavit or Sworn Declaration**

I/We, Jesus Praelo, of the City of Sherman, County of Grayson, State of Texas, make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application in respect of the application is true.

I/We hereby authorize inspections of my/our property to be improved.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible.

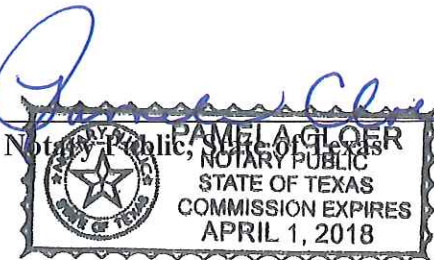
I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program.

Sworn to (or declared before me), Pamela Cloer, a Notary Public in and for the State of Texas, on this the 29th day of September, 20 15.

[Signature]
Applicant

Co-Applicant

Property Owner (if different from Applicant)



My Commission Expires: _____

VII. **Consent of the Owner to the Use and Disclosure of Personal Information**

I/We, _____,
am the owner of the land that is the subject of this Application and, for the purposes of the
Freedom of Information and Protection of Privacy Act, I/we authorize and consent to the use by
or the disclosure to any person or public body of any personal information that is collected under
the authority of the _____ for the purposes of processing this application.

Date

Signature of Owner(s)

VIII. **Authorization for Agent** *(complete only if Applicant is not the registered Owner)*

I/We, _____,
the Owner(s) of the subject property, have reviewed and understand the guidelines and policies
for the City of Sherman Central Business District Historic Building Restoration and Improvement
Grant Program, including the requirement of a conditional property lien, and hereby authorize
_____ (Agent) to act on my/our behalf with respect to the
application.

Date

Signature of Owner(s)

Note: Information provided in this application will become part of a public record.

FOR OFFICE USE ONLY (Entire Page)

	Staff Initials	Comments
Ownership Confirmed		
Property Taxes Paid in Full		
Work Order Search (Building)		
Fire Code Conformity		
Master Plan Conformity		
Zoning Conformity		
Building Regulations Conformity		
Copy of Deed Attached		
Copy of Mortgage Attached		
Proof of Historical Significance		
Architectural Renderings		
Elevation Renderings		

I, Jesus Prado, am writing to the city of Sherman regarding the contemporary barbershop I plan to open in downtown Sherman, specifically 213 South Travis. This barbershop will be a place where gentlemen can come and receive haircuts and classic shaves while experiencing a positive and comfortable environment.

I have been in the industry for a couple of years now. Feeling comfortable with my clientele base, I have decided to take a leap in my career by opening a barbershop of my own. Being born and raised in Sherman I have witnessed the growth of the city and know there is still room for more growth and I would like to be part of this growth as way to give back to my community. I believe that a barbershop of this type will have a positive impact by added to the downtown commerce. I respectfully, ask for your assistance in this is project. Your assistance will be a tremendous help and greatly appreciated. I would like to thank you in advance for considering this project.

-Jesus Prado

The improvements for the address 213 S. Travis Sherman, Texas, will consist of remodeling the whole facility into an upscale modern barbershop in the heart of downtown Sherman. We decided the location to be downtown Sherman because we believe it can improve the down town in the future by attracting more people to the area.

The building will be completely demolished from the inside to create a more open area for the barbershop.

After, the demo there will be 4 rooms added in the facility, (office, restroom, utility room, and break room,). In the main room there will be seven barber stations, along with shampoo bowls and a waiting area. The Front Facade of the building will be restored and remolded keeping some of the historic features with in it.

New windows and doors will be installed. Stained floors, brick accent walls, suspended ceilings and lighting will be installed as well.

CITY OF SHERMAN

REPAIR/REMODEL PERMIT

PERMIT #: 151163

SUBCONTRACTOR: JESUS PRADO

DATE ISSUED: 7/01/2015

PROJECT ADDRESS: 213 S TRAVIS ST
PARCEL ID: 163633
SUBDIVISION:

LOT #:
BLK #:
ZONE ORD: C-1 RETAIL BUSINESS & CBD

ISSUED TO: JESUS PRADO
ADDRESS: 1609 S WALNUT ST
CITY, ST ZIP: SHERMAN TX 75090-8875
PHONE: 903-818-8876

CONTRACTOR: JESUS PRADO
ADDRESS: 1609 S WALNUT ST
CITY, ST ZIP: SHERMAN TX 75090-8875
PHONE:

PROP.USE:
WORK: INTERIOR & EXTERIOR
REMODEL
VALUATION: \$ 67,000.00

SQ FT: 1,580.00
BEDROOMS:

OCCP TYPE:
CNST TYPE:

BATHROOMS:
STORIES:

FEE CODE	DESCRIPTION	AMOUNT
BLD02	FENCES/POOLS/REMODEL/REPAIR	\$ 75.00
BLD02	FENCES/POOLS/REMODEL/REPAIR	\$ 260.00
TOTAL		\$ 335.00

NOTES:

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

X 
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

1/26/16
DATE

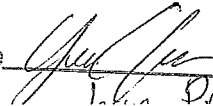

(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

1/26/2016
DATE


(APPROVED BY) BUILDING & ZONING

2/11/16
DATE

I hereby certify that an asbestos survey have been done in accordance with the Texas Asbestos Health Protection Rules (TAMPR) and the National Emissions Standards for Hazardous Air Pollutants (NESHAP) for the area being renovated and/or demolished.

Signature  Date 1/26/16
Asbestos Surveyor

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

DEED OF TRUST

RECORDATION REQUESTED BY:

AmeriState Bank
Atoka
PO Box 718
113 S. Pennsylvania Street
Atoka, OK 74525

WHEN RECORDED MAIL TO:

AmeriState Bank
Atoka
PO Box 718
113 S. Pennsylvania Street
Atoka, OK 74525

SEND TAX NOTICES TO:

Nicolasa Prado
Jesus Prado
1609 South Walnut Street
Sherman, TX 75090

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



000000000004413768034012102014

THIS DEED OF TRUST is dated December 10, 2014, among Nicolasa Prado and Jesus Prado, Husband and Wife ("Grantor"); AmeriState Bank, whose address is Atoka, PO Box 718, 113 S. Pennsylvania Street, Atoka, OK 74525 (referred to below sometimes as "Beneficiary"); and Charles A. McCall, whose address is PO Box 718, Atoka, OK 74525 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; and all easements, rights of way, and appurtenances; all water and water rights; and all other rights, royalties, and profits relating to the real property, including without limitation such rights as Grantor may have in all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Grayson County, State of Texas:

Being a part of Lot THREE (3) in Block EIGHT (8) of THE ORIGINAL TOWN PLAT of the City of Sherman, Grayson County, Texas, as shown by Plat of record in Volume "B", Page 1, Deed Records, Grayson County, Texas, containing 20' x 138' of land, and being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

The Real Property or its address is commonly known as 213 South Travis, Sherman, TX 75090.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. However, this Deed of Trust shall not secure, and the "Indebtedness" shall not include, any obligations arising under Subchapters E and F of Chapter 342 of the Texas Finance Code, as amended.

Grantor hereby absolutely assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

VENDOR'S LIEN. The debt evidenced by the Note is in part or total payment of the purchase price of the Property; the debt is secured by both

this Deed of Trust and by a vendor's lien on the Property, which is expressly retained in the deed of the Property to Grantor. This Deed of Trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Lender may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed wherein the vendor's lien is retained is incorporated into this Deed of Trust.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent. This restriction will not apply to rights and easements (such as gas and oil) not owned by Grantor and of which Grantor has informed Lender in writing prior to Grantor's signing of this Deed of Trust.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Texas law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing,

**DEED OF TRUST
(Continued)**

Loan No: 4413768

Page 3

secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and Lender's reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds 1000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender, with losses made payable to Lender. GRANTOR MAY FURNISH THE REQUIRED INSURANCE WHETHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT INSURANCE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF TEXAS. If Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may, but shall not be required to, do so at Grantor's expense, and the cost of the insurance will be added to the Indebtedness. If any such insurance is procured by Lender, Grantor will be so notified, and Grantor will have the option of furnishing equivalent insurance through any insurer authorized to transact business in Texas. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds 1000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note or at the highest rate authorized by law, from the date incurred or paid by Lender to the date of repayment by Grantor. To the extent permitted by applicable law, all such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of

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Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION, JUDGMENTS AND AWARDS. The following provisions relating to condemnation proceedings, judgments, decrees and awards for injury to the Property are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. To the extent permitted by applicable law, all judgments, decrees and awards for injury or damage to the Property, or any part of the Property, and awards pursuant to proceedings for condemnation of the Property, are hereby absolutely assigned to Lender, and if all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award, judgment or decree shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Grantor a release of this Deed of Trust lien and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. However, it is agreed that the payment of all the Indebtedness and performance of such obligations shall not terminate this Deed of Trust unless the liens and interests created hereby are released by Lender by a proper recordable instrument. Any filing fees required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales

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agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender may declare the unpaid principal balance of the Indebtedness due and payable. In no event will Grantor be required to pay any unearned interest.

Foreclosure. If Lender invokes the power of sale, Trustee, at the request of Lender, may sell all or any portion of the Property at public auction to the highest bidder for cash at the location within the courthouse designated by the County Commissioners Court, or if no such area has been designated, at the area designated in the notice of sale within the courthouse, between the hours of 10:00 A.M. and 4:00 P.M. on the first Tuesday of any month, after the Trustee or its agent has given notice of the time and place of sale and of the property to be sold as required by the Texas Property Code, as then amended.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. As additional security for the payment of the Indebtedness, Grantor hereby assigns to Lender all Rents as defined in the Definitions section of this Deed of Trust. Lender shall have the right at any time, and even though no Event of Default shall have occurred under this Deed of Trust, to collect and receive the Rents. Lender shall provide any notice required by applicable law with regard to such enforcement of its right to collect and receive the Rents. In addition, if the Property is vacant, Lender may rent or lease the Property. Lender shall not be liable for its failure to rent the Property, to collect any Rents, or to exercise diligence in any matter relating to the Rents; Lender shall be accountable only for Rents actually received. Lender neither has nor assumes any obligation as lessor or landlord with respect to any occupant of the Property. Rents so received shall be applied by Lender first to the remaining unpaid balance of the Indebtedness, in such order or manner as Lender shall elect, and the residue, if any, shall be paid to the person or persons legally entitled to the residue.

Trustee's Powers. Grantor hereby jointly and severally authorizes and empowers Trustee to sell all or any portion of the Property together or in lots or parcels, as Trustee may deem expedient, and to execute and deliver to the purchaser or purchasers of such Property good and sufficient deeds of conveyance of fee simple title, or of lesser estates, and bills of sale and assignments, with covenants of general warranty made on Grantor's behalf. In no event shall Trustee be required to exhibit, present or display at any such sale any of the Property to be sold at such sale. The Trustee making such sale shall receive the proceeds of the sale and shall apply the same as provided below. Payment of the purchase price to Trustee shall satisfy the liability of the purchaser at any such sale of the Property, and such person shall not be bound to look after the application of the proceeds.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property

exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, (2) vacate the Property immediately upon the demand of Lender, or (3) if such tenants refuse to surrender possession of the Property upon demand, the purchaser shall be entitled to institute and maintain the statutory action of forcible entry and detainer and procure a writ of possession thereunder, and Grantor expressly waives all damages sustained by reason thereof.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Trustee may convey all or any part of the Property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty. Grantor waives all requirements of appraisal, if any. The affidavit of any person having knowledge of the facts to the effect that proper notice as required by the Texas Property Code was given shall be prima facie evidence of the fact that such notice was in fact given. Recitals and statements of fact in any notice or in any conveyance to the purchaser or purchasers of the Property in any foreclosure sale under this Deed of Trust shall be prima facie evidence of the truth of such facts, and all prerequisites and requirements necessary to the validity of any such sale shall be presumed to have been performed. Any sale under the powers granted by this Deed of Trust shall be a perpetual bar against Grantor, Grantor's heirs, successors, assigns and legal representatives.

Proceeds. Trustee shall pay the proceeds of any sale of the Property (a) first, to the expenses of foreclosure, including reasonable fees or charges paid to the Trustee, including but not limited to fees for enforcing the lien, posting for sale, selling, or releasing the Property, (b) then to Lender the full amount of the Indebtedness, (c) then to any amount required by law to be paid before payment to Grantor, and (d) the balance, if any, to Grantor.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as Lender's attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law. In the event of foreclosure of this Deed of Trust, Lender shall be entitled to recover from Grantor Lender's reasonable attorneys' fees and actual disbursements that Lender necessarily incurs in pursuing such foreclosure.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other lienholder of the Property of the commencement of a foreclosure proceeding or of the commencement of any other action to which Lender may avail itself as a remedy, except to the extent required by applicable law or by written agreement.

Trustee. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Substitute Trustee. Lender, at Lender's option, from time to time, and more than once, may appoint in writing a successor or substitute trustee, with or without cause, including the resignation, absence, death, inability, refusal or failure to act of the Trustee. The successor or substitute trustee may be appointed without ever requiring the resignation of the former trustee and without any formality except for the execution and acknowledgment of the appointment by the beneficiary of this Deed of Trust. The successor or substitute trustee shall then succeed to all rights, obligations, and duties of the Trustee. This appointment may be made on Lender's behalf by the President, any Vice President, Secretary, or Cashier of Lender.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Deed of Trust will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Texas. In all other respects, this Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oklahoma without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Deed of Trust is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Deed of Trust has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Oklahoma.

Joint and Several Liability. All obligations of Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means AmeriState Bank, and its successors and assigns.

Borrower. The word "Borrower" means Nicolasa Prado and Jesus Prado and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means Nicolasa Prado and Jesus Prado.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means AmeriState Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated December 10, 2014, in the original principal amount of \$45,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is December 10, 2019.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

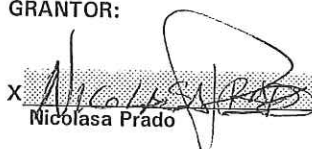
Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

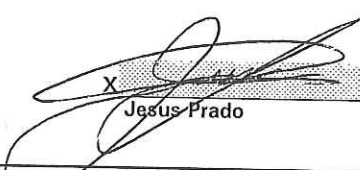
Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property. The word "Rents" shall also mean all "Rents" as defined in Chapter 64 of the Texas Property Code.

Trustee. The word "Trustee" means Charles A. McCall, whose address is PO Box 718, Atoka, OK 74525 and any substitute or successor trustees.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X 
Nicolasa Prado

X 
Jesus Prado

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Texas

)

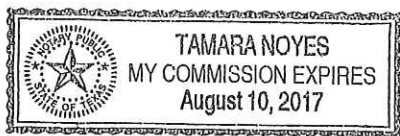
COUNTY OF

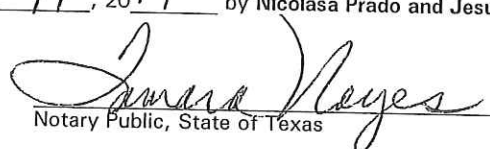
Grayson

) SS

)

This instrument was acknowledged before me on December 11th, 2014 by Nicolasa Prado and Jesus Prado.




Notary Public, State of Texas

Bid Memo		2015081	Date	7/22/2015
Job: Sherman Barber Shop - Prado				
Location: 312 S. Travis Street, Sherman, Texas 75090				
Firm: Constructus Associates, LLC	Prepared by: Jim Batten			
Address: 7015 Twin Hills Avenue, Suite 105	Approved by:			
City/State/Zip: Dallas, Texas 75231				
Type of Work: General Contracting	Phone: 972-998-0027			
Work Included:			Amount of Bid	
Store Remodel				
Demolition/Haul-away			3,000.00	
Permit/Asbestos Report/Green Report/Permit Drawings and Plots			8,750.00	
New Construction				
Install perimet and interior walls, interior doors, suspended ceiling, ceiling and wall insulation, hardware			21,400.00	
Install new wood framed loft, install existing staircase, handrails, guardrail			9,500.00	
Install new concrete flooring			19,800.00	
Install plumbing, hvac and electrical as required			21,750.00	
Tape, Bed, Texture, Paint			8,000.00	
Install new hollow metal door, panic hardware at rear wall			1,200.00	
Demo and rebuild front façade (Allowance)			35,000.00	
Sub-total			128,400.00	
Contractors Overhead, Profit and Taxes @ 15%			\$ 19,260.00	
Total Bid			\$ 147,660.00	
Exclusions and Qualifications:				
Signage - interior or exterior				
Door accessories - closers, view ports, etc.				
Equipment, computers, phone, tv, pos, or other data lines, soundproofing, insulation, window treatments, crown molding, security system,				
Fire sprinkler system,				
Furnishings				
Acknowledgment of Addenda				
Delivery:			Excluded	
			Included	
www.socrates.com		Page 1 of	Received by	
		SS4301-200 • Rev. 06/05		

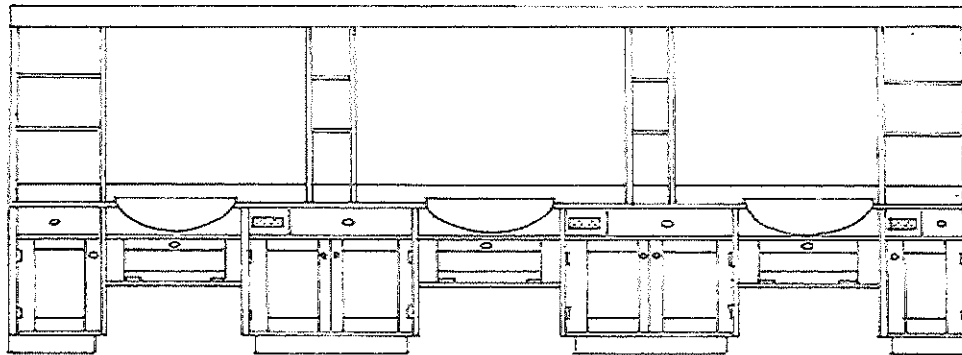
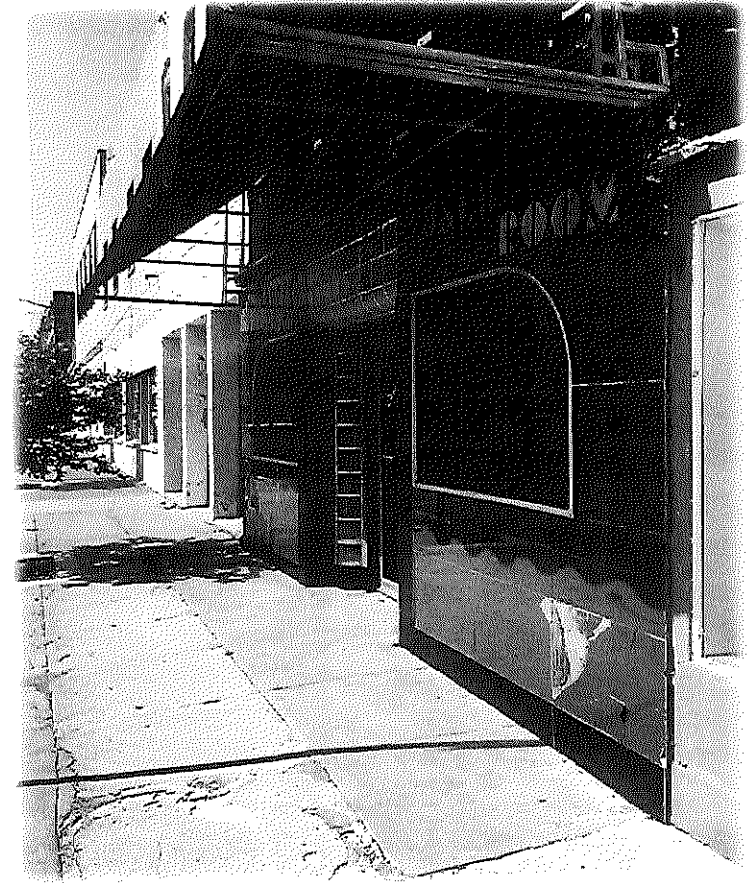
8/18/2015

Juan Vargas

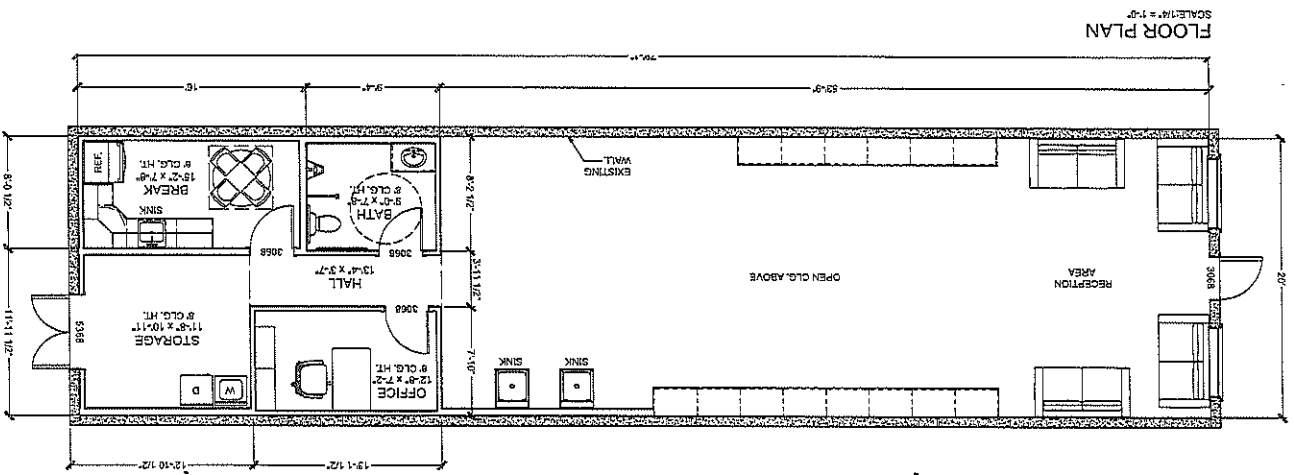
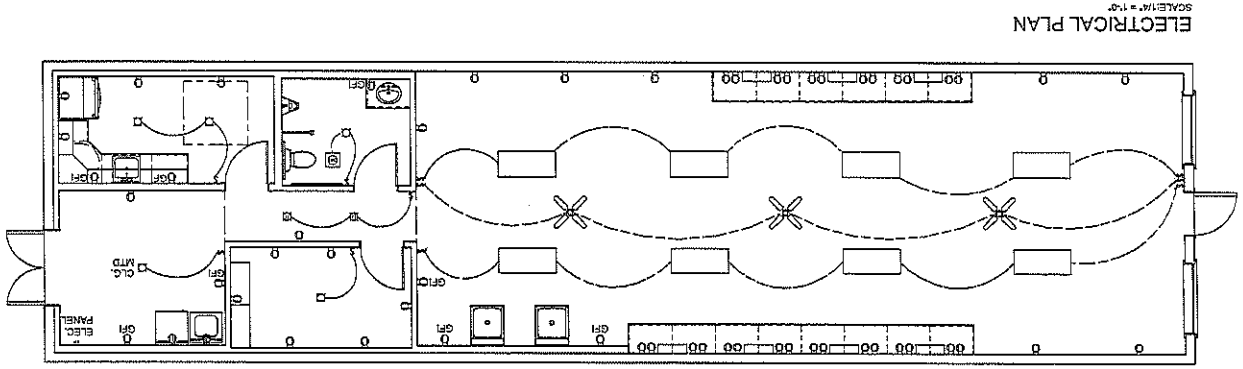
(972)-740-6903

Address of Bid: 213 S. Travis S. Sherman Texas

Any type of demolition	\$1,500
City permits	\$3,000
Asbestos Survey	\$1,200
Plumbing	\$6,000
Concrete (<i>Flooring Stained</i>)	\$13,000
Electricity	\$3,000
Building New walls/Rooms (includes all material needed)	\$14,000
Sheetrock/tape/texture/Paint	\$5,500
Insulation	\$1,200
Doors/Front doors/back doors	\$2,200
Suspended ceilings	\$1,000
Front of building remodel	\$18,000
Roof repairs	\$1,000
Barber Stations	\$10,000
Total Amount for bid	\$80,900



← Stations inside



A-1

SHEET:

SCALE:

7/13/2015

DATE:

DRAWINGS PROVIDED BY:
NBS Drafting & Design
303 W. Houston
Sherman, Texas 75090
903.802.5620

A New Barber Shop for
JESUS PRADO
213 S. Travis
Sherman, Texas

REVISION TABLE

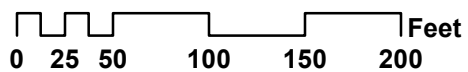
NO.	DATE	REVISION







213 South Travis Street





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 4.

Meeting Date: 03/07/2016

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

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6063

Creating a Main Street Advisory Committee; Providing for Its Membership and Terms of Office;
Allowing Its Organization and Structure

Issue:

With the City of Sherman's recent designation as a Main Street City, it is time to create and appoint members to a Main Street Advisory Committee.

Background:

The purpose of the Main Street Advisory Committee is to encourage participation in the Main Street revitalization program, to establish goals and priorities for the Main Street Program, to review design appropriateness, and to partner with the Main Street Manager in preservation and revitalization efforts. The Committee will consist of six members, each appointed by the City Council, and will serve for a term which will be no more than three years in duration. Four of the six initial members will serve for an initial term of one year, to allow for a rotation in Committee members to be established. The actual length of term for Committee members will be determined by the Committee at a later date, when it creates its Bylaws.

Origination:

Tourism/Main Street Manager Sarah McRae

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

It is the staff's recommendation that the City Council approve the Resolution creating the Main Street Advisory Committee.

Alternatives:

No alternatives are recommended.

Attachments

Resolution No. 6063

Application for Board or Commission Membership

RESOLUTION NO. 6063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CREATING A MAIN STREET ADVISORY COMMITTEE; PROVIDING FOR ITS MEMBERSHIP AND TERMS OF OFFICE; ALLOWING ITS ORGANIZATION AND STRUCTURE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas, desires to create a Main Street Advisory Committee to encourage participation in the Main Street revitalization/preservation program, to establish goals and priorities for the Main Street Program, to review design appropriateness for the purpose of participation in incentive grant projects, and to advise, partner with, and support the Main Street Manager;

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

SECTION 1. That there is hereby created the Main Street Advisory Committee of the City of Sherman, Texas, which shall consist of six (6) members at-large, in addition to a Representative of the Sherman City Council and the President of Downtown Sherman Preservation & Revitalization, each of whom shall serve *ex officio*. Each member shall be a voting member. Each at-large member shall be subject to the limitation on number and duration of terms provided by the Sherman City Charter and Code of Ordinances; provided, however that, at the Committee's organizational meeting, the at-large members shall draw lots to establish the duration of the initial terms, with four (4) at-large members serving an initial term of one year. The expiration date of all at-large terms shall be March 31st of the year corresponding with the results of the drawing of lots.

SECTION 2. That the Committee shall elect its own officers, may establish its own procedural rules, and may adopt by-laws for the conducting of its business, to the extent that such by-laws do not conflict with the Charter and Code of Ordinances of the City of Sherman. Further, the Committee shall establish the term of office for its members that does not exceed the three (3) year limit set forth in the Sherman City Charter and Code of Ordinances.

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

PASSED AND APPROVED on this the ____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: _____
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission: _____

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: _____	Business Name: _____
Mailing Address: _____	Occupation: _____
Telephone: _____ Fax: _____	Address: _____
E-Mail: _____	Telephone: _____ Fax: _____
Sherman Resident for _____ years County: _____	E-Mail: _____
Drivers License No.: _____	
Voter Registration No.: _____	

Which Council District do you live in? (see attached map) _____

Prior work experience: (please include dates)

Educational Achievement:

High School Graduate? ☐ Yes ☐ No Year Graduated/Left School? _____
Business College, Correspondence School, Adult Education, Other? _____
Name of College/University: _____ ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☐ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☐ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (*how would you use this experience to benefit the City*)?

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) _____

2) _____

3) _____

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☐ No
Comments: _____

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____ Date: _____

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 5.

Meeting Date: 03/07/2016

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

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6064**

Authorizing the Purchase of a LEEBOY 8500C Asphalt Paving Machine for the Street Maintenance Department from ROMCO Equipment Co. through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

Authorizing the Street Maintenance Department to purchase a LEEBOY 8500C asphalt paving machine through the BuyBoard.

Background:

While making large asphalt repairs, the Street Department must use an inefficient amount of manual labor and use of equipment not suited for the application. The benefits of owning a paving machine improves labor efficiency, extends the paving "season", and allows for a higher quality repair which provides a much improved driving surface.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Public Works/Street Maintenance Department

Financial Consideration:

In September of 2015, the City of Sherman's Street Maintenance Department rented a LEEBOY 8500C asphalt paver from ROMCO Equipment Co. This paving machine was rented in order to repair the streets damaged by the 2015 FEMA disaster events. ROMCO is an approved BuyBoard vender. This equipment was delivered in new condition; and ROMCO has offered to sell it to the City at the BuyBoard price of \$130,265.00. Further, ROMCO will accept the amounts paid for rental, \$41,615.00, as payment toward the purchase, leaving a net purchase price of \$88,650.00. The Street Maintenance Department will fund this purchase with FY2016 monies budgeted to build an equipment shed in the amount of \$41,800.00 with the remainder funded from the Street Material budget. This transaction will not negatively affect the Street Maintenance Department budget.

Staff Recommendation:

Staff recommends that the City Council approve this purchase request through the BuyBoard.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6064

ROMCO/BuyBoard Proposal

BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 6064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A LEEBOY 8500C ASPHALT PAVING MACHINE FOR THE STREET MAINTENANCE DEPARTMENT FROM ROMCO EQUIPMENT CO. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); 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 to purchase from ROMCO Equipment Co. through the Texas Local Government Purchasing Cooperative (BuyBoard), a LEEBOY 8500C Asphalt Paving Machine, at a total price of Eighty-Eight Thousand Six Hundred Fifty Dollars and No Cents (\$88,650.00), in accordance with the provisions of the BuyBoard proposal and terms and conditions of the Interlocal Participation Agreement, both attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2015-2016 budget.

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

PASSED AND APPROVED on this the ____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



1150 West Old Settlers Blvd / Round Rock, TX 78681 / 512-388-2529 / Fax: 512-388-1781

Quote No. ES07003415
Version: 1
Date: 02/09/2016

Attn: Public Works
CITY OF SHERMAN
P. O. BOX 1106
Sherman, TX 75090

ROMCO Equipment Co. is pleased to present the following equipment for your consideration:

1 NEW LEEBOY 8500C CONVEYOR PAVER, S/N 113535, EQUIPPED AS FOLLOWS:

- Kubota Turbocharged Diesel Engine @ 74 Hp / Tier 4i Compliant
- 14" Poly Pad Tracks
- High Deck Configuration
- Truck Hitch
- Work Light Package
- Oil Pressure & Water Temperature Gauges
- Volt Meter / Tachometer / Hour Meter
- Electric Fuel Gauges
- Back-up Alarm
- Sonic Auger, Sensor and Cords
- All Standard Equipment

BUYBOARD SALE PRICE: \$130,265.00
BUYBOARD CONTRACT NUMBER: 424-13

Price does not include any taxes. The above price is valid for 30 days unless specifically extended by ROMCO Equipment Co.

Notice is hereby given that ROMCO Equipment Co. LLC has assigned its rights under this sales contract to ROMCO Exchange Co. LLC to sell the equipment described herein and, if applicable, to purchase trade-in property described herein.

Quoted By:

Keith Hooks
ROMCO Equipment Co. Sales

EQUIPMENT FOR THE CONSTRUCTION, MINING AND AGGREGATE INDUSTRIES



5151 Cash Road, Dallas, Texas 75247
1350 N.E. Loop 820, Fort Worth, Texas 76106
1042 S.E. Loop 410, San Antonio, Texas 78220
2116 E. Loop 281, Longview, Texas 75605
312 Park Street, Mercedes, Texas 78570
1150 West Old Settlers Blvd., Round Rock, Texas 78681
1 Mile West of I-45 on FM 164, Buffalo, Texas 75831
8450 Breen, Houston, Texas 77064

CUSTOMER EQUIPMENT ORDER

Date: 2-9-2016

INVOICE TO	NAME City Of Sherman		Customer No.	
	Address PO Box 1108			
	City Sherman	County	State Tx	Zip

SHIP TO	Name City of Sherman			
	Address			
	City	County	State	Zip
	Job Name		Job No.	

CUSTOMER ORDER NO.	OUR ORDER NO.	F.O.B.	DATE SHIPPED	VIA	PREPD.	COL.	TERMS
--------------------	---------------	--------	--------------	-----	--------	------	-------

By this order, the undersigned customer requests ROMCO Equipment Co., the Company, to ship as specified above, the following equipment:
"Notice is hereby given that ROMCO Equipment Co., will assign to ROMCO Exchange Co., LLC its rights under any sales contract to sell the equipment described herein or to purchase trade-in property described herein."

"Notice is hereby given that ROMCO Equipment Co., will assign to ROMCO Exchange Co., LLC its rights under any sales contract to sell the equipment described herein or to purchase trade-in property described herein."			SALE OR RECAPTURE PRICE	
QUANTITY	MACHINE AND MODEL	RENTAL RATE	UNIT PRICE	EXTENSION
One	Leeboy 7000B Asphalt Paver			\$88,650.00
	S/N 113535			
DESCRIBE TRADE-IN:		SUBTOTAL		\$88,650.00
		FREIGHT		N/a
SPECIAL TERMS ON TRANSACTION:		TRADE-IN ALLOWANCE		(N/A)
Buyboard	\$130,265.00	HEIT TAX		N/A
Less Previous Rent	\$ 1,115.00	DIESEL EQUIPMENT SURCHARGE		N/A
	\$129,150.00	SALES TAX		N/A
Less Payments Sherman	\$ 40,500.00	NET PRICE		\$88,650.00
Net	\$ 88,650.00			

CUSTOMER IS ORDERING THIS EQUIPMENT UNDER CONDITIONS CHECKED BELOW:

☒ Cash ☐ Note & Security Agreement ☐ Rental ☐ Lease ☐ With Purchase Option

LEASE OR RENTAL: Customer agrees to pay Company rental single shift operation at the rate of \$ _____
per _____ plus applicable sales tax for a minimum period of _____
months, commencing _____.

RENTAL RATES ARE FOR NORMAL AND REASONABLE USE (UP TO 8 HOURS PER DAY, 40 HOURS PER WEEK, OR 176 HOURS PER MONTH/4 WEEK PERIOD) AND WILL BE INCREASED PROPORTIONATELY FOR ANY GREATER USE. IF CUSTOMER HAS PURCHASE OPTION, IT MAY BE EXERCISED AT ANY TIME DURING TERM SO LONG AS CUSTOMER IS NOT IN DEFAULT, FOR CASH OR ON TERMS ACCETABLE TO COMPANY. REPAIR COSTS (EXCLUDING WARRANTY) PAID BY COMPANY DURING THE PERIOD OF LEASE OR RENTAL WILL BE ADDED TO THE PURCHASE OPTION PRICE OF THE UNIT SHOWN ABOVE UPON EXERCISE OF OPTION.

THIS ORDER IS ALSO SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF WHICH CUSTOMER DECLARES HE HAS READ AND UNDERSTANDS. SUCH TERMS AND CONDITIONS INCLUDE AN EXPRESS DISCLAIMER OF CERTAIN WARRANTIES AND LIABILITIES.

Accepted for ROMCO Equipment Co.

Customer: City Of Sherman

In Dallas County, Texas on _____ 20____

Signed By: _____

By: _____

Title: _____

Title: _____

Print Name: _____

Revised 5/17/06

Salesman: Keith hooks



1150 West Old Settlers Blvd. / Austin, TX 78681 / (512) 388-2529 / Fax: (512) 388-1781

City of Sherman

Leeboy 8500C

DATE	INVOICE	PAID AMOUNT	% APPLIED	TOTAL
10/12/2015	10162451	\$10,800	100%	\$10,800
9/14/2015	10161434	\$10,800	100%	\$10,800
12/7/2015	10164242	\$10,800	100%	\$10,800
11/9/2015	10163401	\$10,800	75%	\$8,100
		Total Paid \$42,200	Total Applied	\$40,500

1/04/2016	10165034	\$10,800 Billed	Open
2/01/2016	10165952	\$10,800 Billed	Open

EQUIPMENT FOR THE CONSTRUCTION, MINING AND AGGREGATE INDUSTRIES

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

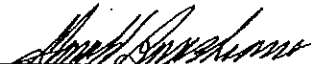
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

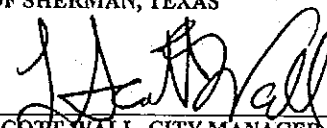
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 03/07/2016

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, 2015 from Adami, Lindsey and Company, L.L.P.

Issue:

To receive a presentation from Adami, Lindsey and Company, L.L.P. of Sherman, Texas, and accept the audit report for the year ended September 30, 2015

Background:

On February 18, 2016, 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, 2015. 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, 2015 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 at the March 7, 2016 meeting.

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 2.

Meeting Date: 03/07/2016

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Discuss and Consider Approval of the Budget Calendar for Fiscal Year (FY) 2016-2017

Issue:

Set budget calendar for FY 2016-2017

Background:

Several meetings are necessary to develop the budget for the upcoming fiscal year. There is some flexibility in meeting dates reflected in the proposed budget calendar. Particularly important are the dates for the Budget Planning Meeting and the Budget Workshop. The Budget Planning Meeting will be used to garner Council input on Council initiatives to be included in the budget development process. The Budget Workshop will present a more detailed picture of the City budget and will be used to summarize Council direction for the upcoming year.

Included in this year's budget process will be discussion of the five-year financial and operational projections as has been the practice for the past several years. Although we will only be developing a budget and appropriating funds for FY 2016-2017, this five-year time horizon will reflect the impacts of such things as the capital improvement program, debt service, and projected tax base changes on the City's long-term financial outlook.

Origination:

Robby Hefton, City Manager

Financial Consideration:

None

Staff Recommendation:

The staff recommends that the Council, **by motion and order**, approve the budget calendar as presented and confirm the City Council Chambers as the site for the Budget Planning Meeting and Budget Workshop.

Alternatives:

The City Council could select alternative dates for the meetings, subject to Charter requirements.

Attachments

Proposed Budget Calendar - FY 2016-2017

PROPOSED BUDGET CALENDAR

FISCAL YEAR 2016-2017

Budget Planning Meeting with City Council and Financial Update	April 15, 2016
Budget Workshop*	June 21-22, 2016
Present Draft Budget to Council	July 18, 2016
Introduce Budget Ordinance	August 1, 2016
Final Action on Budget Ordinance	August 15, 2016
Introduce Tax Rate Ordinance	
Final Action on Tax Rate Ordinance	September 6, 2016

Notes:

Meeting times to be confirmed after the Budget Calendar is approved.

It is recommended that the Budget Planning Meeting and the Budget Workshop be held in the City Council Chambers.

* This is expected to be a one-day Workshop; but an additional day is scheduled as a placeholder in case more time is needed.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 3.

Meeting Date: 03/07/2016

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

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of the 2016 Earth Day Planning Committee to Temporarily Close Certain Streets for the "8th Annual Earth Day Festival" on Saturday, April 23, 2016

Issue:

The 2016 Earth Day Planning Committee proposes to hold the "8th Annual Earth Day Festival" on Saturday, April 23rd. They request barricades for street closures and City Hall parking lot closure.

Background:

Ms. Amy Hoffman-Shehan, representing the 2016 Earth Day Planning Committee, proposes to hold the "8th Annual Earth Day Festival" on the Sherman Municipal Grounds from 8:30 a.m. - 5:00 p.m. on Saturday, April 23rd. In order to accommodate the festival, the Committee requests delivery and pick up of barricades for street closures around the Municipal Building and City Hall parking lot closure. The street and parking lot closure times are from 7:00 a.m. - 5:00 p.m.

Origination:

Ms. Amy Hoffman-Shehan, Event Organizer, 2016 Earth Day Planning Committee

Financial Consideration:

Barricade placement and removal will be provided by the City of Sherman Street Department.

Staff Recommendation:

It is recommended that the City Council authorize the street closures, City Hall parking lot closure, the utilization of the Municipal Grounds and City resources to accommodate this event.

Alternatives:

As directed by the Council

Attachments

Request Letter dated February 15, 2016

Grounds Map

Street Closure Map

Earth Day Festival
Amy Hoffman-Shehan
1503 S Travis St
Sherman TX 75090
www.earthdaytexoma.org

City of Sherman
Robby Hefton, City Manager
Don Keene, Assistant City Manager
Steve Ayers, Directory of Community and Support Services
Members of the Sherman City Council

February 15, 2016

The 8th Annual Earth Day Festival is scheduled for April 23, 2016. It will be held in the Municipal Ballroom and Lucy Kidd-Key Park (municipal grounds). Please place our street closure request on the agenda for the March 7, 2016 City Council Meeting. The street and parking lot closures will be needed from 6:00 am until 5:00 pm on April 23. We would like to close South Rusk Street between Mulberry and Pecan Streets and South Elm Street between Mulberry and Pecan Streets. We would also like to close the parking lots on the south side of City Hall and the south side of the Municipal Building. The City Hall parking lot will be used for a various recycling events. Please see the attached map.

Please watch the Earth Day website (www.earthdaytexoma.org), as it is updated on a regular basis as the event evolves. The Texoma Earth Day Festival offers a full day of workshops, displays, demonstrations, musical entertainment, vendors of fine crafts and environmentally friendly products and services. Coordinated events include a children's art show, a children's recycled sculpture show, multiple recycling opportunities, plant sales, pet adoptions through the Sherman Animal Shelter adoption trailer, a blood drive, the used book sale through the Friends of the Sherman Library. "Trashion" a Trash Fashion Art Show is sponsored by Grayson College Art, Fashion and Cosmetology Departments.

The festival offers a wide variety of recycling opportunities, including a community-wide paper shredding event, electronic waste, cardboard, Styrofoam, hard plastics, clothing, ink and toner cartridges, and more. We are continuing to work with the Choctaw Nation Going Green program. The program is a valuable resource, providing resources and recycling services and assisting with publicity for the event. A new recycling partner this year is Texoma Community Center. The center will coordinate one of their semi-annual recycling round up fund raising events at the festival. They will take care of the electronic waste recycling for the festival and will serve as a valuable event for TCC. Sherman Noon Lions Club collects eyeglasses.

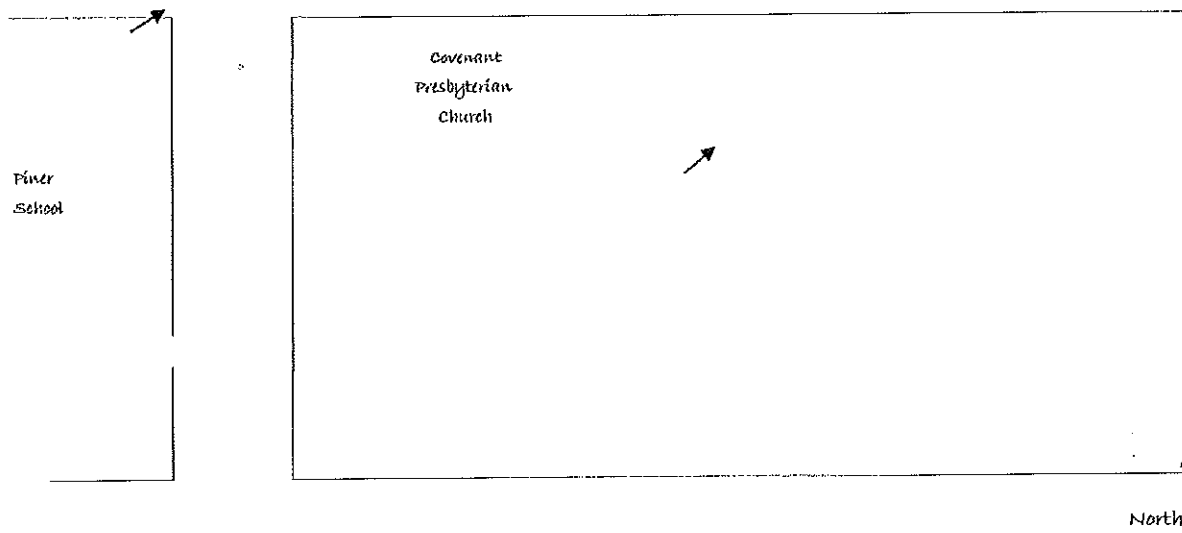
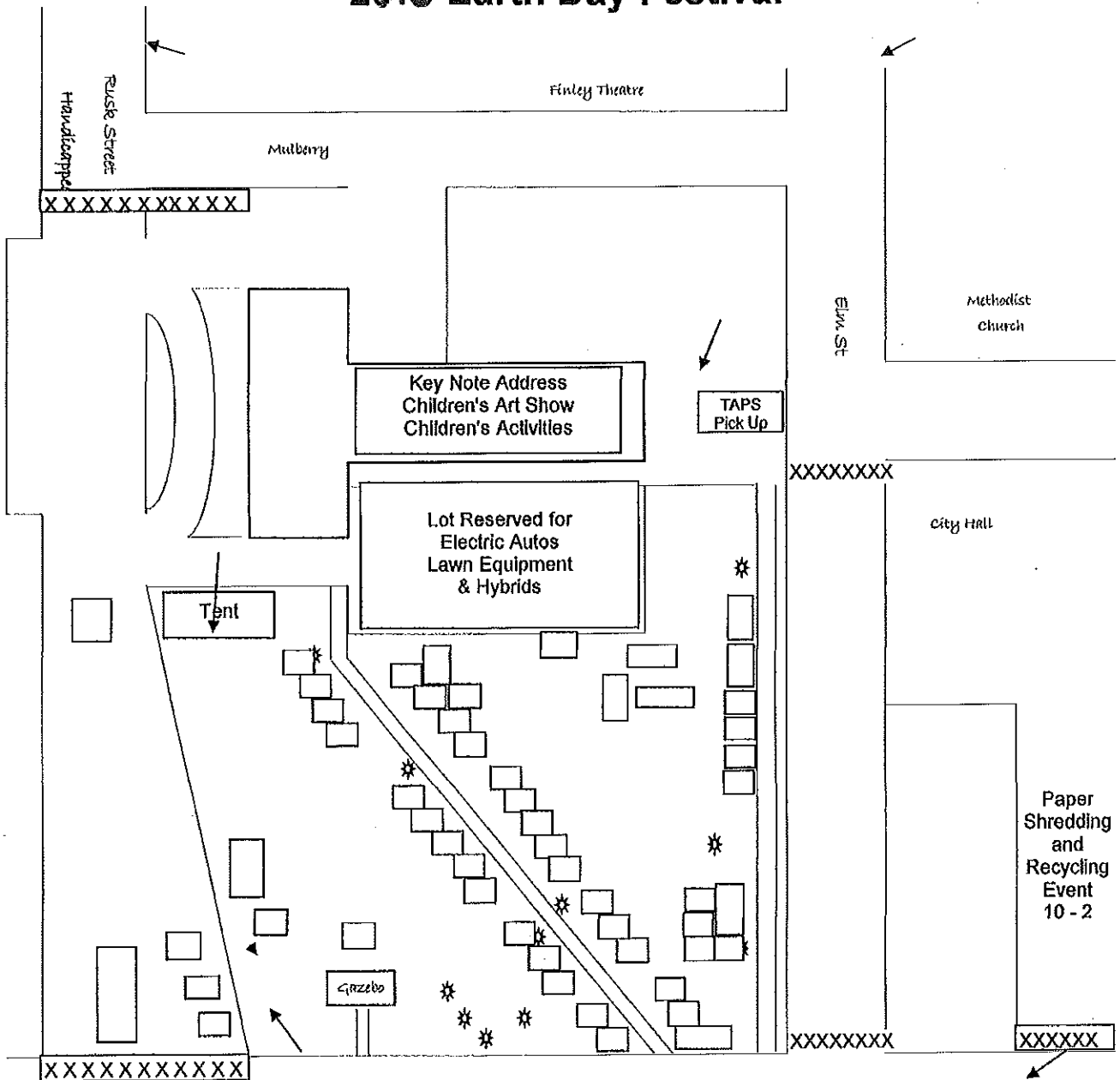
The Key Note Address will be at 11:00 am in the Municipal Ballroom. The speaker is to be determined.

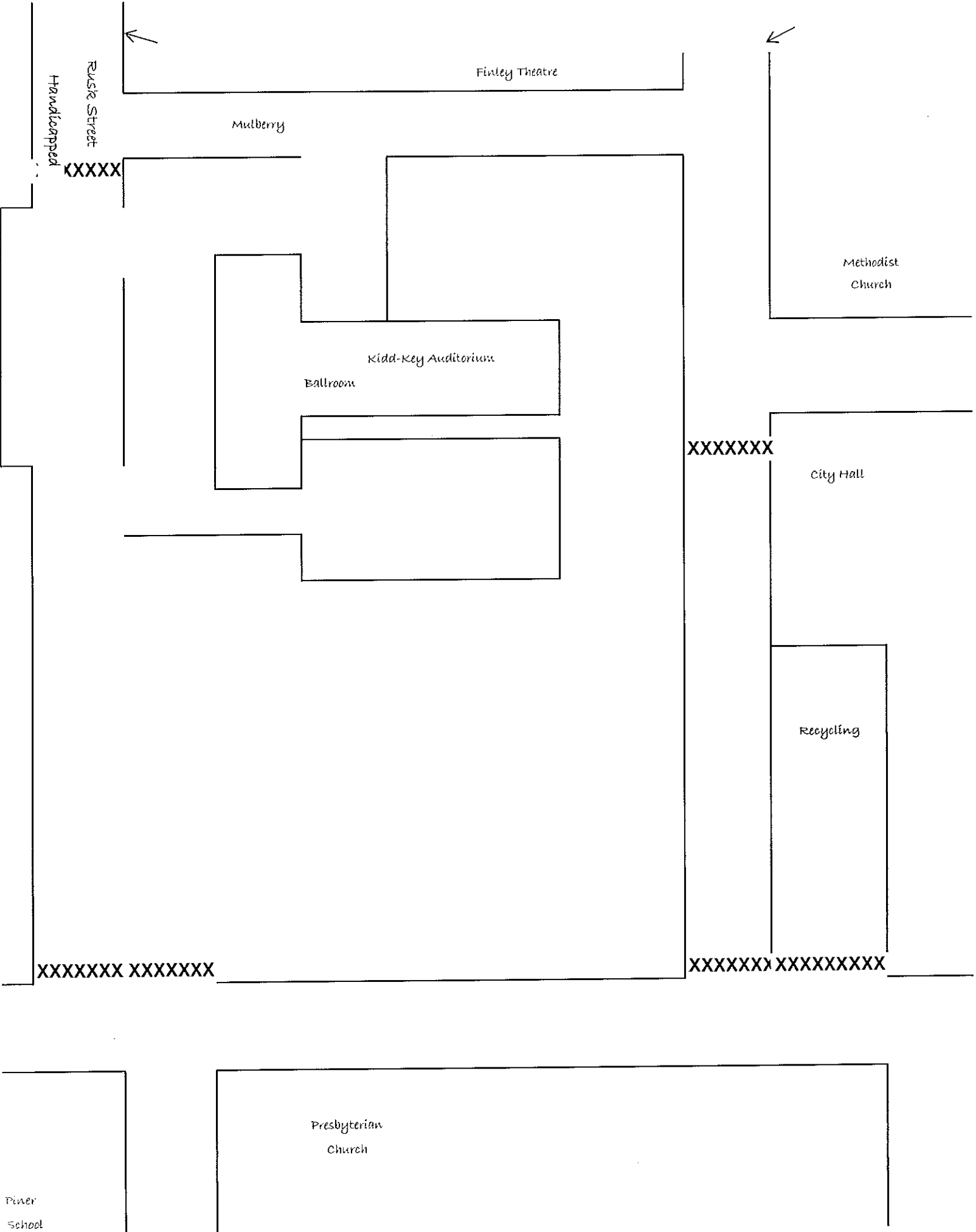
We greatly appreciate our partnership with the City of Sherman and encourage all of your participation. The Pretreatment and Solid Waste Departments provide valuable information to attendees, and pet adoptions always add an element of excitement and joy to the festival. We would encourage any departments and commissions to be part of the event. We hope the Police Department will hold their prescription drug collection at the festival grounds.

Sincerely,

Amy Hoffman-Shehan
Event Organizer

2016 Earth Day Festival







SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 4.

Meeting Date: 03/07/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Final Plat Approval of Palabra De Fe De Sherman Addition, being Part of a Replat of Blocks 5 and 6 of C.J. Keliehor's First Addition, being 11.14 acres in the Charles Carter Survey, Abstract No. 229, including Blocks 5 and 6 of C.J. Keliehor's First Addition; First Pentecostal Church, AKA Faith Church of Sherman, Owner; and Sartin and Associates, Inc., Surveyor (601 and 603 North Harrison Avenue)

Issue:

To consider approval of Palabra De Fe De Sherman Addition, being part of a Replat of Blocks 5 and 6 of C.J. Keliehor's First Addition, being 11.14 acres in the Charles Carter Survey, Abstract No. 229, including Blocks 5 and 6 of C.J. Keliehor's First Addition located at 601 and 603 North Harrison Avenue

Background:

The property is located at 601 and 603 North Harrison Avenue, the southeast corner of Harrison Avenue and Brockett Street; First Pentecostal Church was the former tenant. The property is zoned an R-1 (One Family Residential) District and R-2 (Multi-Family Residential) District. The owner would like to plat the property into two lots.

Origination:

First Pentecostal Church, AKA Faith Church of Sherman (Owner)
Sartin and Associates, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 16, 2016 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map

Zoning Map

Zoning Photo

Plat

P&Z Communication

Staff Review Letter



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



601 & 603 N. Harrison Avenue



NOT TO SCALE

City of Sherman, Texas
Developmental Services Department

1 in = 313 ft



Zoning - 601 & 603 N. Harrison Ave. Palabra De Fe Sherman Addition

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District

ZONING PARCELS

Zoning Classification

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District

Legend

- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District



City of Sherman, Texas
Developmental Services Department

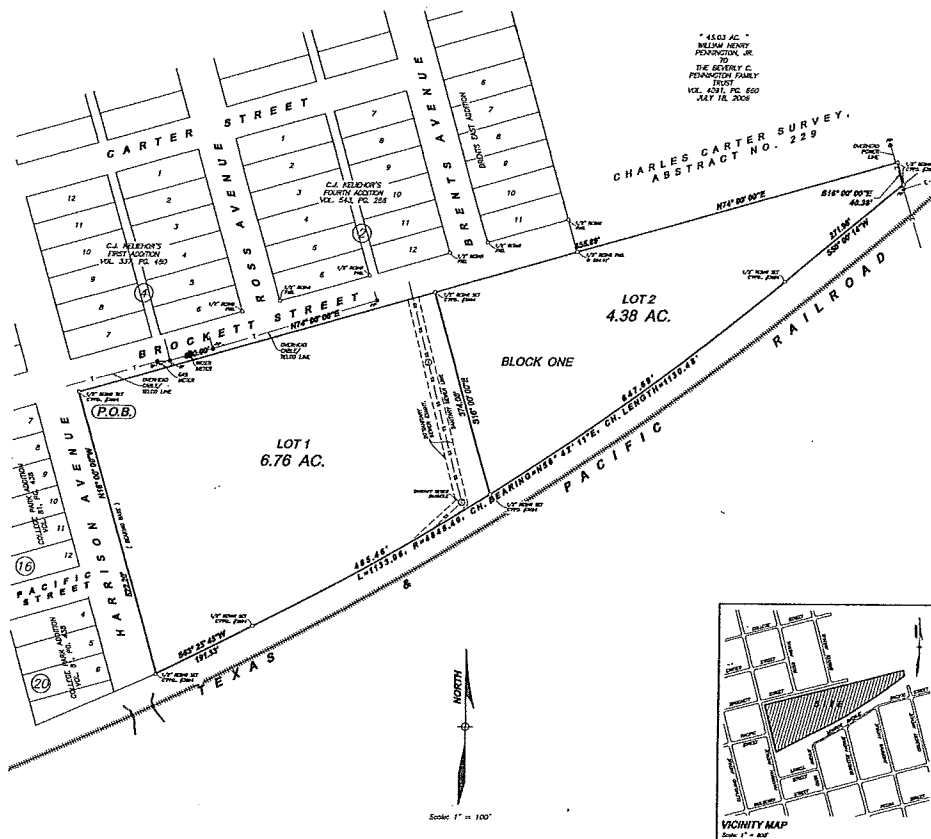


NOT TO SCALE

1 in = 376 ft

601 & 603 N. Harrison Ave.





FINAL PLAT
OF
PALABRA DE FE DE SHERMAN
ADDITION
TO
THE CITY OF SHERMAN, TEXAS

BEING 11.14 ACRES OUT OF THE
 C. CARTER SURVEY ABST. NO. 229
 INCLUDING BLOCKS FIVE AND SIX OF
 C. J. KELIENOR'S FIRST ADDITION
 TO THE CITY OF SHERMAN



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

Agenda Item No. 8.

Meeting Date: 02/16/2016

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

601 & 603 N HARRISON AVENUE

The request of First Pentecostal Church, AKA Faith Church of Sherman (Owners) and Sartin and Associates, Inc. (Surveyor), concerning the property at 601 and 603 North Harrison Avenue, being 11.14 acres in the Charles Carter Survey, Abstract No. 229, including Blocks 5 and 6 of C.J. Keliehor's First Addition, as follows;

Planning and Zoning Commission

Final plat approval of Palabra De Fe De Sherman Addition, being part of a Replat of Blocks 5 and 6 of C.J. Keliehor's First Addition.

Background:

The property is located at 601 and 603 North Harrison Avenue, the southeast corner of Harrison Avenue and Brockett Street; First Pentecostal Church was the former tenant. The property is zoned an R-1 (One Family Residential) District and R-2 (Multi-Family Residential) District. The owner would like to plat the property into two lots.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

First Pentecostal Church, AKA Faith Church of Sherman (Owners)
Sartin and Associates, Inc. (Surveyor)

Master Plan Designation:

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

and

Countryside – Countryside residential development is a land use category that captures the transition between agricultural land and estate development. Countryside lots are large (5+ ac.) and are not part of a traditional subdivision. The lots maintain open space and greater building setbacks.

Number of notices mailed:

83

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Photo

Blks 5 & 6 Keliehors 1st Addition

Plat

Staff Review Letter

**STAFF REVIEW LETTER**

February 9, 2016

Faith Church of Sherman
PO Box 1061
Sherman, Texas 75091

Dear Applicants,

The request for approval of the Final Plat of Palabra De Fe De Sherman Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 16, 2016 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 the various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches shall conform to the City of Sherman standards.
4. All utility notations shall be removed from the plat.
5. The width of the right-of-way and the pavement for Harrison and Brockett Streets shall be shown on the plat.
6. The sewer easement centered over the 6" sewer main shall be shown on the plat.
7. A 10' perimeter utility easement shall be shown.
8. Brockett Street right-of-way shall total 60 feet.
9. Detention in accordance with City criteria will be required as the site develops.
10. Field notes and sketch shall be reconciled.
11. Any other changes made to the final plat 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.

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 Lisa Whitfield, Engineering and Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,



Clint A. Philpott,
City Engineer

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Steve Ayers, Dir. Of Community and Support Services
Lisa Whitfield, Engineering & Development Coordinator
Sartin & Associates Surveying, P.O. Box 1843, Sherman, Texas 75091

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Don Keene, Asst. City Manager
Clay Barnett, Director of Public Works and Engineering



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. G. 1.

Meeting Date: 03/07/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

- (a) Keep Sherman Beautiful Commission (1)

Issue:

Lauren Roth's term on the Keep Sherman Beautiful Commission expired on January 1, 2016. She is eligible and does wish to be re-appointed. There are no other applications for this board.

Background:

The Keep Sherman Beautiful Commission promotes public interest in the general improvement of the environment of the City, and initiates, plans, directs, and coordinates programs in conjunction with and in cooperation with citizens, government, businesses, and industries within the City.

Origination:

This agenda item originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

The staff's recommendation is to consider an appointment to the Keep Sherman Beautiful Commission.

Alternatives:

The Council could choose not to make an appointment to the Keep Sherman Beautiful Commission.

Attachments

Roster

Fact Sheet

Applicant List

Lauren Roth Reappointment Letter

MEMBERSHIP ROSTER

KEEP SHERMAN BEAUTIFUL COMMISSION

LENGTH OF TERMS: 2 Years

Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Jennifer Thompson Recording Secretary	4	A 11/4/2013 R 1/5/2016	1/1/2016* 1/1/2018	1 2	2 Year Term
Kimberly Whaley	n/a	A 1/5/2016	1/1/2018	1	2 Year Term
Jessica Peters	1	A 1/5/2016	1/1/2018	1	2 Year Term
Lauren Roth Chairperson	4	A 11/4/2013	1/1/2016*	1	2 Year Term
Angela Krieger	1	A 11/4/2013 R 1/5/2016	1/1/2016* 1/1/2018	1 2	2 Year Term
Dusty Payne	3	A 11/4/2013 R 1/5/2016	1/1/2016* 1/1/2018	1 2	2 Year Term
Joshua Shelton	1	A 6/16/2015	1/1/2017	1	2 Year Term
Zac Grantham	1	A 6/16/2015	1/1/2017	1	2 Year Term
Amanda Phillips	1	A 6/16/2015	1/1/2017	1	2 Year Term

NOTE: All members shall be appointed for terms of two (2) years, and shall not serve for more than three (3) consecutive terms.

* Initially the terms will be for more than two years, in order to meet Article II, Section 2 of the By-Laws, stating that new terms begin on January 1 of each year.

Chairperson

NOTE: Chairperson serves one year terms

CHAIR	APPOINTMENT DATE	DATE CHAIR EXPIRES	YEARS SERVED AS CHAIR
Lauren Roth	11/5/2013	1/1/2015**	1

** Initially the Chairperson's term will be for more than one year, in order to meet Article II, Section 2 of the By-Laws, stating that new terms begin on January 1 of each year

FACT SHEET

KEEP SHERMAN BEAUTIFUL COMMISSION

Established by RESOLUTION 2805 – MARCH 2, 1992 – RE-ESTABLISHED BY RESOLUTION 3807 – APRIL 19, 1999; RE-ESTABLISHED BY RESOLUTION 5041 – JULY 16, 2007; BY-LAWS UPDATED BY RESOLUTION 5977 – JUNE 15, 2015

1. Number of Members: NINE (9)
2. Term of Appointment: TWO (2) YEARS
3. Consecutive Term Rule: THREE YEARS
4. Qualifications for Membership: INTEREST IN KEEPING SHERMAN BEAUTIFUL; DEDICATION TO IMPLEMENTATION OF ASSIGNED PROJECTS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization

CHAIRPERSON A VICE CHAIRPERSON E SECRETARY E

ELECTED APPOINTED

7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: BI-MONTHLY AT 5:30 P.M. OR WHEN CALLED
9. Attendance Requirements: IF A COMMISSION MISSES TWO MEETINGS WITHOUT NOTICE AND/OR WITHOUT GOOD CAUSE WITHIN A CALENDAR YEAR, AFTER WRITTEN NOTIFICATION BY THE CHAIRMAN, HE/SHE SHALL AUTOMATICALLY RELINQUISH HIS/HER PLACE ON THE COMMISSION

=====

PURPOSE:

Commission shall function to assist the City Council and the City staff by involving individuals, businesses, and industries throughout the community to promote education and activities and encourage waste reduction, litter prevention, and beautification programs and projects in affiliation with the Keep Texas Beautiful objectives.

RESPONSIBILITIES:

- (1) To plan, initiate, direct, and coordinate community-wide efforts to achieve its goals
- (2) To solicit and accept donations and appropriations for money, service, products, property, and/or facilities expenditure and use by the Commission for the accomplishment of its objectives as approved by the City Council
- (3) To make recommendations to the City Council, as well as to the private sector, regarding measures which it deems necessary to accomplish the objectives of both the City and the Commission.

APPLICANT LIST

Keep Sherman Beautiful Commission

Positions Vacant 1

Applicant	Address	District	Qualifications
Lauren Roth	1400 W. Laurel	4	Current Member; Wishes to be Reappointed

COMMENTS:

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

November 9, 2015

Lauren Roth
1400 W. Laurel
Sherman, Texas 75092



RE: Keep Sherman Beautiful Commission

Dear Ms. Roth:

Your term on the Keep Sherman Beautiful Commission expires on January 1, 2016. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Don Keene, Assistant City 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]

Signature

2/10/16

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

Agenda Item No. G. 2.

Meeting Date: 03/07/2016

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:

Nan Jones' term on the Library Board expires March 20, 2016. She has served three terms and is not eligible for reappointment. Lisa Hébert has submitted an application for service on the board. Ms. Hébert does reside in Sherman, however she is currently registered to vote in Whitewright. There are no other applications on file.

Background:

The Library Board serves in an advisory capacity to the City Librarian, the City Manager, and the City Council.

Origination:

The appointment originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider an appointment to the Library Board.

Alternatives:

The alternative is to delay the appointment to the Board.

Attachments

Roster

Fact Sheet

Applicant List

Lisa Hebert Application

MEMBERSHIP ROSTER

LIBRARY BOARD

LENGTH OF TERMS: THREE YEARS
Term Limit: Three Consecutive Terms

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Nan Jones	4	A 3/20/2007 R 3/20/2010 R 3/20/2013	3/20/2010 3/20/2013 3/20/2016	1 2 3	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	4/7/2018	1	
Laurie Mealy	1	A 1/19/2016	1/19/2019	1	
Nick Keating	4	A 1/8/2013 R 1/8/2016	1/8/2016 1/8/2019	1 2	
John West	1	A 1/8/2013 R 1/8/2016	1/8/2016 1/8/2019	1 2	
Darlene Schweizer	4	A 4/8/2008 R 4/8/2011 R 4/8/2014	4/8/2011 4/8/2014 4/8/2017	1 2 3	
Judith Sloan	4	A 1/8/2013 R 1/8/2016	1/8/2016 1/8/2019	1 2	

NOTE:

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.

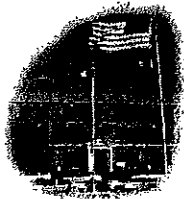
APPLICANT LIST

Library Board

Positions Vacant 1

Applicant	Address	District	Qualifications
Lisa Hébert	902 Cormorant	4	Grayson College Librarian

COMMENTS:



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:

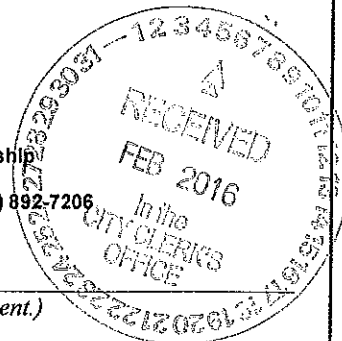
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206



Name:

Lisa M. Hébert

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission:

The Library Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 902 Cormorant Sherman, TX 75091

Mailing Address: 902 Cormorant, Sherman, TX 75091

Telephone: 903.826.0743 Fax: _____

E-Mail: lisahebert2010@gmail.com

Sherman Resident for 2 years County: 17

Drivers License No.: TX 15179840

Voter Registration No.: 1025541500 - REGISTERED IN WHITEWRIGHT (HARRIS)

Occupational Information

Business Name: Grayson College Librarian

Occupation: Librarian - Director of Libraries

Address: 6101 Grayson Drive Denison, TX

Telephone: 903.463.8637 Fax: _____

E-Mail: lisahebert2010@gmail.com

Which Council District do you live in? (see attached map) District 4 ✓

Prior work experience: (please include dates)

1999 - present Director of Grayson College Libraries

1997 - 1999 Ft. Hood Dept. of Defence Casey Memorial Library

1994 - 1997 Branch Librarian Manager Central Arkansas Library System

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1976

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: University of Arizona ☐ Bachelor's ☒ Master's ☐ PhD

Volunteer Work: (please include dates)

Grayson County Rotary 2012 - Present

Sherman Community Theater 2012 - 2015

Sherman Business and Professional Women - early 2000's

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - No

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

My education and profession is librarianship. My family are
lifelong users of public libraries. The expertise I have and
my calling for community service will benefit our city.

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) Facilities - Public libraries are important to our
community. Providing adequate space for growth and
application of changing resources are primary in our
providing services to all in the community.
- 2) Technology - Technology is everchanging. It is important
to have a foundation and structure to provide and keep up
with the variety of technologies. It is important to
work with collaborative efforts to provide resources of
technologies
- 3) Collections - Collection Management is essential
to the availability of resources. Information comes in
many formats and a variety of devices are used. A
collection should cover the depth and breadth of the needs
of all in our community

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Masters in library science

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

NONE

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No

Comments: I am familiar with persons who have served on this board
in the past and respect their calling to serve our library
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: Lisa Hebert

Date: 2-2-16

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 03/07/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2016 Council Calendar

2016

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

FEBRUARY						
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28	29					

MARCH						
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APRIL						
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MAY						
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JUNE						
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JULY						
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AUGUST						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

2/11/2016	Called Council Meeting for Transportation Workshop
4/15/2016	Called Budget Planning Meeting in Council Chambers
06/21-22/2016	Called Budget Workshop in Council Chambers
7/4/2016	Independence Day/Called Council Meeting on 7/5/2016
9/5/2016	Labor Day/Called Council Meeting on 9/6/2016
