

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, FEBRUARY 15, 2016
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY DEPUTY MAYOR JASON SOFEY**
- A. 3. INVOCATION BY DEPUTY MAYOR JASON SOFEY**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 1, 2016**

Public Hearing

- B. 1. PUBLIC HEARING**
Conduct the Second Public Hearing Concerning the Annexation of 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

Close Public Hearing and Consider the Consent Agenda

- B. 2. 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. 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
- C. 2. * 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

Requests to Advertise

- D. 1.** *** REQUEST TO ADVERTISE**
Concession Stand(s) for the City of Sherman's Park System

Other Business

- E. 1.** **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
- E. 2.** **OTHER BUSINESS**
Consider Request of Lakeshore Operating, LLC for a Reduction in Their Oil Well Performance Bond
- E. 3.** **OTHER BUSINESS**
Final Plat Approval of Ridgeview Court Estates, being 19.568 acres in the William Thompson Survey, Abstract No. 1210; S&P Texoma Real Estate, LLC, Owners; Teague, Nall & Perkins, Engineers; and Underwood Drafting and Surveying, Surveyor (100-400 Blocks of Ridgeview Road)
- E. 4.** *** OTHER BUSINESS**
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 and Surveying, Surveyor (747 Pleasant Home Road)
- E. 5.** *** OTHER BUSINESS**
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)
- E. 6.** *** OTHER BUSINESS**
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)
- F.** **CITIZEN REQUESTS**
- G.** **MEDIA QUESTIONS**
- H.** **COUNCIL COMMENTS**

Executive Session

I. 1. EXECUTIVE SESSION

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

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

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

Section 551.087 Deliberation Regarding Economic Development Negotiations:

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

The Council reconvenes into General Session

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 February 11, 2016 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 11th day of February, 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.

<u>Mayor</u>	<u>Deputy Mayor</u>	<u>Council Members</u>	
David Plyler	Jason Sofey	Kevin Couch, Council-At-Large, PL #1	Terrence R. Steele, Council – District #2
		Jason Sofey, Council-At-Large, PL #2	Tom Watt, Council – District #3
		Lawrence Davis, Council – District #1	Tammy Johnson, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. A. 4.

Meeting Date: 02/15/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 1, 2016

Attachments

February 1, 2016

STATE OF TEXAS §
 February 1, 2016
COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on February 1, 2016.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Called City Council Meeting of January 11, 2016 and the Regular City Council Meeting of January 18, 2016. Council Member Steele moved to approve the Minutes as presented; Second by Deputy Mayor Sofey. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

SPECIAL PRESENTATION

**INTRODUCTION OF THE CITY OF SHERMAN'S NEW
TOURISM / MAIN STREET MANAGER**

Robby Hefton, City Manager, introduced Sarah McRae, the City's new Tourism / Main Street Manager. Ms. McRae said she was excited to get started on the job and thankful for the opportunity.

TOURISM / MAIN
STREET MANAGER

Mr. Hefton said Ms. McRae's office is currently in the Conference Room in the City Manager's Suite. Within the next week or two, she will be located on the second floor of the Boardwalk Building in the downtown area. When the space is completed, Ms. McRae's office will be located on the first floor of the Boardwalk Building. This office should be ready sometime in late Spring or early Summer.

PUBLIC HEARING

**CONDUCT THE FIRST PUBLIC HEARING CONCERNING THE
ANNEXATION OF 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**

Mayor Plyler introduced the first public hearing on the proposed annexation of 274 acres of land near Friendship Road and SH 56.

ANNEXATION
FRIENDSHIP ROAD

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

The Public Hearing was closed.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 6055 – AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH GRAYSON COUNTY FOR THE PURCHASE OF VARIOUS COMMODITIES FOR THE CITY OF SHERMAN'S STREET MAINTENANCE PROGRAM
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH GRAYSON COUNTY FOR THE PURCHASE OF VARIOUS COMMODITIES FOR THE CITY OF SHERMAN'S STREET MAINTENANCE PROGRAM.

**RES 6055
GRAYSON COUNTY
INTERLOCAL
AGREEMENT FOR
STREET
MAINTENANCE**

Clay Barnett, Director of Public Works and Engineering, said usually at this time the staff is requesting to advertise for the rock and oil for the City's chip seal program. This year the staff looked at different local entities with which they could "partner".

Grayson County was the most advantageous entity for the City to partner with, and the staff expects to save some money, while partnering with another local government.

Council Member Steele verified that the City would be purchasing materials directly from the County's vendors at the same price for which the County has contracted.

ACTION TAKEN.

Motion by Deputy Mayor Sofey to approve Resolution No. 6055, as presented. Second by Council Member Watt.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6056 – AUTHORIZING THE TEXAS COALITION FOR AFFORDABLE POWER, INC. (TCAP) TO NEGOTIATE AN ELECTRIC SUPPLY AGREEMENT FOR FIVE YEARS FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018; AUTHORIZING TCAP TO ACT AS AN AGENT ON BEHALF OF THE CITY TO ENTER INTO A CONTRACT FOR ELECTRICITY; AUTHORIZING THE EXECUTIVE DIRECTOR OF TCAP OR THE CITY OF SHERMAN MAYOR OR CITY MANAGER TO EXECUTE AN ELECTRIC SUPPLY AGREEMENT FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018 AND COMMITTING TO BUDGET FOR ENERGY PURCHASES IN 2018 THROUGH 2022 AND TO HONOR THE CITY'S COMMITMENTS TO PURCHASE POWER FOR ITS ELECTRICAL NEEDS IN 2018 THROUGH 2022 THROUGH

**RES 6056
ELECTRICAL
SERVICE THROUGH
TCAP**

TCAP

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE TEXAS COALITION FOR AFFORDABLE POWER, INC. (TCAP) TO NEGOTIATE AN ELECTRIC SUPPLY AGREEMENT FOR FIVE YEARS FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018; AUTHORIZING TCAP TO ACT AS AN AGENT ON BEHALF OF THE CITY TO ENTER INTO A CONTRACT FOR ELECTRICITY; AUTHORIZING THE EXECUTIVE DIRECTOR OF TCAP OR THE CITY OF SHERMAN MAYOR OR CITY MANAGER TO EXECUTE AN ELECTRIC SUPPLY AGREEMENT FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018 AND COMMITTING TO BUDGET FOR ENERGY PURCHASES IN 2018 THROUGH 2022 AND TO HONOR THE CITY'S COMMITMENTS TO PURCHASE POWER FOR ITS ELECTRICAL NEEDS IN 2018 THROUGH 2022 THROUGH TCAP.

Mary Lawrence, Director of Finance, said this agreement is similar to one the City entered five years ago with the Texas Coalition for Affordable Power, Inc. The Coalition consists of 170 political subdivisions, mostly cities. They negotiate directly in the wholesale electric market on behalf of the members to give them "buying power".

This contract is different from the previous one, in that the City has three options. The first option is a fixed price 24/7 contract, like we currently have. The other two options have a variable rate component.

However, when these options were developed in 2014, there was a bigger difference between the fixed rate and the market rate. Since then, prices have fallen to historic lows and the difference is a lot smaller. She said the City would still have the market risk if they took a variable rate option. It's hard to justify the market risk when the additional savings aren't there. Most of the other TCAP members have also taken option 1, which is what the staff is recommending.

The contract will "lock in" one of the lowest rates since the retail electric market was deregulated in 2002. The electric rate is comprised of kilowatt hours (of which the City has some control) and some other charges over which the City has no control. The City will see significant savings of about 25%, which amounts to "hundreds of thousands of dollars" for the City.

Ms. Lawrence said the contract won't begin until January 1, 2018, but the City will be locking in prices this summer through December 2022, at these historically low rates.

ACTION TAKEN.

Motion by Council Member Davis to approve Resolution No. 6056, as presented. Second by Council Member Steele.

COUNCIL MINUTES – FEBRUARY 1, 2016

VOTING AYE: Couch, Davis, Johnson, Sofey, Steele, Watt.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 6057 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH TOBAR PROPERTIES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 407 VERNON HOLLAND MEMORIAL DRIVE
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH TOBAR PROPERTIES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTIES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 407 VERNON HOLLAND MEMORIAL DRIVE.
CONSENT AGENDA.

RES 6057
RESIDENTIAL TAX
ABATEMENT
(407 VERNON
HOLLAND MEMORIAL
DR)

REQUEST TO ADVERTISE
AGRICULTURAL LEASE AT THE WASTEWATER
TREATMENT PLANT

REQ TO ADVERTISE
WWTP AG LEASE

The City Council approved the request to advertise for an agricultural lease on approximately 200 acres of City property at the Wastewater Treatment Plant.

In the past, the property was used for land application of biosolids and has been leased for agricultural purposes for three years. The lease will expire on May 14, 2016.
CONSENT AGENDA.

OTHER BUSINESS
APPROVE QUARTERLY INVESTMENT REPORT FOR
QUARTER ENDED DECEMBER 31, 2015

QUARTERLY
INVESTMENT REPORT

The City Council approved the Quarterly Investment Report for the quarter ended December 31, 2015. As of December 31, 2015, the portfolio was in compliance with applicable State laws and the Investment Policy.

The Operating investment portfolio had a book value of about \$15.7 million, a decrease of about \$2 million from the prior quarter of \$17.8 million. This decrease was due to withdrawal from the Local Government Investment Pool and an Agency maturity.

The underlying investments were adequately diversified among four different types of securities and are appropriately liquid. Its weighted-average maturity was about 487 days, down slightly from 490 days last period. The portfolio yield of 0.812% for the quarter is higher than the benchmark yield of 0.65%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.
CONSENT AGENDA.

CITIZENS REQUESTS
There were no citizen's requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

THANK YOU TO THE FIRE DEPARTMENT

Council Member Couch recognized the Fire Department saying they had a busy day yesterday with some structure fires. He thanked them for their hard work and thanked the other surrounding agencies that aided during the fires.

ELECTRICITY NEGOTIATIONS WITH TCAP

Deputy Mayor Sofey said the TCAP negotiations were very important and he thanked the staff for looking into the future and finding an opportunity that could save the City as much money as “landing” a large industrial revenue business. He commended the staff for their hard work.

TOURISM / MAIN STREET OFFICE

Deputy Mayor Sofey said he was happy to see that the Tourism / Main Street Office would be located downtown on Sherman’s main street. He also welcomed Sarah McRae to the City of Sherman as the new Tourism / Main Street Manager.

TOURISM / MAIN STREET MANAGER

Council Member Watt welcomed Ms. McRae to the City saying she had “landed in a good spot” and he was looking for good things from her.

TOURISM / MAIN STREET MANAGER

Council Member Johnson welcomed Ms. McRae to the City.

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

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

SECTION 551.071

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

SECTION 551.074

PERSONNEL MATTERS:
CONSIDER THE
QUALIFICATIONS, APPOINTMENT
AND REMOVAL OF MEMBERS TO
BOARDS AND COMMISSIONS:

MEDIA QUESTIONS

**THANK YOU TO
THE FIRE DEPT.**

**ELECTRICITY
NEGOTIATIONS
WITH TCAP**

**TOURISM / MAIN
STREET OFFICE**

**TOURISM / MAIN
STREET MANAGER**

**TOURISM / MAIN
STREET MANAGER**

EXECUTIVE SESSION

TEXOMA COUNCIL OF
GOVERNMENTS (TCOG)
GOVERNING BODY (1)

SECTION 551.087

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

On Motion duly made and carried, the Open Meeting
recessed and reconvened in Executive Session at 5:09 p.m.

On Motion duly made and carried, the Executive Session
recessed at 6:16 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

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO
BOARDS AND COMMISSIONS:

TEXOMA COUNCIL OF GOVERNMENTS (TCOG)
GOVERNING BODY (1)

TCOG GOVERNING
BODY

ACTION TAKEN.

Motion by Council Member Couch to appoint Council
Member Tammy Johnson to fill an unexpired term as
Sherman's representative to the Texoma Council of
Governments Governing Body, from February 2, 2016 to
November 2016. Second by Council Member Davis.

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

VOTING NAY: None.

MOTION CARRIED.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at
6:20 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 02/15/2016

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

PUBLIC HEARING

Conduct the Second Public Hearing Concerning the Annexation of 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

Issue:

To conduct the second public hearing concerning the annexation of approximately 274 acres of land 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 the February 1st public hearing, this second public hearing for the February 15th regular Council meeting, and introduction and adoption of the Ordinance to annex the subject property at the March 7th regular Council meeting.

The first public hearing was held on February 1st, as scheduled, with no public comments received.

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 City services.

Staff Recommendation:

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

Alternatives:

As directed by the City Council

Attachments

Municipal Service Plan

Annexation Schedule

Field Notes

Location Map

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.



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;

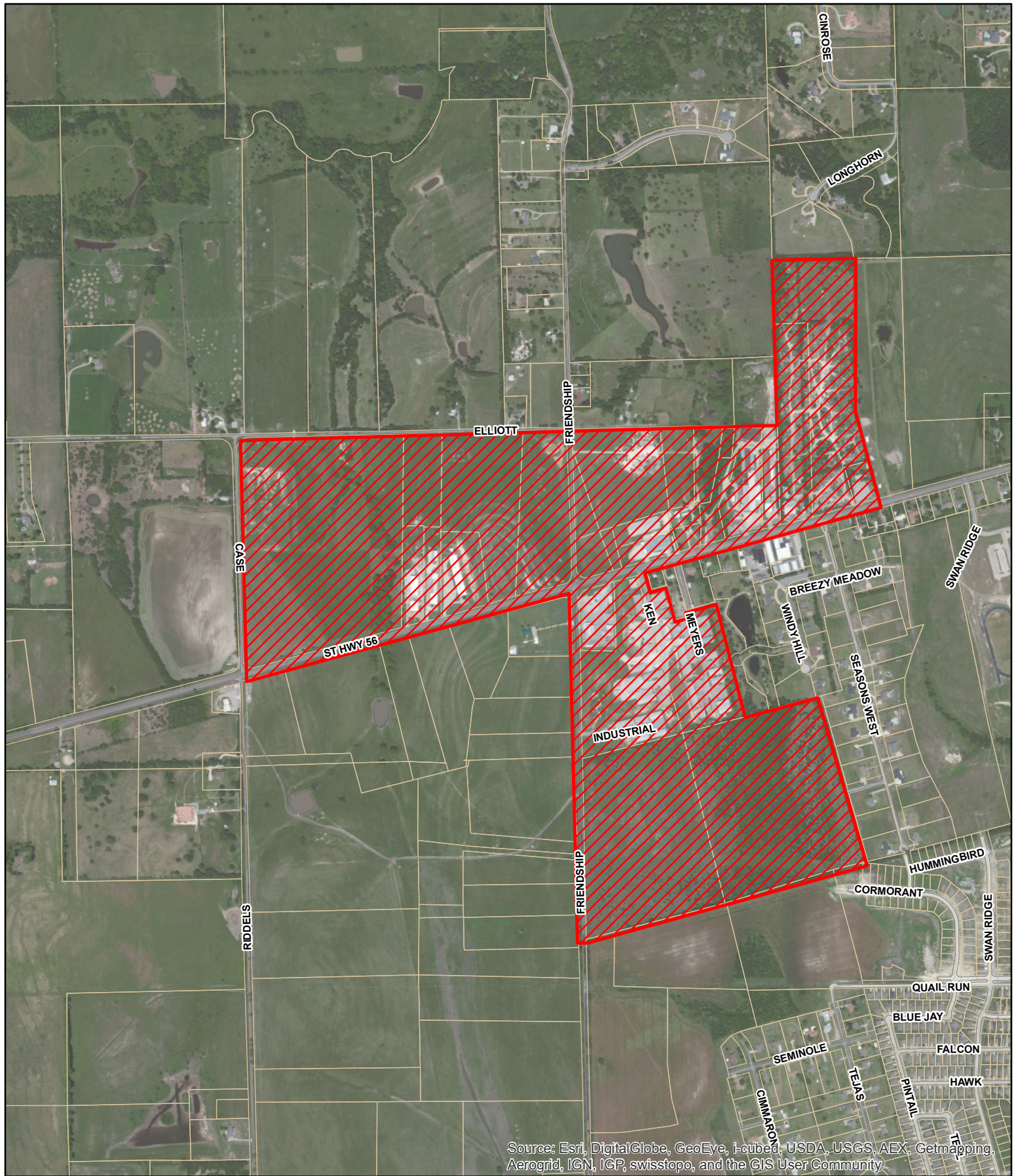
Thence Easterly passing the Southwest corner of the said Barajas tract and an inside "L" corner to the said Meyers tract on the East side of a 50 foot wide strip and continuing to the Southeast corner of the said Barajas tract and the most Easterly Northeast corner of the said Meyers tract in the West 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. 2.

Meeting Date: 02/15/2016

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. 2. * 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

D. 1. * REQUEST TO ADVERTISE

Concession Stand(s) for the City of Sherman's Park System

E. 4. * OTHER BUSINESS

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 and Surveying, Surveyor (747 Pleasant Home Road)

E. 5. * OTHER BUSINESS

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)

E. 6. * OTHER BUSINESS

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)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 02/15/2016

Prepared By: Clay Barnett, Director of Public Works and Engineering

Approved By: Robby Hefton, City Manager

Caption:

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

Issue:

To consider a contract for professional services with Kimley-Horn and Associates, Inc. to Update the City's Subdivision Ordinance, Floodplain Ordinance, and Engineering Design Standards

Background:

During the Budget Planning Meeting on April 21, 2015, the City Council outlined a number of priorities. Included in these priorities was looking at updates to the Subdivision Ordinance, Floodplain Ordinance and Engineering Design Standards. The proposed contract with Kimley-Horn and Associates, Inc. is the first step in this process. Included in this contract are the following services:

- Evaluation: Evaluate the City's current Subdivision Ordinance, Floodplain Ordinance, and Engineering Design Standards and related ordinances and guidelines.
- Recommendations: Based upon the results of the Evaluation Phase and by compiling and reviewing peer City documents, identify current language to keep or revise, and what new language needs to be developed.
- Development: This phase of the project will focus on developing the Subdivision Ordinance, Floodplain Ordinance, and Engineering Design Standards based on the recommendations developed in the previous phase.

Origination:

City Council

Financial Consideration:

The fee for the engineering services will be \$60,000.00. Budgeted funds are available in the 2015-2016 Capital Improvement Program.

Staff Recommendation:

It is recommended that the contract for professional services with Kimley-Horn and Associates, Inc. be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6058

Agreement for Professional Services

RESOLUTION NO. 6058

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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc. to update Subdivision Ordinance, Floodplain Ordinance and Engineering Design Standards, 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

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS Agreement for Professional Services ("Agreement") is entered into February 8, 2016 by and between the CITY OF SHERMAN, TEXAS, hereinafter referred to as the "City", and Kimley-Horn and Associates, Inc., a North Carolina corporation, hereinafter referred to as "Company".

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

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

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

ARTICLE I

GENERAL

The Company shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all Services set forth in Article II hereof for

the City in accordance with the terms, conditions and provisions of the Scope of Services, attached hereto as Exhibit "A" and incorporated herein for all purposes, and all of the terms, conditions, and provisions of this Agreement. The City may, at any time, stop any Services by the Company upon giving the Company written notice. Company shall be bound to City by the terms, conditions and responsibilities toward the City for Company's services set forth in this Agreement.

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

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

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

Company will use its professional skill, judgment and abilities in the performance of its work and Services hereunder, and all work and Services performed under this Agreement shall

be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the engineering profession currently practicing in the same locality in which the work and Services hereunder are being provided under similar conditions. Company shall re-perform and otherwise remedy any work or Services provided by or for Company not meeting or satisfying this standard of care without additional compensation. Further, Company shall perform all services in accordance with, and Company's work product shall comply with, any applicable law, rule, statute, ordinance, regulation, standard, policy or order of any federal, state or local governmental entity or agency having jurisdiction over any matter related to this Agreement or the project for which the Services are being provided by the Company. Company shall be wholly and solely responsible for any work or Services provided by any officer, employee, agent, representative, contractor or subcontractor of Company.

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

Notwithstanding anything to the contrary in this Agreement, the Company is and shall be construed to be an independent contractor exercising control over its work and services and the manner in which it is performed. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture, a joint enterprise relationship, or to allow the City to exercise discretion or control over the professional manner in which the Company performs the work and Services which are the subject matter of this Agreement;

provided always however that the work and Services to be provided by Company shall be provided in a manner consistent with all applicable laws, standards, rules and regulations governing such work and Services. The method and manner in which Company's work and Services hereunder shall be performed shall be determined by Company in its sole discretion. The officers, employees, agents, and representatives of, and the methods, equipment and facilities used by, the Company shall at all times be under the Company's exclusive direction and control.

ARTICLE II

SERVICES

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

PREPARATION OF DOCUMENTS NECESSARY FOR THE SUBDIVISION
ORDINANCE UPDATE, INCLUDING FLOODPLAIN ORDINANCE AND
ENGINEERING DESIGN STANDARDS AS DESCRIBED IN THE SCOPE OF
SERVICES ATTACHED HERETO AS EXHIBIT "A".

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

C. Neither City's review, approval or acceptance of, nor payment for any of the Services required or provided under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement or a release of the responsibility and liability of Company, its owners, officers, employees, subcontractors, agents and consultants for the accuracy and competency of the same, and Company shall be and remain liable to City in accordance with applicable law for all damages to City caused by Company's negligent performance of or willful misconduct in connection with any of the Services or any other services or work furnished by or on behalf of Company under or in connection with this Agreement, nor shall such review, approval, acceptance, or payment be deemed to be an assumption of or an indemnification for such responsibility or liability by City for any defect, error or omission in the same, and shall not constitute nor be deemed a release of the responsibility and liability of Company, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other Services, documents and work, it being understood that City at all times is relying on Company's skill and knowledge in preparing and providing the Services.

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

E. Notwithstanding City's review, approval, or acceptance of, or payment for, any plans, drawings, specifications, or any other work product or Services of Company, Company represents that (i) such plans, drawings, specifications, and other work product or Services (and including, without limitation, as the same may be amended or supplemented by Company), (ii) shall be sufficient and adequate for the project and fit for the purposes for which they are

intended, and (iii) shall, to the best of Company's knowledge, information and belief as a civil engineer performing the practice of civil engineering in accordance with the standards, duties, and obligations set forth herein, be free from material error, and shall be satisfactory to City. In accordance with the standard of care set forth herein, Company agrees that if it shall recommend unsuitable materials in connection with the project for which the Services are being provided by the Company or this Agreement or if the design of the project should be defective in any way, Company will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by Company's recommendation of unsuitable materials or defective design.

ARTICLE III

PAYMENT

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

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

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

1. Company is in default of any of its obligations under this Agreement or any other documents in connection with the Services or the project (and payment may be withheld to the extent of any such default);

2. Any part of such payment is attributable to any work or Services of Company which are not performed in accordance with this Agreement;

3. Company has failed to make payment promptly to subcontractors or consultants or other third parties used by Company in connection with Company's Services or other work hereunder for which the City has made payment to Company; or

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

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

D. City may deduct from any amounts due or to become due to Company any sum or sums owing by Company to City. In the event of any breach by Company of any provision or

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

E. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or other work by the City.

ARTICLE IV

TIME FOR PERFORMANCE

A. Company shall perform all Services and any other work as provided for under this Agreement in a proper, efficient and professional manner. Subject to the terms and provisions of this Agreement, both parties have agreed to the provisions of this Agreement in anticipation of the orderly and continuous progress of the Services through completion of the Scope of Services specified in Exhibit "A", attached hereto.

B. In the event Company's performance of this Agreement is delayed or interfered with by acts of the City or others, Company may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatsoever, shall be claimed by or made to the Company, unless Company shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Company have agreed in writing upon the allowance of additional time to be made.

ARTICLE V

DOCUMENTS

A. All instruments of service (including all plans, specifications, drawings, reports, information, designs, documents, computations, computer programs, estimates, surveys, other data or work items, etc., in whatever form or format (whether electronic or otherwise)) prepared by or for Company under or in connection with this Agreement shall be submitted for approval of the City. All instruments of service shall be professionally sealed as may be required by law or by City.

B. All such instruments of service, together with necessary supporting documents, shall be delivered to City, and shall be, belong to, and remain the sole property of the City for the City's exclusive reuse at any time, and the City shall have unlimited rights, for the benefit of City, in all instruments of service, including the right to use same on any other work of City without additional cost to City. The City shall have the right to use such instruments of service for the purpose of completing the project for which the instruments of service were prepared or for such other purposes as the City may deem appropriate; provided, however, that should the City use the same for a purpose not in connection with the project, the City does so at its own risk.

C. Company agrees to and does hereby grant and assign to City all intellectual property rights (whether copyright or otherwise) in and to all such instruments of service in which Company may have a copyright or other intellectual property interest, and to all designs as to which Company may assert any rights or establish any claim under patent, copyright, or other intellectual property laws. Company, after completion of the Services and final payment, agrees to furnish the originals of all such instruments of service to the City (or, if this Agreement is terminated or the project for which the Services are being provided is abandoned prior to such completion, Company shall provide the originals of all such instruments of service (whether finished or unfinished) to the City upon such termination or abandonment and the payment of any amounts then due the Company pursuant to this Agreement).

D. All documents or other instruments of service supplied by or on behalf of Company to City as provided herein shall be in Microsoft Word 2003 or compatible with Microsoft Word 2003.

ARTICLE VI

TERMINATION

A. City may suspend or terminate this Agreement at any time and for any reason (or for no reason), in its sole discretion, by giving written notice to the Company. In the event of such suspension or termination by City, Company shall have no recourse against City, except for payment for the Services of Company, in accordance with the terms of this Agreement, reasonably determined by the City to have been properly performed hereunder prior to the suspension or termination and for which Company has not been paid. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps,

models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

B. Either City or Company may suspend or terminate this Agreement because of a breach of this Agreement by the other party, such suspension or termination to be effective ten (10) days after receipt by the breaching party of a written notice specifying such breach, unless the breaching party corrects such breach or presents a mutually agreeable plan to cure such breach within such time. In the event of such suspension or termination, payment to the Company, in accordance with the terms of this Agreement, will be made on the basis of Services reasonably determined by City to be satisfactorily performed prior to the date of suspension or termination. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

In the event of such termination, City may proceed to complete the Services in any manner deemed proper by City, either by the use of its own forces or by resubmitting to others.

In the event of such termination, City may, without terminating this Agreement or taking over the Services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of the Company.

C. Should the City require a modification of this Agreement, and in the event City and Company fail to agree upon such modification, either City or Company shall have the option in their respective sole discretion of terminating this Agreement. In the event of such

termination, payment to Company shall be made by the City in accordance with the terms of this Agreement, for the Services mutually agreed upon by the City and the Company to be properly performed by the Company prior to such termination date. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

D. In the event of termination of this Agreement for cause or breach of this Agreement, Company shall promptly deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

ARTICLE VII

INSURANCE

A. In connection with this Agreement, Company shall provide and maintain the minimum insurance coverages set forth below:

1. Company shall provide and maintain Workers Compensation at statutory limits, including Employers Liability coverage a minimum limits of \$500,000 each-occurrence each accident/\$500,000 by disease each-occurrence/\$500,000 by disease aggregate.

2. Company shall provide and maintain in full force and effect during the time of this Agreement, commercial automobile liability insurance (including, but not limited to, insurance covering the operation of owned, non-owned, and hired automobiles, trucks and other

vehicles) protecting Company and City as an additional Insured at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage.

3. Company shall provide Commercial General Liability Insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate) and contractual liability. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance.

4. Company shall also provide and maintain Professional Liability coverage at minimum limits of \$2,000,000.00 covering claims resulting from engineering errors and omissions. Such insurance shall be kept in effect for at least four (4) years after the completion of the Services and this Agreement. If Company fails to maintain the insurance covered during that time, City may pay the premiums to keep the insurance in effect and recover the cost from the Company. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and for the four year period thereafter.

B. With reference to the foregoing insurance, Company shall specifically endorse applicable insurance policies as follows:

1. The City of Sherman, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies with the exception of professional liability shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Sherman, Texas shall be contained in the Workers Compensation and all liability policies.

4. All insurance policies shall be endorsed to the effect that the City of Sherman, Texas will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.

5. All insurance policies, which name the City of Sherman, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

7. Company may maintain reasonable and customary deductibles, subject to approval by the City of Sherman, Texas

8. Insurance must be purchased from insurers that are financially acceptable to the City of Sherman, Texas.

C. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to the City simultaneously with the execution of this Agreement, and shall contain provisions representing and warranting the following:

1. Set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to the City of Sherman, Texas,

3. Upon request, Company shall furnish the City of Sherman, Texas with certified copies of all insurance policies.

D. City reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by City.

ARTICLE VIII

COMPANY'S INDEMNIFICATION OBLIGATION

Company covenants and agrees to FULLY INDEMNIFY AND HOLD HARMLESS the City of Sherman, Texas and the elected officials, the officers, employees, representatives, and volunteers of the City of Sherman, Texas, individually or collectively, in both their official and private capacities (the City of Sherman, Texas, and the elected officials, the officers, employees, representatives, and volunteers of the City of Sherman, Texas each being a "Sherman Person" and collectively the "Sherman Persons"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability and suits, of any kind and nature whatsoever, made upon or incurred by any Sherman Person, whether directly or indirectly, (collectively, the "Claims"), that arise out of, result from, or relate to an act of negligence, intentional tort, intellectual property infringement, or failure to pay a

subcontractor or supplier committed by the Company or the Company's agent, consultant under contract, or another entity over which the Company exercises control (such agent, consultant under contract, or another entity being "Company Persons"). SUCH INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS FOUND TO HAVE BEEN CAUSED IN PART BY THE NEGLIGENCE OF A SHERMAN PERSON. However when Claims arise out of the co-negligence of a Sherman Person and the Company or any Company Persons, Company's liability under this clause shall be reduced by that portion of the total amount of the Claims equal to the Sherman Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence. Likewise, Company's liability for Sherman Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Sherman Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence.

Company shall promptly advise the City in writing of any claim or demand against any Sherman Person or Company or Company Person related to or arising out of Company's activities under this Agreement. The Sherman Persons shall have the right, at the Sherman Persons' option and at own expense, to participate in such defense without relieving Company of any of its obligations hereunder. The provisions of any indemnity, and hold harmless obligation set forth in this Agreement shall survive the termination or expiration of this Agreement.

ARTICLE IX

COMPANY INDEMNIFICATION FOR EMPLOYEES

Company agrees that it is an independent contractor and not an agent of the City, and that Company is subject, as an employer, to all applicable unemployment compensation statutes, laws, rules, and regulations, so as to relieve City of any responsibility or liability from treating Company's employees as employees of City for the purpose of keeping records, making reports or payments of unemployment compensation taxes or contributions. WITHOUT LIMITING THE INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN ARTICLE VIII AND ANY OTHER INDEMNITY, AND HOLD HARMLESS PROVISION INCLUDED IN THIS AGREEMENT, COMPANY FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF SHERMAN, TEXAS AND ALL OTHER SHERMAN PERSONS (AS DEFINED IN ARTICLE VIII) FROM AND AGAINST AND REIMBURSE THE SAME FOR ANY CLAIMS, COSTS, LIENS, HARM, DAMAGES, LOSSES, FEES, PROCEEDINGS, ACTIONS, CAUSES OF ACTION, DEMANDS, PENALTIES, FINES, JUDGMENTS, SUITS, EXPENSES OR LIABILITY OF ANY KIND OR NATURE INCURRED UNDER OR RELATED TO SAID STATUTES OR IN CONNECTION WITH EMPLOYEES OF COMPANY.

ARTICLE X

ASSIGNMENT

Company shall not and has no power or authority to sell, assign, transfer, or otherwise convey (by any means, including by operation of law or otherwise), or subcontract, this Agreement or any right, duty, obligation or part thereof, without the prior written consent of

City. Sale of more than 50% ownership of Company shall be construed as an assignment, transfer, or other conveyance, and any such sale, assignment, transfer, or other conveyance, or subcontract, without the City's prior written consent shall be null and void *ab initio*.

ARTICLE XI

APPLICABLE LAWS; GOVERNING LAW; VENUE

Company shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and codes (including, without limitation, building and related codes), including but not limited to the Americans With Disabilities Act and Chapter 469 of the Texas Government Code (relating to elimination of architectural barriers), relating or applicable to the work and Services to be performed under this Agreement.

This Agreement is performable in Grayson County, State of Texas and shall be governed by the laws of the State of Texas; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement. Venue on any suit or matter hereunder shall be exclusively in Grayson County, Texas.

ARTICLE XII

ADJUSTMENTS IN SERVICES

No claims for extra services, additional services or changes in the services will be made by Company without a written agreement with City prior to the performance of such services.

ARTICLE XIII

EXECUTION BECOMES EFFECTIVE

This Agreement will be effective upon the last of the representatives of the parties to execute this Agreement, as set forth below.

ARTICLE XIV

AGREEMENT AMENDMENTS

This Agreement contains the entire and integrated understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by duly authorized representatives of the parties, except as may be otherwise provided therein.

ARTICLE XV

GENDER AND NUMBER; HEADINGS

The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement.

ARTICLE XVI

NOTICES AND AUTHORITY

A. The Company agrees to send all notices required under this Agreement to the City Manager of the City of Sherman at 220 W. Mulberry St., Sherman, TX 75090.

B. The City agrees to send all notices required under this Agreement to the Company at 2201 West Royal Lane, Suite 275, Irving, TX 75063.

C. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received. From time to time either party may designate another address within the 48 contiguous states of the United States for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

D. The undersigned officers and/or agents of each of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties.

ARTICLE XVII

MISCELLANEOUS

A. No Third Party Benefits. This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

B. Rights and Remedies Cumulative; No Waiver; Survival of Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or authority given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

C. Severability. The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable term or provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable term or provision herein, the parties agree to seek to negotiate the insertion of a

term or provision as similar in its terms to such illegal, invalid or unenforceable term or provision as may be possible, with the intent that such added term or provision is legal, valid and enforceable.

D. Release of Information. Company shall not divulge or release any information concerning the project or this Agreement to the public, including any the media representative, without City's prior written consent.

E. Force Majeure. Neither party is liable to the other for any damages for delay in performance caused by acts of God, strikes, lockouts, accidents, fire, casualty, labor trouble, failure of power, governmental authority, riots, insurrections, war, acts or threats of terrorism, or other events or reasons of a like nature which are beyond the control of the party obligated to perform and not avoidable by the diligence of that party ("Event of Force Majeure"); in such event, the party obligated to perform give the other party prompt notice of such delay and the performance of this Agreement shall be excused for the period of such delay. If such an event necessitates a change in the time required for performance of any act or services hereunder, subject to the other terms and provisions of this Agreement, the parties shall make an equitable adjustment of the schedule and price; provided, however, that the party obligated to perform shall continue to promptly perform all of its obligations under this Agreement while the parties are determining the nature and extent of any such adjustments.

F. Authorized Signatories. The undersigned officers and/or agents of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties, and each party hereby

certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this ____ day of _____ 2016, with an original to each party.

COMPANY: KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

NAME: Eric Z. Smith

TITLE: Assistant Secretary

ATTEST: BY: _____

NAME: _____

TITLE: _____

CITY: CITY OF SHERMAN

BY: _____

NAME: Robby Hefton

TITLE: City Manager

ATTEST: BY: _____

NAME: Linda Ashby

TITLE: City Clerk

APPROVAL RECOMMENDED:

Clay Barnett, P.E. / Director of Public Works & Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

Exhibit A

Scope of Services Subdivision Ordinance Update February 8, 2016

Project Understanding

The City of Sherman has requested Kimley-Horn (KH) to update its Subdivision Ordinance, Floodplain Ordinance, and Engineering Design Standards. The approach to these updates includes the following major phases/tasks:

- **Evaluation:** Evaluate the City's current Subdivision Ordinance, Floodplain Ordinance, and Engineering Design Standards and related ordinances and guidelines.
- **Recommendations:** Based upon the results of the Evaluation phase and by compiling and reviewing peer City documents, identify current language to keep or revise, and what new language need to be developed.
- **Development:** This phase of the project will focus on developing the Subdivision Ordinance, Floodplain Ordinance, and Engineering Design Standards based on the recommendations developed in the previous phase.

KH anticipates the Evaluation phase to be a time intensive, short duration task at the beginning of the project including up to two (2) separate meetings with City staff to identify current challenges with existing ordinances and standards. KH will then partner with City staff to review evaluations of the existing Subdivision Ordinance, Floodplain Ordinance, and Engineering Design Standards and jointly develop a complete list of recommended revisions to consider. KH will then develop a draft Subdivision Ordinance, Floodplain Ordinance, and Engineering Design Standards Manual for City review and input. The final deliverable will be a revised Subdivision Ordinance, Floodplain Ordinance, and Engineering Design Standards Manual.

1. Evaluation Phase

1.1 Project Management, Meetings, Coordination, and Correspondence

- 1.1.1 Conduct up to two (2) meetings with City Staff, starting with the project's kick-off meeting
- 1.1.2 Document current challenges with existing criteria and identify priorities to address
- 1.1.3 Coordination with City staff
- 1.1.4 Project administration, including preparation of project correspondence and invoicing documents

1.2 Data Collection

- 1.2.1 Subdivision Ordinance
- 1.2.2 Comprehensive Plan
- 1.2.3 Engineering Design Standards
- 1.2.4 Floodplain-related Ordinances (Flood Damage Protection, Flood Protection Plan)
- 1.2.5 City Standard Details
- 1.2.6 Technical Specification
- 1.2.7 Documents developed by other Cities that may be used as a template. City shall be responsible for obtaining permission to use/adopt other Cities criteria, if applicable.

1.3 Evaluate Existing

- 1.3.1 Subdivision Ordinance
- 1.3.2 Comprehensive Plan (for cross-referencing purposes)
- 1.3.3 Engineering Design Standards
- 1.3.4 Floodplain-related Ordinances (including Flood Damage Protection and Flood Protection Plan)
- 1.3.5 City Standard Details (for cross-referencing purposes)
- 1.3.6 Technical Specification (for cross-referencing purposes)

2. Recommendation Phase

2.1 Project Management, Meetings, Coordination, and Correspondence

- 2.1.1 Conduct up to two (2) meetings/workshops with City Staff and KH discipline leaders
- 2.1.2 Identify current language to keep, current language to revise, and what new language needs to be developed
- 2.1.3 Develop outline/framework for revised Subdivision Ordinance, Floodplain Ordinance, and Engineering Design Standards for review and approval prior to proceeding to the Development Phase
- 2.1.4 Coordination with City staff
- 2.1.5 Project administration, including preparation of project correspondence and invoicing documents

2.2 Provide Recommendations

- 2.2.1 Subdivision Ordinance – KH to provide sample Subdivision Ordinances from peer Cities for City evaluation and input
- 2.2.2 Floodplain Ordinance (including Flood Damage Protection and Flood Protection Plan)
- 2.2.3 Engineering Design Standards
- 2.2.4 Thoroughfare Plan and Roadway Design Standards (Chapter 4 and Appendix 4A from the 2009 Comprehensive Plan)
- 2.2.5 City Standard Details (for cross-referencing purposes)
- 2.2.6 Technical Specifications (for cross-referencing purposes)

3. Development Phase

3.1 Project Management, Meetings, Coordination, and Correspondence

- 3.1.1 Conduct up to four (4) progress meetings/workshops with City Staff and KH discipline leaders
- 3.1.2 Attend up to one (1) Planning and Zoning Meeting
- 3.1.3 Attend up to one (1) City Council Meeting
- 3.1.4 Develop and document process for revisions and updates
- 3.1.5 Coordination with City staff
- 3.1.6 Project administration, including preparation of project correspondence and invoicing documents

3.2 Develop Subdivision Ordinance based on the outcome Recommendation Phase

- 3.2.1 Utilizing a peer City Subdivision Ordinance, modify to incorporate goals identified in the Comprehensive Master Plan
- 3.2.2 Address HOA responsibilities (ponds, lighting, signage)

3.3 Develop Floodplain Ordinance based on the outcome of the Recommendation Phase

- 3.3.1 Incorporate goals identified in the Comprehensive Master Plan
- 3.3.2 Address Flood Protection Plan
- 3.3.3 Address Storm Water Management Plan (SWMP)

3.4 Develop Engineering Design Standard Manual based on the outcome of the Recommendation Phase. It is anticipated KH will utilize the City of Frisco's Engineering Standards as a template, and will make minor revisions based on City recommendations. The City will be responsible for obtaining permission to use the City of Frisco's criteria. The following sections are anticipated in the City of Sherman's Design Standards Manual:

- 3.4.1 General Requirements
- 3.4.2 Thoroughfare Design Requirements
- 3.4.3 Subgrade and Pavement Design Requirements
- 3.4.4 Drainage Design Requirements
- 3.4.5 Water Design Requirements
- 3.4.6 Sanitary Sewer Design Requirements

3.5 Develop technical memorandum to clarify the Thoroughfare Plan and Roadway Design Standards (Chapter 4 and Appendix 4A from the 2009 Comprehensive Plan)

3.6 Submittal (all electronic)

- 3.6.1 Submit DRAFT documents to City for review and approval. Deliverables shall include:
 - 3.6.1.1 Subdivision Ordinance

- 3.6.1.2 Floodplain Ordinance
- 3.6.1.3 Engineering Design Standards
- 3.6.1.4 Technical Memorandum to clarify the Thoroughfare Plan and Roadway Design Standards (Chapter 4 and Appendix 4A from the 2009 Comprehensive Plan)
- 3.6.2 Submit REVISED DRAFT documents to City for review and approval. Deliverables shall include:
 - 3.6.2.1 Subdivision Ordinance
 - 3.6.2.2 Floodplain Ordinance
 - 3.6.2.3 Engineering Design Standards
 - 3.6.2.4 Technical Memorandum to clarify the Thoroughfare Plan and Roadway Design Standards (Chapter 4 and Appendix 4A from the 2009 Comprehensive Plan)
- 3.6.3 Incorporate City Review comments
- 3.6.4 Submit FINAL documents to City. Deliverables shall include:
 - 3.6.4.1 Subdivision Ordinance
 - 3.6.4.2 Floodplain Ordinance
 - 3.6.4.3 Engineering Design Standards
 - 3.6.4.4 Technical Memorandum to clarify the Thoroughfare Plan and Roadway Design Standards (Chapter 4 and Appendix 4A from the 2009 Comprehensive Plan)

4. Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis only upon authorization by the City. Such services shall include, but are not limited to, the following:

- 4.1. Comprehensive Plan Updates
- 4.2. Development of Technical Specifications (for construction)
- 4.3. Development of Standard Details
- 4.4. Addressing CSS, LID, or Water Quality Initiatives
- 4.5. Preparation for and attendance at Public Meetings
- 4.6. Furnish additional copies of review documents in excess of the number of the same identified above
- 4.7. Assist the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies
- 4.8. Redevelopment to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor

Schedule

Task 1 is anticipated to be completed within the first 30 days of the Notice to Proceed.

Task 2 is anticipated to be completed within the first 90 days of the Notice to Proceed, after Task 1 begins.

Task 3 is anticipated to be completed within the first 120 days after Task 1 is complete and after Task 2 begins.

Fee and Billing

KH will perform the services identified in the Scope of Services on an Hourly/Reimbursable (CP) basis in accordance with the following tasks:

<u>Hourly/Reimbursable (CP)</u>	<u>Task Fee (estimated)</u>
Task 1 – Evaluation Phase	\$ 5,000
Task 2 – Recommendation Phase	\$ 10,000
Task 3 – Development Phase	\$ 45,000
TOTAL	\$ 60,000

KH will perform the **Hourly/Reimbursable Tasks** identified in the Scope of Services on a labor fee plus expense (reimbursable) basis. For your budgeting purposes, we recommend allocating **\$60,000** for these tasks (not-to-exceed) and is based upon 300 hours of labor. The fee breakdowns above are provided for budgeting purposes only and not intended to represent the maximum budgets for each task. KH reserves the right to reallocate the budgets as necessary. Direct reimbursable expenses (subconsultant fees, out-of-house printing, courier services, etc.) will be billed at a rate of 1.10 times cost. Labor fee will be billed on an hourly basis per the current hourly rates, which is subject to annual adjustment. A percentage of labor fee (6%) will be added to each invoice to cover certain other expenses such as telecommunications, printing, in-house reproduction, postage, computer expenses, supplies, and local mileage. All permitting, application, and similar project fees will be paid directly by the CITY.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 2.

Meeting Date: 02/15/2016

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** 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

Issue:

To consider an award of bid for the City's annual contract for the supply of water and sewer maintenance supplies and parts to Ferguson Waterworks

Background:

The City of Sherman annually contracts with an outside vendor for the supply of water and sewer maintenance supplies and parts. A request to advertise for public bids was approved by the City Council in its meeting on January 4, 2016. The new supply contract was publicly advertised; and one (1) vendor, Ferguson Waterworks of Tyler, Texas, submitted a bid on January 26, 2016. The annual costs and quantities were estimated internally by the City's Collection and Distribution Department.

Origination:

Department of Utilities Administration

Financial Consideration:

Funds are budgeted in the Collection and Distribution and Infiltration/Collection departments for about \$688,000. Although the low bid totals about \$1.4 million, only the budgeted amount will be spent. The bid totals include maximum quantities of each part individually, but actual quantities will be less.

Staff Recommendation:

It is the staff's recommendation that the Sherman City Council award the contract to Ferguson Waterworks of Tyler, Texas, based on their bid of \$1,433,461.30 for one 12-month period with four 12-month renewals.

Alternatives:

Those as may be recommended by the City Council

Attachments

Resolution No. 6059

Contract with Ferguson Waterworks

Bid Tabulation

RESOLUTION NO. 6059

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; 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 Ferguson Waterworks of Tyler, Texas, is hereby awarded the bid, based on estimated volumes in the total amount of One Million Four Hundred Thirty-Three Thousand Four Hundred Sixty-One Dollars and Thirty Cents (\$1,433,461.30) for an annual supply of water and sewer maintenance supplies and parts; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract for said purchase, in accordance with the terms and provisions of 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

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

**CITY OF SHERMAN
STANDARD CONTRACT**

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

Seller:

Name: Ferguson Waterworks

Address: 7982 N Hwy 69

City, State, Zip: Tyler TX 75706

Telephone: 903-508-6341

Email: Brandon.Stayton@ferguson.com

DESCRIPTION OF GOODS:

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

WATER AND SEWER MAINTENANCE SUPPLIES AND PARTS

[CHECK ONE:]

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

OR

 X  This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer's order. The delivery date(s) shall be set forth in Buyer's order. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer. Upon the conclusion of the duration of this Contract, Buyer may renew this agreement for four additional one (1) year periods upon sending written notice of intent thereof within forty-five (45) days prior to the expiration of the last day of the term of this Contract.

PAYMENT TERMS:

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

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

CONTRACT TERMS AND CONDITIONS

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

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; Seller shall pay for the transportation costs.
5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth by written designation of the Buyer. The terms of this agreement are "no arrival, no sale."
7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no

circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.

9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Sherman with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.

10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

11. **WARRANTY – PRICE:**

- a. The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.
- b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12. **WARRANTY-PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller warrants that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of

a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

- 13. SAFETY WARRANTY:** Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.
- 14. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such claim, and in no event shall Buyer be liable to Seller in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
- 15. CANCELLATION:** Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those Goods retained by Buyer.
- 16. FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- 17. ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 18. MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.
- 19. WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 20. INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 21. APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

- 22. ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
- 23. RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
- 24. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.
- 25. ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.
- 26. INDEMNITY AND DISCLAIMER:** BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS

AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF SHERMAN A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF SHERMAN AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

27. GOVERNING LAW: The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Grayson County, Texas.

28. SUCCESSORS AND ASSIGNS: The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.

29. SEVERABILITY: The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

30. NOTICES: All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

IN WITNESS WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of SELLER and on behalf of BUYER, City of Sherman, by its City Manager and attested by its City Clerk, effective the _____ day of _____, 2016.

EXECUTED this _____ day of _____,
_____.

SELLER:

Brandon Stayton
(Signature)

Brandon Stayton
(Type/Print Name and Title/Position)

7982 N Hwy 69
(Address)

Tyler TX 75706
(City,State,Zip)

CITY OF SHERMAN:

By: _____

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

ATTEST:

By: _____

Linda Ashby,
City Clerk

APPROVED:

Brandon Shelby

City Attorney

Water and Sewer Supplies & Parts
Bid Opening: 2:00 pm 01/26/16

Description	Ferguson Waterworks	NO BID	NO BID
Flanged x MJ Gate Valve	64,938.25		
MJ Gate Valves	91,105.25		
Flange X Flange Gate Valve	65,932.86		
Flange Bolts & Gaskets Stainless Steel	1,871.05		
MJ X MJ Butterfly Valve	12,015.27		
flanged X MJ Butterfly Valve	13,790.19		
Flanged X Flanged Butterfly Valve	12,015.27		
MJ Caps	1,581.36		
MJ solid Sleeve	8,447.56		
MJ Plugs	1,282.46		
MJ Bends	5,117.08		
MJ Bends	8,856.30		
MJ Reducers	3,531.78		
MJ Tee	26,195.41		
MJ Cross	2,751.84		
Flange to MJ Adapters	1,821.15		
MJ X Flange 90 Adapters	3,218.60		
Mega Lug 2000 Series Restraint Glands (for C900 PVC) Sets	20,664.50		
Mega Lug 1100 Series Mechanical Joint Accessory Set	18,160.10		
Restrainer Clamps	29,179.50		
Mechanical Joint Accessory Set	6,493.90		
Restraint Gland (for CIP)	12,595.80		
Fire Hydrants	196,810.40		
Fire Hydrant Extension Kit	7,898.80		
Traffic Flange Repair Kit	3,885.00		
Maint Valve Repair Kit	319.77		
Repair Clamps ROMAC-SS1 Stainless Steel or Equal (for D.I. and C900 PVC)	146,586.45		
Stainless Steel Tapping Sleeve	36,615.57		
Brass Pipe Fittings	14,838.50		
Brass Pipe Fittings	41,716.50		
Brass Pipe Fittings	44,775.85		
Meter Couplings	10,321.00		
Curb Stops (Full Port)	153,513.00		
Corporation Stops (Full Port)	64,761.00		
Copper Tube Type "K"-60' Roll	24,783.70		
Double Strap Service Saddles Nylon Coated Saddles with Stainless Steel Straps ROMAC Style 202N or Equal	72,641.34		
Double Strap Service Saddles Nylon Coated Saddles with Stainless Steel Straps ROMAC Style 202N or Equal and ROMAC Style 101N or Equal	18,885.44		
Valve Box 24" to 36"	15,750.00		
Valve Box Risers (Cast Iron)	2,052.00		
Manhole Gaskets	5,053.50		
Manhole Ring & Lid 32"	28,571.00		
Manhole Extension Rings (Cast Iron)	13,500.20		
Meter Boxes	22,645.50		
PVC Water Pipe 20' Joint	25,637.20		
PVC Sewer Pipe 20' Joint	26,974.00		
4" SCL.40 Drain Fittings	4,885.00		
SCL.40 Pipe	479.60		
4" Sewer Tapping Saddles Predco STS 4-E or Equal	24,750.00		

Water and Sewer Supplies & Parts
Bid Opening: 2:00 pm 01/26/16

Description	Ferguson Waterworks	NO BID	NO BID
Clay Tile X SDR PVC Adapters Frenco or Equal	13,245.50		
GRAND TOTAL	1,433,461.30	-	-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 02/15/2016

Prepared By: Steve Ayers, Director of Community and Support Services

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Concession Stand(s) for the City of Sherman's Park System

Issue:

To request permission to advertise for the operation of a concession stand(s) within Sherman's various parks, for a twelve (12) month period

Background:

The City of Sherman provides concessions through an outside vendor within various City parks to coincide with the organized youth/adult activities occurring within these parks. A concession stand has been operating at these parks since 1995. The new contract would include concessions for our current seasonal activities in various parks, with an option to provide concessions for future activities at various locations.

Origination:

Parks and Recreation Department

Financial Consideration:

The City of Sherman has no financial responsibility and/or obligation under this contract arrangement. The cost of advertising is expected to be about \$200.00.

Staff Recommendation:

It is recommended that the Sherman City Council authorize the staff to advertise for bid concession services within City parks.

Alternatives:

As may be recommended by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 1.

Meeting Date: 02/15/2016

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

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

Issue:

To consider setting a public hearing on a proposed addendum to a tax abatement agreement for the City Council's regular meeting on Monday, March 7, 2016

Background:

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 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 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.

The City is required by state law to hold a public hearing prior to the adoption of a tax abatement agreement. Approval of this addendum to the Tax Abatement Agreement with Panda Sherman Power, LLP will be considered at the March 7, 2016 Council meeting.

Origination:

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

Financial Consideration:

There is no direct cost associated with the public hearing.

Staff Recommendation:

The staff recommends that the City Council set a public hearing on the proposed addendum to the tax abatement agreement for the regular Monday, March 7, 2016 Council meeting.

Alternatives:

No alternatives are recommended.

Attachments

Proposed Addendum to Panda Tax Abatement Agreement

**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. E. 2.

Meeting Date: 02/15/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Request of Lakeshore Operating, LLC for a Reduction in Their Oil Well Performance Bond

Issue:

Lakeshore Operating, LLC will be taking over the operation of the Sherman Municipal #1 oil well, located in the Sherman Airport oil field. Baron Exploration originally drilled the well in 1991 and has been operating it since that time. Lakeshore Operating is requesting a reduction in their annual bond requirement from \$100,000 to \$7,500.

Background:

The Code of Ordinances, Section 4.10.034, regulating oil and gas wells, requires that the exploration company maintain a \$100,000 Oil Well Performance Bond while drilling their oil well. The same section also allows the \$100,000 bond to be replaced with a \$7,500 operating bond once the well has been developed into a producing well.

Lakeshore Operating has also opted to post a Certificate of Deposit in escrow with Landmark Bank, in lieu of a bond, as allowed by the same section of the code. The details of this Certificate of Deposit have been coordinated with Mary Lawrence, Director of Finance.

Origination:

The request originated with Wesley Ketcham, President, Lakeshore Operating, LLC.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

It is recommended that the City Council consider the reduction of a \$100,000 performance bond to a \$7,500 oil well operating bond for the aforementioned well, know as Sherman Municipal #1.

Alternatives:

The Council could choose to require the \$100,000 bond.

Attachments

Request to Reduce Bond
Sec. 4.01.034 Bond Requirements
Transfer Information for Well
Certificate of Liability Insurance
Original Baron Application
Assignment of Lease
Railroad Commission Transfer
Financial Agreement



Lakeshore Operating, LLC
13505 S. Mur Len Rd. Ste. 105-182
Olathe, KS 66062

February 8, 2016

City Council
City of Sherman, Texas

Esteemed Councilmembers,

The Sherman Municipal #1 oil well was drilled in the Sherman Airport oil field by Baron Exploration ("Baron") in 1991 (spudded 2/28/91, completed 5/5/91), and has been operated by Baron since that time.

Pursuant to the recent acquisition of the well by an entity affiliated with Lakeshore Operating, LLC ("Lakeshore"), and with approval by the Council of the pending application for transfer of operatorship, Lakeshore intends to take over daily operation of the well.

While Lakeshore will be taking over responsibility for the operation of the well, no changes to the daily course of operation are anticipated at this time. We will be retaining the same contractor, Ronnie Sickling, as has previously been overseeing its operations for Baron for many years, and will continue selling oil & gas to the same purchasers to whom Baron had most recently been selling.

In conjunction with this change of operatorship of the well, Lakeshore recognizes that it will be bound by a financial surety obligation to the City of Sherman. In lieu of a bond, Lakeshore has opted to post a Certificate of Deposit in escrow with Landmark Bank, the details of which have been coordinated directly with Mary Lawrence, the City's Director of Finance, and Landmark.

With this letter, Lakeshore requests that the financial surety obligation be reduced from \$100,000 to \$7,500, in compliance with the provisions of Section 4.10.034 of the 2005 recodified ordinances, as amended.

It is Lakeshore's intention to be an honest and upstanding operator and partner with the City of Sherman, and to address any deficiencies in operations as they may present themselves. Given the long history of safe operation of the well to date and the lack of any changes in day-to-day operations, we believe the requested bond reduction as provided for in the Code is reasonable.

Please do not hesitate to reach out directly to me with any questions or requests related to this matter.

Best Regards,

A handwritten signature in purple ink, appearing to read "Wesley Ketcham", written over a horizontal line.

Wesley Ketcham, P.E.
President - Lakeshore Operating, LLC
773.754.6242
wesley@lakeshoreresourcesllc.com

 Sec. 4.10.034 Bond or other security required

(a) Each application for a permit under this division shall be accompanied by a duly executed bond, given by the applicant as principal and a surety company authorized to do business in the state, as surety, such bond to be approved by the city attorney and the city council. The bond shall run to the city for the benefit of the city and all persons concerned, conditioned that if the permit is granted, and if drilling operations are commenced thereunder, the applicant and his assigns will comply with the terms and conditions of this article, and all future amendments and regulations hereunder in the drilling and operation of a well; that the applicant will restore the streets and sidewalks and other public places of the city which may be disturbed in the operations to their former condition, will clear the blocks and lots of all litter, machinery, derricks, and buildings erected or used in the drilling or operation of such well whenever the well shall be completed, abandoned or the operation thereof discontinued; and that the applicant or his assigns will pay such sums as may be due by them by reason of production of oil, gas or other minerals to all persons owning lots, blocks or tracts of land in the drilling block, who have not executed, at the time of filing of the bond or who shall not execute during the term of the bond and prior to the accrual of liabilities thereunder, leases, drilling contracts, waivers or other form of contract under which the applicant or his assigns is or are authorized to operate the premises of the owner for the development and production of oil and gas in accordance with the provisions of this article.

(b) The bond required by this section shall be in the principal sum of twenty-five thousand dollars (\$25,000.00) for a one-block drilling unit and one hundred thousand dollars (\$100,000.00) for a drilling unit of twelve (12) plus acres. One (1) year after the completion of the well, the city council may, on application, reduce the principal amount of such bond to one thousand dollars (\$1,000.00) on a one-block drilling unit and seven thousand five hundred dollars (\$7,500.00) on a dwelling unit of twelve (12) plus acres. The reduction shall in no way affect any accrued liabilities, whether known or unknown, at the time the reduction is made.

(c) In lieu of the surety bond required by this section, the applicant may file with the city clerk his personal undertaking or undertakings, which shall be in the same amount and shall contain the same conditions as provided with respect to surety bonds and which undertaking or undertakings shall be secured by negotiable United States government securities or negotiable securities of the state, or of counties or municipalities in the state, such securities to be approved by the city council, and having a par value or market value, whichever is lesser, equal to the amount of the surety bond in lieu of which such undertaking is given, which securities shall be deposited in escrow with an official depository of the city, jointly selected by the city manager and the applicant or his assigns, along with and attached to a copy of the written undertaking for which same are to be held as security.

(d) Each applicant may provide the bond or security as provided for in this section or, in lieu thereof, an insurance policy or policies to cover the same requirements, liabilities and conditions as required in the bond. Such insurance given in lieu of the bond shall provide that the city or any aggrieved party shall have a right to proceed directly against the insurance company.

(e) A bond, undertaking or insurance policy filed pursuant to this section shall be released by the city council when production ceases and the permittee has in all things complied with the provisions of this article. When a permit terminates and becomes inoperative under the terms of [section 4.10.043](#), or when the permittee or his assigns shall file with the city council written notice of his election to surrender his permit and abandon the premises covered thereby, provided that notice of such intent to abandon has been given in the manner provided in [section 4.10.033](#) with reference to application for permits, then if no claims under the bond or undertaking in lieu of the bond have been filed with the city clerk within ninety (90) days, the city clerk on authorization by resolution adopted by the city council shall return the bond or undertaking and security or securities theretofore furnished by the permittee in connection with such permit, and if claims are filed within such time, upon the final satisfaction or defeat of such claims, such bond or undertaking, or security or securities shall thereupon be returned to the permittee or his assigns.

(1991 Code, sec. 22-34)

CITY OF SHERMAN
APPLICATION FOR PERMIT TO DRILL OR DEEPEN

Date: February 3 , 2016_

Name or Company or Operator

1. Name of Applicant: _____ Lakeshore Operating, LLC _____
2. Permanent Address: _____ 23 ½ E Madison Ave. Ste. A _____
3. City, State, Zip: _____ Iola, KS 66749 _____
4. Is applicant an individual, partnership or corporation?
☐ Individual • Partnership (LLC) ☐ Corporation
5. Principal Office: _____ 23 ½ E Madison Ave. Ste. A _____
Address: _____ Iola _____ State: KS Zip: 66749 _____
6. Names of all partners or officers: Wesley Ketcham – President/Owner

Description of Lease

1. Block Number: 170 (See City Drilling Map)
2. Size of Block: 603750 square feet
3. Amount of block owned or leased by applicant: 603750 square feet
4. Names of all owners and lessees in block other than applicant, with number of square feet in block owned by each:
- City of Sherman - 603750
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
5. Names of streets, roads, lanes or alleys surrounding block:
- North: none South: none
- East: Dewey Ave. West: none
6. Distance from nearest producing well: 3400 feet
7. Elevation of proposed location: 742.48 feet from sea level
8. Distance from nearest hospital, school, church or public building: 250 feet. Direction: east
9. Distance from nearest dwelling: 450 feet
10. Type of rig: rotary or cable: N/A

APPLICATION FOR PERMIT TO DRILL OR DEEPEN

11. Source of power: o Diesel o Electric
12. Amount of well casing on hand with diameters:
_____N/A_____
13. Describe proposed arrangement for slush pit if allowed by City Council and arrangement for handling mud and waste if slush pit not allowed:
_____N/A_____
14. Describe location and type of proposed production tanks, if allowed, and proposed arrangement for disposition of oil and gas produced:
Oil & gas to be sold from existing, approved facilities
15. Name of surety company to carry bond required: _____self_____
____(bond secured by CD on file with the City and naming City of Sherman as beneficiary)_____
16. Name of carrier of tort liability insurance required: National American Insurance Company (NAICO)
17. Notice of this application was sent by registered mail to all owners and lessees (other than applicant) within the above-described block on _____N/A_____, 20____.

Attached to this application are:

1. Map or plat, scale: 1 inch = 20 feet, of block covered in application showing exact location of the proposed well and all improvements on block.
2. Certified copies of leases or deeds showing ownership of fee or mineral interests in block (or abstracts of title if ownership or application is contested).
3. Copies of Registry receipts on notices mailed to other owners or lessees on same block, and if notice is had by publication, an affidavit of publisher showing dates of publication.

Applicant recognizes that the permit granted hereunder, if any, does not and will not constitute a vested right, and applicant will comply with all provisions of Ordinances of the City of Sherman and any and all subsequent changes or amendments thereto.


Applicant

By: Wesley Ketchum, President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Planning Inc. 3006 Broadway Avenue P. O. Box 100 Hays KS 67601		CONTACT NAME: Melissa Denning PHONE (A/C, No, Ext): (785) 625-5605 E-MAIL ADDRESS: dennme@insurance-planning.com FAX (A/C, No): (785) 625-8388	
INSURED Lakeshore Operating LLC; KSMS Oil, LLC 13505 S Mur-Len Rd Ste 105-182 Olathe KS 66062		INSURER(S) AFFORDING COVERAGE INSURER A: National American Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 15-16 certs

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			OP55620015	9/15/2015	9/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			OP55620015	9/15/2015	9/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			OU45240015	9/15/2015	9/15/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	OW25690015	9/15/2015	9/15/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Sherman 220 W Mulberry Street Sherman, TX 75090	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE M Denning/DENNME <i>Melissa K. Denning</i>

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APPLICATION FOR PERMIT TO DRILL OR DEEPEN

Date: October 2, 1990

NAME OF COMPANY OR OPERATOR

1. Name: Baron Exploration Company
2. Address: 107 S. Broadway
3. City: Edmond, OK 73034
4. Is applicant an individual, partnership, or corporation? Corporation
5. Principal office: Same as above
6. Names of all partners or officers: President - Christopher T. Hoke,
Secretary/Treasurer - Joyce Payne

DESCRIPTION OF LEASE

1. Block Number: 170 (See City Drilling Map)
2. Size of Block: 603,750 Square Feet
3. Amount of block owned or leased by applicant: 603,750 Square Feet
4. Names of all owners and lessees in block other than applicant, with number of square feet in block owned by each:
- | | |
|---|---|
| <u>City of Sherman - 603,750</u> | <u> </u> |
| <u> </u> | <u> </u> |
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| <u> </u> | <u> </u> |
5. Names of streets, roads, lanes or alleys surrounding block:
- North. None; South None
- East Dewey Ave.; West None
6. Distance from nearest producing well: 3400 feet
7. Elevation of proposed location: 742.48 feet above sea level.
8. Distance from nearest hospital, school, church or public building:
- 250 feet. Direction: East

9. Distance from nearest dwelling: 450 feet
10. Type of rig; rotary or cable: Rotary
11. Source of power; diesel or electric: Diesel
12. Amount of well casing on hand with diameters: _____
Surface Casing - 2,400', 8-5/8"
Production Casing - 10,000', 5-1/2"
13. Describe proposed arrangement for slush pit if allowed by City Council and arrangement for handling mud and waste if slush pit not allowed: Drilling mud will be contained in a closed system using steel tanks except for one earthen pit (10'x10'x10') to be used to catch drilling cuttings. Drilling mud and other waste will be hauled off the location to a permitted disposal site.
14. Describe location and type of proposed production tanks, if allowed, and proposed arrangement for disposition of oil and gas produced:
The proposed production facilities will be located south and east of the well bore and consist of 2 - 210 bbl storage tanks, 1 - 200 bbl salt water tank, 1 - heater treater and 1 - separator. In the event the proposed well is commercially productive, oil will be transported from the location by tank truck and gas will be transported from the location by pipeline.
15. Name of surety company to carry bond required: _____
Mid-Continent Casualty Company
16. Name of carrier of tort liability insurance required: _____
Mid-Continent Casualty Company
17. Notice of this application was sent by registered mail to all owners or lessees (other than applicant) within the above described block on October 2, 1990.

Attached to this application are:

1. Map or plat, scale: 1 inch=20 feet, of block covered in application showing exact location of the proposed well and all improvements on block.

2. Certified copies of leases or deeds showing ownership of fee or mineral interests in block (or abstracts of title if ownership or application is contested).
3. Copies of Registry receipts on notices mailed to other owners or lessees on same block, and if notice is had by publication, an affidavit of publisher showing dates of publication.

Applicant recognizes that the permit granted hereunder, if any, does not and will not constitute a vested right, and applicant will comply with all provisions of Ordinances of the City of Sherman and any and all subsequent changes or amendments thereto.

Baron Exploration Company
APPLICANT

BY: 

Christopher T. Hoke, President

STATE OF TEXAS)
SS
COUNTY OF GRAYSON)

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment") dated this 12TH day of JANUARY, 2016, but to be effective as of the Effective Time, is made and executed by GOP, LLC, an Oklahoma limited liability company ("Assignor") whose address is 107 S BROADWAY, EDMOND, OK 73034, and JEMS Oil, LLC a Delaware limited liability company ("Assignee"), whose address is 41 MADISON AVENUE, 25TH FL. NEW YORK, NY 10010.

ASSIGNMENT AND CONVEYANCE

(a) The oil and gas leases and other leasehold and mineral interests covering lands located in the land sections listed in Exhibit A (the “**Subject Lands**”), including, without limitation, the oil, gas and mineral leases described in Exhibit B attached hereto (all of the foregoing leases and interests being hereinafter referred to as the “**Leases**”);

(b) Any and all hydrocarbon, water, CO2, or injection wells used or held for use in connection with the operation or development of the Leases and located on the lands covered by the Leases or on any Units (as defined below), including the wells described on Exhibit C, excluding permanently plugged and abandoned wells and hydrocarbon wells on only expired leases (the ***“Wells”***);

(c) All pooled, communitized, or unitized acreage, which includes all or any part of the lands covered by the Leases, and all tenements, hereditaments, and appurtenances belonging thereto, including the pools and units described on Exhibit C (collectively, the “**Units**,” and, together with the Wells and Leases, the “**Properties**”);

(d) All easements, permits, servitudes, rights-of-way, surface leases, right of use and easement, and other rights to use the surface and subsurface appurtenant thereto, to the extent used or held for use in connection with, the Properties (the “**Easements**”);

(e) All lease files, land files, well files, division order files, abstracts, title opinions, contract files, well and production records, surveys, maps, property ownership reports, logs, regulatory records, test results and related records, engineering data and geological, geophysical and seismic data and other books, records, and files, maps and accounting records, in each case to the extent relating to the Properties or other Assets set forth herein, (the “**Records**”);

(f) All of Assignor's rights, claims, credits, causes of action, or rights of set-off against third parties relating to the Assets;

(g) All of Assignor's fee simple or real property surface fee interests located on the lands covered by the Properties set forth on Schedule 1(g), and all buildings and structures used, or held for use, as field offices in connection with the ownership and operation of the Properties;

(h) All currently existing contracts, agreements, and instruments that relate to the Properties or by which the Properties are bound, but only to the extent applicable to the Properties, including, without limitation, licenses, operating agreements or joint venture agreements; unitization, pooling, and communitization agreements; area of mutual interest agreements; and farmin and farmout agreements; provided that the term "Contracts" shall not include (A) master service agreements and (B) the Leases (subject to such exclusion and proviso, the "**Contracts**");

(i) All equipment, machinery, fixtures, and other tangible personal property and improvements used or held for use in connection with the operation of the Properties (the "**Equipment**");

(j) All (A) trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable, and other receivables and general intangibles, attributable to the Assets with respect to periods of time from and after the Effective Date; and (B) liens and security interests in favor of Assignor or its affiliates to the extent arising from, or relating to, the ownership, operation, or sale or other disposition on or after the Effective Date of any of the Assets or to the extent arising in favor of Assignor as to the operator or non-operator of any Property;

(k) All rights of Assignor to audit the records of any person and to receive refunds or payments of any nature, and all amounts of money relating thereto, on or after the Effective Date, in all cases arising from or in connection with the ownership or operation of the other Assets;

(l) All hydrocarbons produced from, or attributable to, the Properties from and after the Effective Date; all hydrocarbon inventories from or attributable to the Properties that are in storage on the Effective Date; and, to the extent related or attributable to the Properties, all production, plant, and transportation imbalances as of the Effective Date, and all make-up rights with respect to take-or-pay payments;

(m) All permits, approvals, consents, certificates and other authorizations, and other rights granted by third persons, and all certificates of convenience or necessity, immunities, privileges, grants, and other similar rights that are required for, or used or held for use in, the ownership or operation of the Properties or Equipment; and

(n) All pipelines, flowlines, plants, gathering and processing systems and produced water disposal infrastructure (the "**Midstream Equipment**") and any rights-of-way, easements or surface interests that cover the entire and continuous length of the Midstream Equipment, in each case, held by Assignor (collectively, the "**Midstream Assets**").

The properties and interests described in Section 1.1(a) through 1.1(n) may hereinafter be referred to as the "**Assets**". The interests in the Assets assigned hereunder to Assignee may hereinafter be referred to as the "**Assigned Interests**".

TO HAVE AND TO HOLD the Assigned Interests unto Assignee and its successors and assigns, forever, subject only to the exceptions and other provisions stated herein, including but not limited to 0 and Section 1.3.

Section 1.2 Exclusions and Reservations. Notwithstanding any other provision of this Assignment to the contrary, the Assets shall not include and Assignor hereby RESERVES, EXCEPTS and EXCLUDES from this Assignment the Excluded Interests.

Section 1.3 Purchase and Sale Agreement. This Assignment is made, delivered and accepted pursuant and subject to the terms and provisions of that certain Purchase and Sale Agreement dated effective as of the Effective Time between Assignor and Assignee (the "**Purchase and Sale Agreement**"), which shall survive the delivery of this Assignment in accordance with its terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase and Sale Agreement.

ARTICLE 2

LIMITED WARRANTY

Section 2.1 Special Warranty. This Assignment is made, executed, and delivered without covenant or warranty of title, either express, implied or statutory, even as to a return of the purchase price, except that Assignor specially warrants and agrees to defend Defensible Title to the Assets against the lawful claims and demands of all Persons claiming by, through, or under Assignor, but not otherwise, but with full right of substitution and subrogation of Assignee in and to all claims Assignor has or may have against all preceding owners.

ARTICLE 3

MISCELLANEOUS PROVISIONS

Section 3.1 Further Assurances. Assignor agrees to execute and deliver to Assignee, from time to time, all such other and additional documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Assignee the rights and interests conveyed to Assignee hereby or intended so to be.

Section 3.2 Other Forms. Separate governmental form assignments of the Assigned Interests may be executed on officially approved forms by Assignor and Assignee, in sufficient counterparts to satisfy statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms hereof. The interests conveyed by such separate assignments are the same, and not in addition to, the Assigned Interests conveyed herein.

Section 3.3 Exhibits. All Exhibits and Schedules that are referred to herein are hereby made part of this Assignment and incorporated herein by such reference. References in such Exhibits and Schedules to instruments on file in the public records are notice of such instruments for all purposes. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the counties in which the Assets are located.

Section 3.4 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of law of such state that would direct the application of the law of any other jurisdiction.

Section 3.5 Counterparts. This Assignment may be executed in several counterparts, all of which are identical except that, to facilitate recordation, certain counterparts hereof may include only that portion of the exhibits which contain descriptions of the properties located in (or otherwise subject to the recording or filing requirements and/or protections of the recording or filing acts or regulations of) the recording jurisdiction in which the particular counterpart is to be recorded, and other portions of the exhibits shall be included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument. Complete copies of this Assignment containing the entire exhibits have been retained by Assignor and Assignee.

Section 3.6 Successors and Assigns. This Assignment shall be a covenant that runs with the land and all provisions hereof shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Section 3.7 Captions. The headings in this Assignment are for the convenience of reference only and shall not be deemed to alter or affect any provision hereof. References in this Assignment to articles, sections and exhibits are to articles, sections and exhibits of this Assignment unless otherwise specified.

Section 3.8 Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof such provision shall be fully severable; this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised apart hereof, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Assignment.

Section 3.9 Effective Time. With respect to certain rights, obligations, financial benefits and risks of the Assets as provided in the Purchase and Sale Agreement, this Assignment is effective as of December 1, 2015 at 7:00 a.m., Central Time (the "**Effective Time**"), provided that possession and title to the Assigned Interests shall transfer as of the date hereof.

IN WITNESS WHEREOF, this Assignment, Bill of Sale, and Conveyance has been executed and delivered by each party hereto on the date of its acknowledgement, but for all purposes hereunder effective as of the Effective Time.

ASSIGNOR:

GOP, LLC

By: 
CHRISTOPHER T HOKE
CO-MANAGER

ASSIGNEE:

JEMS OIL, LLC

By: 
DONNAN STEELE
MANAGING PARTNER

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)§



The foregoing instrument was acknowledged before me on January 12, 2016, by CHRISTOPHER T HOKE, as Co-Manager of GOP, LLC., an Oklahoma limited liability corporation, on behalf of said corporation.

My Commission Expires: _____

Jack Dake Jr.
Notary Public

STATE OF IL §
COUNTY OF Cook §

The foregoing instrument was acknowledged before me on January 14, 2016, by DONNAN STEELE, as Managing Partner of JEMS OIL, LLC., a limited liability corporation, on behalf of said corporation.

My Commission Expires: 06/09/2019

Rafael Sierra
Notary Public in and for the State of IL



EXHIBIT A

Subject Lands

Barton #2: 80.09 acres of 194 acres, more or less, in the Peter Keizer Survey A-684 and J M Thomas Survey A-1231, being the proration unit for the Barton #2 well in Grayson County, TX

Darter #1: East 40.00 of 96.69 acres of the H. L. Douglas Survey A-368, being the proration unit for the Darter #1 well in Grayson County, TX

Slagle Fallon #1: 80 acres of 322.049 acres in the J C Calhoun Survey A-242, H L Douglas Survey A-332, and W A Deaver Survey A-346, being the proration unit for the Slagle Fallon #1 well in Grayson County, TX

Sherman Municipal #1: 40 acres of 126 acres, more or less, in the G. B. Pilant Survey A-963, being the proration unit for the Sherman Municipal #1 well in Grayson County, TX

Poet #1: The North 40.5 acres of 80.25 acres, more or less, out of the G. M. Dial Survey, Abstract No. 365, being the proration unit for the Poet #1 well in Grayson County, TX

EXHIBIT B

Leases

Barton #2 (Grayson County, TX)

LESSORS: Robert Hofstetter and wife, Lucille Hofstetter
LESSEE: Jimmie M. Gibbons
DATED: June 13, 1991
RECORDED: Volume 2163, Page 605, refiled in Volume 2166, Page 519
DESCRIPTION: 23.51 acres of land, more or less, out of the James M. Thomas Survey, Abstract No. 1231

LESSORS: Melvin Ray Brown
LESSEE: Jimmie M. Gibbons
DATED: June 13, 1991
RECORDED: Volume 2159, Page 829
DESCRIPTION: 31 acres of land, more or less, out of the James M. Thomas Survey, Abstract No.1231 and the Peter Keizer Survey, Abstract No. 684

LESSOR: Tillie Ann Grisham
LESSEE: Jimmie M. Gibbons
DATED: June 13, 1991
RECORDED: Volume 2159, Page 832
DESCRIPTION: 31 acres of land, more or less, out of the James M. Thomas Survey, Abstract No. 1231 and the Peter Keizer Survey, Abstract No. 684

LESSOR: Harry Hudgins, II
LESSEE: Jimmie M. Gibbons
DATED: June 13, 1991
RECORDED: Volume 2159, Page 835
DESCRIPTION: 9.5 acres of land, more or less, out of the Peter Keizer Survey, Abstract No. 684

LESSOR: Ben N. Barton, III, individually and as Attorney-in-fact for Mary Elizabeth Barton
LESSEE: Jimmie M. Gibbons
DATED: May 2, 1990
RECORDED: Volume 2106, Page 478, as amended in Volume 2138, Page 558, and as corrected in Volume 2139, Page 335
DESCRIPTION: 164 acres of land, more or less, out of the Peter Keizer Survey Abstract No. 684

INSOFAR AND ONLY INSOFAR AS THE FOREGOING LEASES ARE SITUATED WITHIN THE BOUNDARIES OF THE 80.09 ACRE PRORATION UNIT ESTABLISHED FOR THE BARTON #2 WELL LOCATED IN THE PETER KEIZER SURVEY A-684, GRAYSON COUNTY, TEXAS

Darter #1 (Grayson County, TX)

LESSOR: W. A. Darter, et. al.
LESSEE: McKittrick Canyon Exploration Company, Inc.
DATED: July 14, 1989
RECORDED: Volume 2047, page 834, and recorded as corrected in Volume 2048, page 838, Grayson County Deed Records

DESCRIPTION: 96.69 acres, more or less, out of the H. L. Douglas Survey, Abstract No. 368, Grayson County, Texas, INsofar AS SAID LEASE COVERS THE EAST 40.00 ACRES APPURTENANT TO THE PRORATION UNIT FOR THE DARTER #1 WELL

Slagle Fallon #1 (Grayson County, TX)

LESSOR: Missouri Pacific Railroad Company
LESSEE: Baron Exploration Company
DATED: January 15, 1992
RECORDED: Volume 2203, Page 835
DESCRIPTION: 7.54 acres and 6.62 acres in the J. C. Calhoun Survey A-242 and H. L. Douglas Survey A-332, Grayson County, Texas as amended by instrument filed 2203/857

LESSOR: Joseph R. Fallon
LESSEE: Baron Exploration Company
DATED: April 8, 1991
RECORDED: Volume 2150, Page 19
DESCRIPTION: 307.889 acres in the H. L. Douglas Survey A-332 and J. C. Calhoun Survey A-242 and W. A. Deaver Survey A-346, Grayson County, Texas

LESSOR: R. C. Slagle, III
LESSEE: Baron Exploration Company
DATED: April 8, 1991
RECORDED: Volume 2150, Page 23
DESCRIPTION: 307.889 acres in the H. L. Douglas Survey A-332 and J. C. Calhoun Survey A-242 and W. A. Deaver Survey A-346, Grayson County, Texas

Poet #1 (Grayson County, TX)

LESSOR: J. C. Poet and Buford L. Poet
LESSEE: Jimmie M. Gibbons
DATED: June 27, 1990
RECORDED: Volume 2107, Page 265
DESCRIPTION: The North 40.5 acres of 80.25 acres, more or less, out of the G. M. Dial Survey, Abstract No. 365, Grayson County, Texas

Sherman Municipal #1 (Grayson County, TX)

LESSOR: City of Sherman
LESSEE: Baron Exploration Company
DATE: September 12, 1990
RECORDED: Volume 2121, Page 75
DESCRIPTION: 126 acres, more or less, in the G. B. Pilant Survey A-963

EXHIBIT C

Wells

Well	County (State)	API
Barton #2	Grayson (TX)	42-181-31264
Darter #1	Grayson (TX)	42-181-31283
Poet #1	Grayson (TX)	42-181-31254
Sherman Municipal #1	Grayson (TX)	42-181-31245
Slagle Fallon #1	Grayson (TX)	42-181-31262

EASEMENTS

That certain flowline that relates to the following well: Sherman Municipal #1 API number 42-181-31245 located in Grayson County, TX

GRANTOR: City of Sherman
GRANTEE: Baron Exploration Company
DATED: 6/16/97
RECORDED: Not recorded
LEGALS: 10' alley easement, Casa Linda Addition, Resolution 3523, Encroachment Agreement

GRANTOR: Texas Department of Transportation
GRANTEE: Baron Exploration Company
DATED: 2/26/97
RECORDED: Not recorded
LEGALS: St. Hwy 11 and alley behind houses on Valentine Street, Permit 1374

GRANTOR: J B Fitzpatrick Trust
GRANTEE: Baron Exploration Company
DATED: 6/5/97
RECORDED: Volume 2548, Page 706
LEGALS: Beginning at a point in the Northwest Corner, South of and running parallel with Leslie Lane for approximately 865' in Tract #272, G Pilant Survey Abstract 963

GRANTOR: Sherman Investment Company
GRANTEE: Baron Exploration Company
DATED: 7/29/97
RECORDED: Volume 2563, Page 131
LEGALS: The North 5' of a 235.816 acre tract of land being a part of the George B. Pilant Survey A-963, said 235.816 acre tract of land being more particularly described in deed from Jon H. Wilson to C.A.P. Care of Arkansas, Inc. recorded in Volume 1935, page 118, Grayson County Deed Records, said North 5' being next, adjacent to and bordering the Casa Linda Addition of Sherman, Texas

SCHEDULE 1 (G)

Fee Simple or Real Property Surface Fee Interests

None

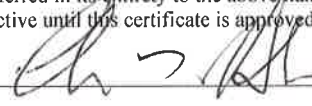
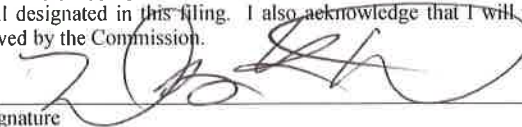
CONTRACTS

None

**CERTIFICATE OF COMPLIANCE
AND TRANSPORTATION AUTHORITY**

P-4
5/02
www-1

READ INSTRUCTIONS ON BACK

1. Field name exactly as shown on proration schedule 2. SHERMAN AIRPORT (BAKER))		2. Lease name as shown on proration schedule SHERMAN MUNICIPAL					
3. Current operator name exactly as shown on P-5 Organization Report LAKESHORE OPERATING, LLC		4. Operator P-5 no. 483460	5. Oil Lsc/Gas ID no 28593	6. County Grayson	7. RRC district 09		
8. Operator address including city, state, and zip code 23½ E Madison Ave. Suite A Iola, KS 66749		9. Well no(s) (see instruction E)					
		10. Classification ☐ Oil ☐ Gas ☐ Other (see instruction A)			11. Effective Date 12-1-15		
12. Purpose of Filing. (Complete section a or b below.) (See instructions B and G) a. Change of: ☒ operator ☐ oil or condensate gatherer ☐ gas gatherer ☐ gas purchaser ☐ gas purchaser system code ☐ field name from: _____ ☐ lease name from: _____ OR b. New RRC Number for: ☐ oil lease ☐ gas well ☐ other well (specify) _____ Due to: ☐ new completion or recompletion ☐ reclass oil to gas ☐ reclass gas to oil ☐ consolidation, unitization, or subdivision (oil lease only)							
13. Authorized GAS WELL, GAS or CASINGHEAD GAS Gatherer(s) and/or Purchaser(s). (See instruction G).							
Gatherer	Purchaser	Name of GAS WELL GAS or CASINGHEAD GAS Gatherer(s) or Purchaser(s) As Indicated in Columns to the Left (Attach an additional sheet in same format if more space is needed)			Purchaser's RRC Assigned System Code	Percent of Take	Full-well stream
RECEIVED RRC OF TEXAS FEB 08 2016 OIL & GAS WELL COMPLIANCE AUSTIN, TX							
14. Authorized OIL or CONDENSATE Gatherer(s). (See instruction G).						RRC USE ONLY	
Name of OIL or CONDENSATE Gatherer(s) - List Highest Volume Gatherer First (Attach an additional sheet in same format if more space is needed)					Percent of Take	Reviewer's initials: <u>pb</u>	
CP Energy LLC					100%	Approval date: <u>2/9/16</u>	
15. PREVIOUS OPERATOR CERTIFICATION FOR CHANGE OF OPERATOR P-4 FILING. Being the PREVIOUS OPERATOR, I certify that operating responsibility for the well(s) designated in this filing, located on the subject lease has been transferred in its entirety to the above named Current Operator. I understand, as Previous Operator, that designation of the above named operator as Current Operator is not effective until this certificate is approved by the Commission. Baron Exploration Co.							
Name of Previous Operator Christopher T. Hoke				Signature 			
Name (print) President				☐ Authorized Employee of previous operator ☐ Authorized agent of previous operator (see instruction G) 405-341-1779			
Title				Date <u>01/12/16</u> Phone with area code _____			
16. CURRENT OPERATOR CERTIFICATION. By signing this certificate as the Current Operator, I certify that all statements on this form are true and correct and I acknowledge responsibility for the regulatory compliance of the subject lease including plugging of well(s) pursuant to Rule 14. I further acknowledge that I assume responsibility for the physical operation, control, and proper plugging of each well designated in this filing. I also acknowledge that I will remain designated as the Current Operator until a new certificate designating a new Current Operator is approved by the Commission. Wesley Ketcham							
Name (print) President				Signature 			
Title				☐ Authorized Employee of current operator ☐ Authorized agent of current operator (see instruction G) 844-557-4673			
E-mail Address (optional) <u>Wesley@lakeshoreresourcesllc.com</u>				Date <u>01/12/16</u> Phone with area code _____			

February 9, 2016

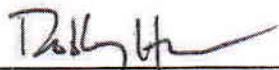
Landmark Bank
120 E. Peyton St
Sherman, TX 75092

Dear Landmark,

Under the Sherman Code of Ordinances, Chapter 4, Section 4.10.034(c), an applicant for a permit to operate an oil or gas well may file with the city clerk his personal undertakings in the same amount and under the same conditions as a surety bond in lieu of a surety bond. Wesley Ketcham, representing Lakeshore Operating, LLC, will be applying for a permit under this section of the Sherman Code of Ordinances.

The undertaking will be owned by the depositor, Lakeshore Operating, LLC, and shall be for the benefit of the City. Lakeshore Operating, LLC agrees to comply with the terms and conditions of Chapter 4, Division 2 of the Sherman Code of Ordinances. The undertaking shall be deposited with and secured by FDIC insurance through Landmark Bank, the official depository of the City. A hold shall be placed on the funds by the bank. The bank shall notify the City if a request is received to withdraw a portion of or all of the funds. Release of the funds will comply with Chapter 4, Section 4.10.034(e) of the Code of Ordinances.

Regards,



Robby, Hefton
City Manager



Wesley Ketcham
Lakeshore Operating, LLC



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 3.

Meeting Date: 02/15/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Final Plat Approval of Ridgeview Court Estates, being 19.568 acres in the William Thompson Survey, Abstract No. 1210; S&P Texoma Real Estate, LLC, Owners; Teague, Nall & Perkins, Engineers; and Underwood Drafting and Surveying, Surveyor (100-400 Blocks of Ridgeview Road)

Issue:

To consider approval of Ridgeview Court Estates, being 19.568 acres in the William Thompson Survey, Abstract No. 1210 located in the 100-400 blocks of Ridgeview Road

Background:

The property is located in the 100-400 blocks of Ridgeview Road; the northeast corner of Ridgeview Road and West Houston Street. The owners would like to plat the property into sixteen lots for residential development.

Origination:

S&P Texoma Real Estate, LLC (Owners)
Teague Nall & Perkins (Engineers)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 19, 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

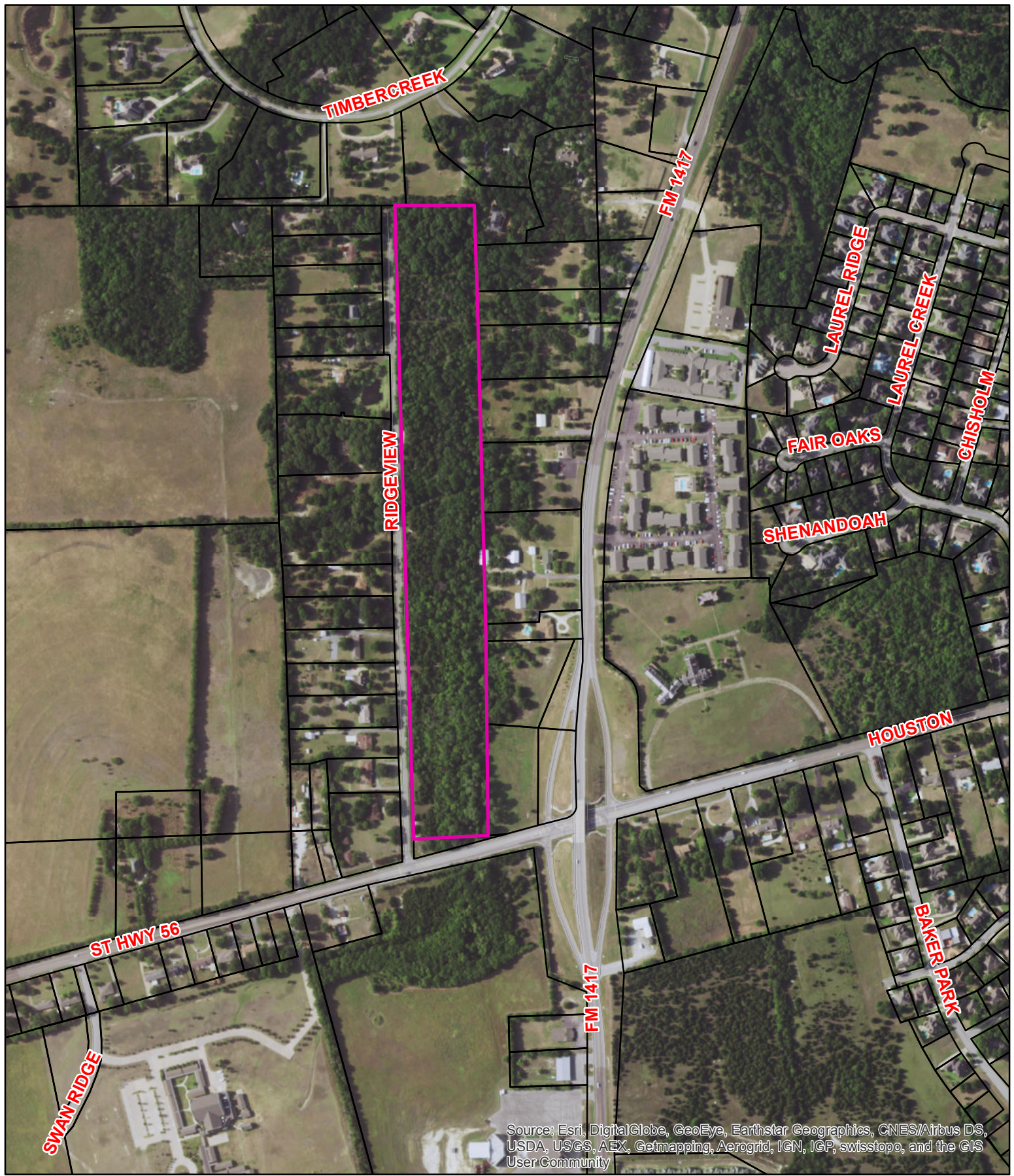
Location Map

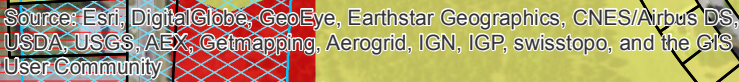
Zoning Map

Final Plat

P&Z Communication

Staff Review Letter





Sherman
CLASSIC TOWN. BROAD HORIZON.

Legend



NOT TO SCALE

1 in = 522 ft

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the William Thompson Survey, Abstract No. 1210, and the Fielding Bacon Survey, Abstract No. 119, and being the same 19.568 acre tract of land conveyed by the Estate of John T. Griffin to S & P Texoma Real Estate, LLC by deed dated April 27, 2015, recorded in Volume 5616, Page 420, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod set marking the Southeast corner of the said 19.9 acre tract in the North right-of-way line of State Highway No. 56, said rod also marking the Southwest corner of the same tract of land described as 3.45 acres conveyed by J. A. "Hot" Alexander, Inc. to J. T. Griffin by deed recorded in Volume 1030, Page 142, said Deed Records;

Thence South 74°53'48" West with said North right-of-way line a distance of 324.99 feet to a spike nail set marking the Southwest corner of the said 19.9 acre tract at the intersection of said North right-of-way line of Highway No. 56 with the centerline of a public road to the North locally known as Ridgeview Road, said nail also marking the Southeast corner of Timber View Estates addition to said Grayson County as shown by plat of record in Volume 5, Page 11, Plat Records, Grayson County, Texas;

Thence North 01°31'14" West with said centerline of road, passing the Northeast corner of said Timber View Estates and continuing with the East line a 4.16 acre tract of land conveyed to Michael L. Atnip et ux by deed recorded in Volume 3430, Page 339 of the Official Public Records, Grayson County, Texas, the East line of the 2.809 acre tract of land conveyed to said Michael L. Atnip et ux by deed recorded in Volume 3237, Pages 332 and 336, said Official Public Records, and the East line of the 2.689 acre tract of land conveyed to Peter C. Schulze et ux by deed recorded in Volume 2375, Page 163, Real Property Records, Grayson County, Texas, and continuing, passing the Northeast corner of the said Schulze tract and the Southeast corner of Timber View Estates Section Two as shown by plat of record in Volume 5, Page 21, said Plat Records and continuing, passing a 1/2" steel rod at 2704.93 feet and continuing for a total distance of 2708.26 feet to a point for the Northwest corner of the herein described tract in the South line of both Lot 11 of Timber Creek Addition to the City of Sherman as shown by plat of record in Volume 5, Page 13, said Plat Records and the 2.50 acre tract of land conveyed by Cynthia Sofey-Andrews, Trustee to Jimmie L. Schneider by deed dated December 14, 2007, recorded in Volume 4374, Page 569, said Official Public Records;

Thence North 88°55'03" East, at a distance of 70.79 feet passing a 1/2" steel rod found maintaining the Southeast corner of both said Lot 4 and Schneider tract and the most Westerly Southwest corner of both Lot 4 of said Timber Creek Addition and the same tract of land described as 2.89 acres conveyed by Steven R. Newman and Virginia E. Smith to Darrel Ross Ramey et ux by deed dated May 20, 2005, recorded in Volume 3864, Page 220, said Official Public Records and continuing for a total distance of 325.16 feet to a 1/2" steel rod found maintaining the Northeast corner of the said 19.9 acre tract and an inside "L" corner to said Lot 4 and the Ramey tract;

Thence South 01°02'45" East a distance of 169.75 feet to a 1" pipe found maintaining the Southwest corner of both said Lot 4 and Ramey tract and the Northwest corner of the same tract of land described as 3.0 acres conveyed by Felix H. McClemore et ux to William Leonard Morris et ux by deed dated February 7, 1989, recorded in Volume 1126, Page 729, said Deed Records;

Thence South 01°14'58" East a distance of 190.32 feet to a 1/2" steel rod found maintaining the Southwest corner of the said Morris tract and the Northwest corner of the same tract of land described as 2.0 acres conveyed by Bonnie Jean Hill to Russell Bradley Hill by deed dated November 5, 2010, recorded in Volume 4880, Page 217, said Official Public Records;

Thence South 01°27'22" East, passing the Southwest corner of the said Hill tract and the Northwest corner of the same tract of land described as 3.00 acres conveyed by Sapphire Group, LLC to Rebekah S. Bond by deed dated January 20, 2012, recorded in Volume 5072, Page 617, said Official Public Records, and continuing for a total distance of 372.24 feet to a 1/2" steel rod found maintaining the Southwest corner of the said Bond tract and the Northwest corner of the same tract of land described as 3.010 acres conveyed by Dwayne E. Shields, Trustee to Jackie Lee Bobb by deed dated December 7, 2012, recorded in Volume 5220, Page 619, said Official Public Records;

Thence South 00°48'00" East a distance of 265.03 feet to a 1/2" steel rod found maintaining the Southwest corner of the said Bobb tract and the Northwest corner of the same tract of land described as 2.98 acres conveyed by Julia Rosa McCrow by Felix H. Trost, Trustee by deed dated October 21, 2010, recorded in Volume 4875, Page 584, said Official Public Records;

Thence South 01°41'58" East a distance of 296.31 feet to a 1/2" steel rod found maintaining the Southwest corner of the said Trost tract and the Northwest corner of the same tract of land described as 2.98 acres conveyed in 1/2 interest by Lana Jean Fagan to Tommy Russell Bateman et ux by deed dated July 16, 2007, recorded in Volume 4288, Page 67, said Official Public Records;

Thence South 01°09'00" East passing the Southwest corner of the said Bateman tract and the most Westerly Northwest corner of the same tract of land described as 1.000 acre conveyed by Barbara Simmons to Jose M. Saltero et ux by deed dated May 15, 1995, recorded in Volume 2387, Page 190, said Real Property Records, and continuing for a total distance of 538.87 feet to a 1/2" steel rod found maintaining the Southwest corner of the said Saltero tract and the Northwest corner of the same tract of land described as 3.0 acres conveyed by said J. A. Alexander et ux to said J. T. Griffin et ux by deed dated April 27, 1970, recorded in Volume 1160, Page 292, said Deed Records;

Thence South 01°28'29" East, passing the Southwest corner of the said Griffin 3.0 acre tract and the Northwest corner of the said Griffin 3.45 acre tract and continuing for a total distance of 796.98 feet to the Point-of-Beginning and containing 19.568 acres of land.

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT WE, S & P TEXOMA REAL ESTATE, LLC, do hereby adopt this plat designating the heretofore property as the RIDGEVIEW COURT ESTATES, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this _____ day of _____, 2015.

JASON SOFEY
PARTNER

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public In and for said County and State, on this day personally appeared JASON SOFEY known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

Notary Public In and for
the State of Texas
Commission Expires: _____

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, RIDGEVIEW COURT ESTATES, an addition to the City of Sherman, Texas, was submitted to the City Council on the _____ day of _____, 2015, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this _____ day of _____, 2015.

Clerk, City of Sherman, Texas

Approved this _____ day of _____, 2015, by the
City Planning Commission to the City of Sherman, Texas.

Chairman Secretary

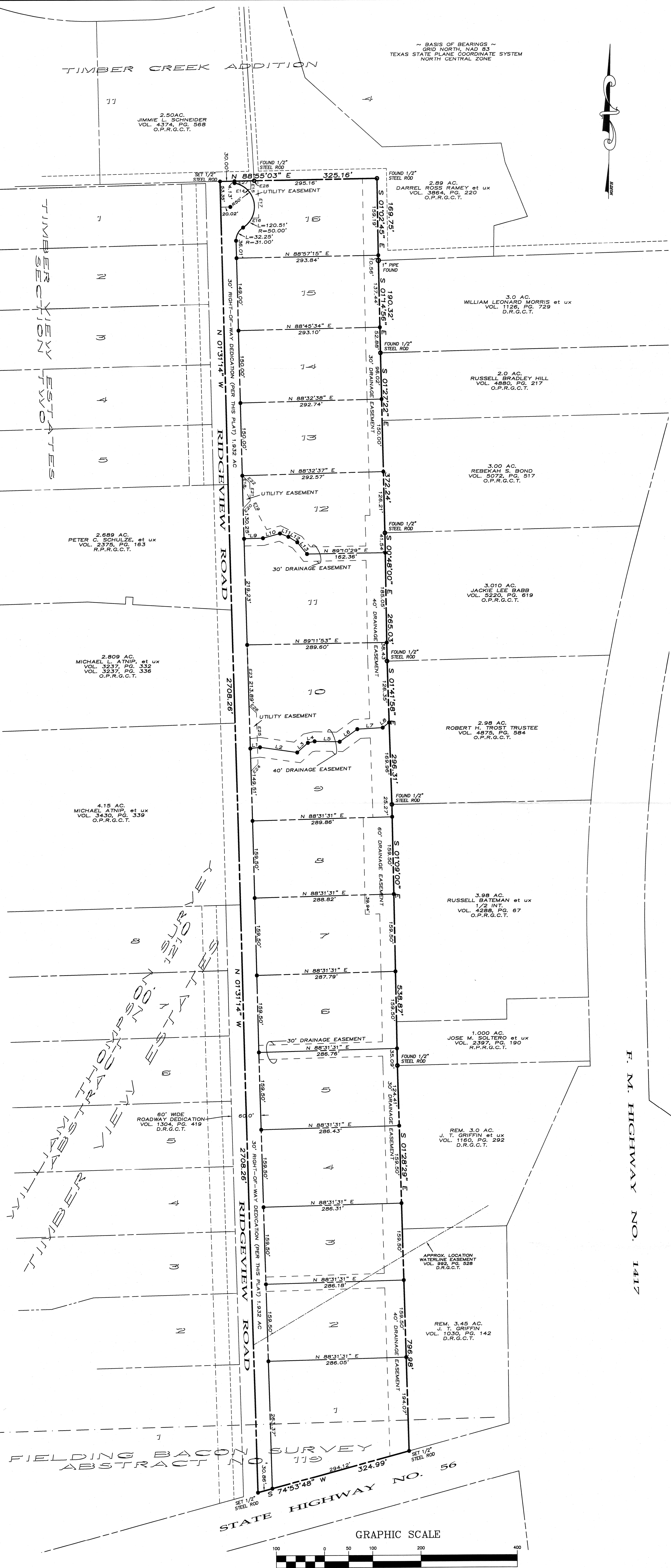
Accepted by the City Council of the City Sherman

Mayor, City of Sherman, Texas Date

~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the roadway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.

FINAL PLAT
RIDGEVIEW COURT ESTATES
BEING 19.568 ACRES IN THE
WILLIAM THOMPSON SURVEY, ABSTRACT NO. 1210
AN ADDITION TO THE CITY OF SHERMAN
GRAYSON COUNTY, TEXAS



OWNERS/DEVELOPER
S & P TEXOMA REAL ESTATE, LLC
2805 W. WASHINGTON
SHERMAN, TEXAS 75092

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

(IN FEET)
1 inch = 100 ft.

UNDERWOOD
DRAFTING & SURVEYING



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

Agenda Item No. 13.

Meeting Date: 01/19/2016

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:

*** 100-400 BLOCKS RIDGEVIEW ROAD**

The request of S&P Texoma Real Estate, LLC (Owners), Teague Nall & Perkins (Engineers) and Underwood Drafting and Surveying (Surveyor) concerning the property located in the 100-400 Blocks Ridgeview Road, being 19.568 acres in the William Thompson Survey, Abstract No. 1210, as follows:

Planning and Zoning Commission

Final Plat approval of Ridgeview Court Estates

Background:

The property is located in the 100-400 Blocks of Ridgeview Road; the northeast corner of Ridgeview Road and West Houston Street. The owner would like to plat the property into sixteen lots for residential development.

Adjacent Zoning:

C-1 (Retail Business) District

R-1 (One Family Residential) District

Origination:

S&P Texoma Real Estate, LLC (Owners)

Teague Nall & Perkins (Engineers)

Underwood Drafting and Surveying (Surveyor)

Master Plan Designation:

Natural – Natural areas are wooded or vegetated lands which are essentially untouched by development and still retain significant resources.

Number of notices mailed:

Not required

Objections Received:

0

Attachments

Location Map

Zoning Map

Plat

Staff Review Letter

**STAFF REVIEW LETTER**

January 13, 2016

S&P Texoma Real Estate, LLC
2805 W. Washington
Sherman, Texas 75092

Dear Applicants,

The request for approval of the Final Plat of Ridgeview Court Estates has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 19, 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. Grayson County septic requirements are to be met.
5. The width of the pavement for Ridgeview Road shall be shown on the plat.
6. Verify location of the Waterline Easement Dedication and place in the correct location.
7. Drainage Easements shall be included in Note 6.
8. Line Table shall be shown on the plat.
9. A 10' Utility Easement shall be shown along Ridgeview Road.
10. The year on the signature blocks shall be updated to 2016.
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.

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
 Teague, Nall & Perkins, Justin Walton, P.E., 17304 Preston Road, Ste. 1340, Dallas, TX 75252
 Underwood Drafting & Surveying, 3404 Interurban Rd., Denison, Texas 75020

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. E. 4.

Meeting Date: 02/15/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

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 and Surveying, Surveyor (747 Pleasant Home Road)

Issue:

To consider approval of the Pleasant Home Addition in the City of Sherman's Extra Territorial Jurisdiction (ETJ), being 17.241 acres in the Leonard Reed Survey, Abstract No. 1029 located at 747 Pleasant Home Road

Background:

The property is located at 747 Pleasant Home Road in west Sherman off South Friendship Road, in the City of Sherman's ETJ. The owners would like to plat the property into two lots.

Origination:

John and Della Skerkis (Owners)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 19, 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

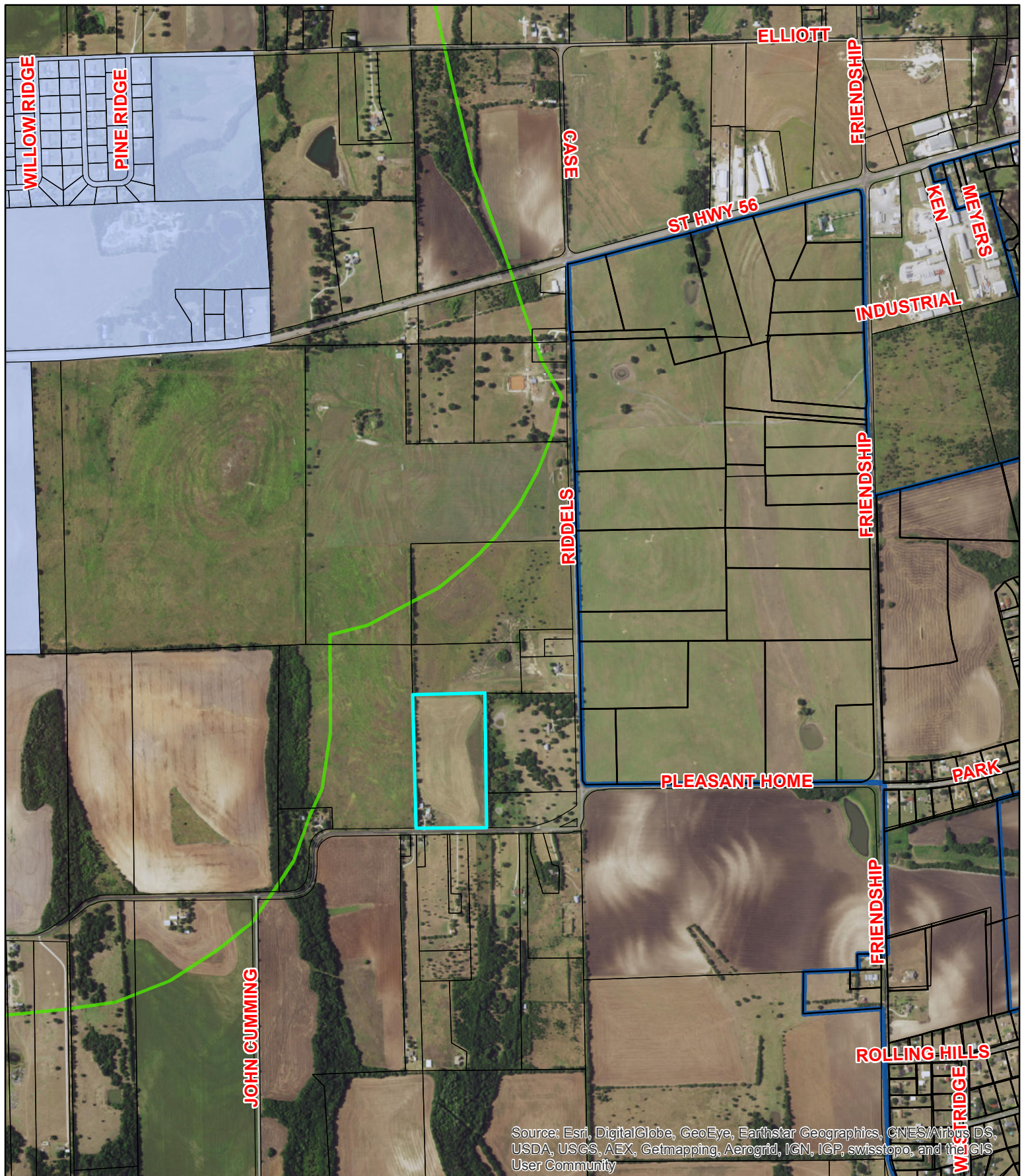
Location Map

Zoning Map

Final Plat

P&Z Communication

Staff Review Letter



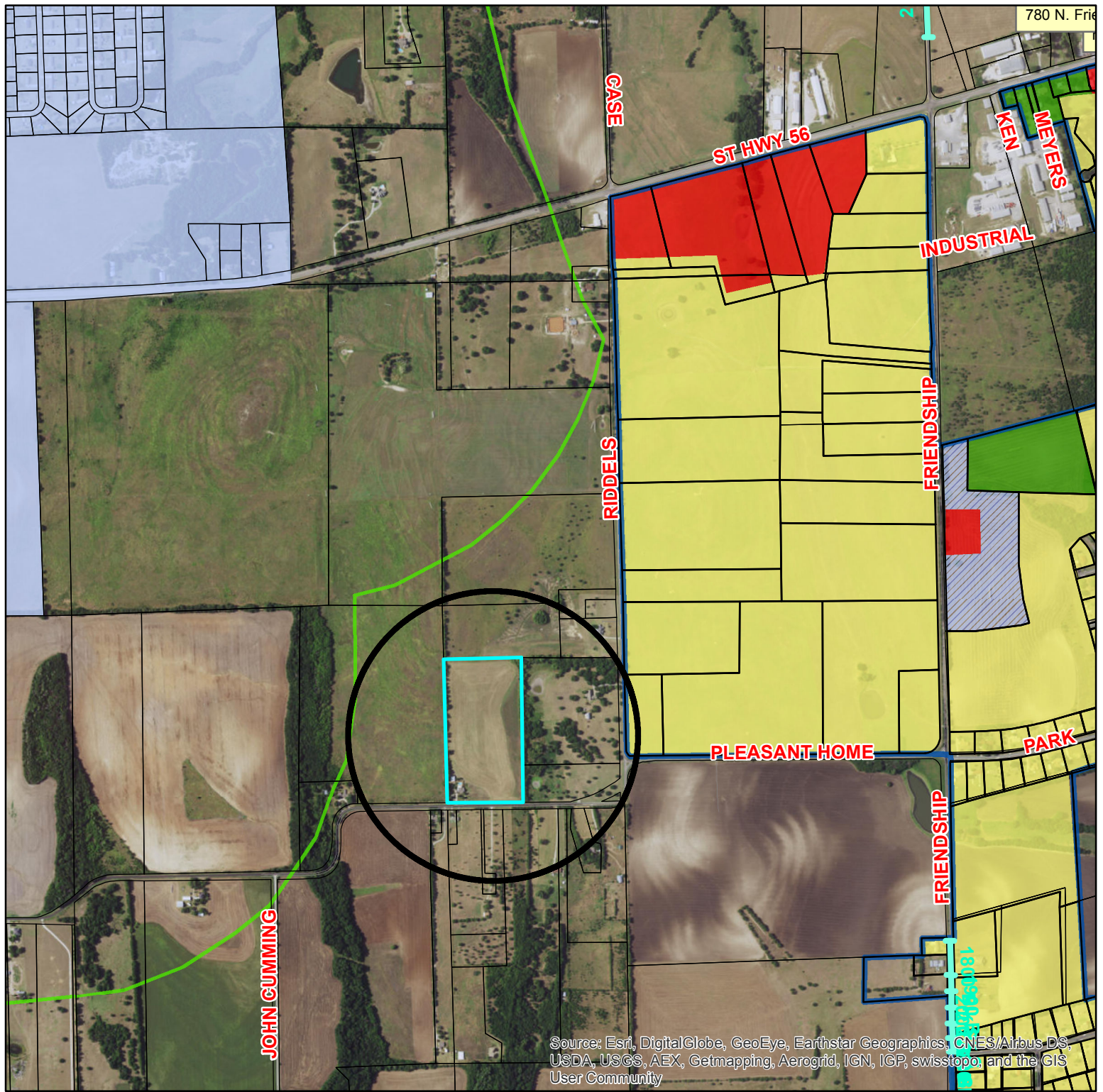
City of Sherman, Texas
Developmental Services Department

747 Pleasant Home Road (ETJ)



NOT TO SCALE

1 in = 1,127 ft



Zoning - 747 Pleasant Home Road (ETJ)

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



1 in = 1,127 ft

LEGAL DESCRIPTION

Shelved in the County of Grayson, State of Texas, being a part of the Leonard Reed Survey, Abstract No. 1029, and being the same 17.22 acre tract of land conveyed by David E. Burns and Mary J. Burns to John C. Skeris and Delta L. Skeris by deed dated October 1, 1928, recorded in Volume 2706, Page 45, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a spike not found in the center of Pleasant Home Road (a public road) sold not maintaining the southwest corner of a 68.33 acre tract of land conveyed to the Risk Family Partnership by deed of record in Volume 4383, Page 810, of said Official Public Records, and maintaining the southwest corner of said Skeris Tract;

Thence North 01°41'45" West, along the east line of said 68.33 acre tract, passing a 1/2" steel rod found at a distance of 23.00 feet and continuing for a total distance of 1185.37 feet to a 1/2" steel rod found maintaining the southeast corner of a 40.18 acre tract of land conveyed to James Wiley Langford by deed of record in Volume 2728, Page 370, of said Official Public Records, said rod also maintaining the northeast corner of said Skeris Tract;

Thence North 89°07'48" East, along the south line of said 40.18 acre tract, a distance of 636.04 feet to a 1/2" steel rod found maintaining the northeast corner of a remainder of a 22.87 acre tract of land conveyed to Ben Johnson and Juana Johnson by deed of record in Volume 2825, Page 284, of said Official Public Records, said rod also maintaining the northeast corner of said Skeris Tract;

Thence South 01°23'33" East, along the west line of said Johnson Tract passing a 1/2" steel rod found at a distance of 68.53 feet maintaining the northeast corner of Lot 1 of said Johnson Addition, an addition to the City of Sherman as recorded by deed of record in Volume 22, Page 171, Plat Records, Grayson County, Texas, and continuing along the west line of said Lot 1 passing a 1/2" steel rod found at a distance of 1185.13 feet and continuing for a total distance of 1185.03 feet to a spike not found in the center of said Pleasant Home Road maintaining the southeast corner of said Skeris Tract;

Thence South 88°49'29" West, along the center of said road and south line of said Skeris Tract, a distance of 822.72 feet to the Point-of-Beginning and containing 17.241 acres of land.

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon were properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

Date

Approved this _____ day of _____, 2018, by the
City Planning Commission to the City of Sherman, Texas.

Chairman

Secretary

Accepted by the City Council of the City of Sherman

Mayor, City of Sherman, Texas

Date

GENERAL NOTES

- Water supply to be provided by the Distribution Water System.
- Sewer service of 18 inches or less to be provided by individual on-site sewage treatment systems (SSTS), provided and approved by Grayson County. SSTS systems must be installed and maintained in accordance with the rules and regulations of the City of Sherman. The City of Sherman reserves the right to require the City system for sewer collection or treatment.
- Electric service to be provided by GEC.
- Showing the location of all existing and proposed improvements in drainage easements, and right of easements of the roadway is prohibited.
- Any existing easements or proposed easements, including along or across the addition, will be shown and maintained by the individual owner of the lot or lots that are benefited by or adjacent to the easement shown or across said lot.
- The City of Sherman will not be responsible for the maintenance and operation of said easement shown or for the control of erosion.
- Neither the City of Sherman nor the undersigned surveyor will be responsible for any complete, partial failure or loss of life or property occasioned by flooding or flooding.
- The owner and builder must comply with all other local, state and federal regulations regarding developments of the tract.
- Boundaries are based on the City of Sherman Central Monument Station.
- The City of Sherman reserves the right to require acquisition of easements not shown on previous use of each lot.

OWNERS/DEVELOPER
DELLA SKERIS
747 PLEASANT HOME ROAD
SHERMAN, TEXAS 75092

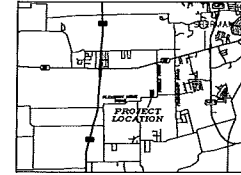
SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

BASE OF GEORGETOWN
TEXAS STATE PLAT 75000 CITY SYSTEM
NORTH CENTRAL ZONE

UNDERWOOD
CRATING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (803)465-2151

LOCATION MAP



(NOT TO SCALE)

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT WE, DELLA L. SKERIS, do hereby submit this plat designating the heretofore property as the PLEASANT HOME ADDITION, an addition to the City of Sherman, and do hereby dedicate to the public use for the streets and easements shown on this plat for the multiple use and accommodation of all public and private utilities desired to use the same, for the public or private utility and for the use and enjoyment of the public or private utility buildings, fences, trees, shrubs or other improvements or growths which in any way interfere with the construction, maintenance or efficiency of the respective systems on any of these easements and any public or private utility which, at all times, have a right of ingress and egress to and from and upon the said easements for the purpose of constructing, reconstructing, inspecting, maintaining and coding to or removing, at or part of the respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this _____ day of _____, 2018.

DELLA L. SKERIS

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared DELLA L. SKERIS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2018.

Notary Public in and for
the State of Texas
Commission Expires _____

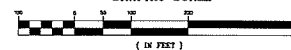
The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, PLEASANT HOME ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the _____ day of _____, 2018, and the City Council, by formal action then and there, accepted the dedication of streets, drains, easements and public grounds, shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this _____ day of _____, 2018.

Clerk, City of Sherman, Texas

FINAL PLAT
PLEASANT HOME ADDITION
BEING 17.241 ACRES IN THE
LEONARD REED SURVEY, ABSTRACT NO. 1029
AN ADDITION TO THE CITY OF SHERMAN
GRAYSON COUNTY, TEXAS
12-22-18

GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.



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

Agenda Item No. 12.

Meeting Date: 01/19/2016

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:

*** 747 PLEASANT HOME ROAD**

The request of John & Della Skerkis (Owners) and Underwood Drafting and Surveying (Surveyor) concerning the property located at 747 Pleasant Home Road, being 17.241 acres in the Leonard Reed Survey, Abstract NO. 1029, as follows:

Planning and Zoning Commission

Final Plat approval of Pleasant Home Addition in the City of Sherman's Extra Territorial Jurisdiction (ETJ)

Background:

The property is located at 747 Pleasant Home Road in west Sherman off South Friendship Road, in the City of Sherman Extra Territorial Jurisdiction (ETJ). The owner would like to plat the property into two lots.

Adjacent Zoning:

Outside City

Origination:

John & Della Skerkis (Owners)

Underwood Drafting and Surveying (Surveyor)

Master Plan Designation:

Outside City

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map

Zoning Map

Plat

Staff Review Letter

**STAFF REVIEW LETTER**

January 13, 2016

Della Skerkis
747 Pleasant Home Rd.
Sherman, Texas 75092

Dear Applicants,

The request for approval of the Final Plat of Pleasant Home Addition in the City of Sherman's Extra Territorial Jurisdiction (ETJ) has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 19, 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. Privately owned and maintained detention in accordance with City criteria is required.
4. The utility easements on the east and west sides of the property shall total 10 feet.
5. Grayson County septic requirements are to be met.
6. Grayson County shall review plat for additional changes and fees.
7. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by 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	Scott Shadden, Director of Development Services
	Brandon Shelby, City Attorney	Mark Gibson, Director of Utilities
	Danny Fuller, Fire Marshal	Don Keene, Asst. City Manager
	Steve Ayers, Dir. Of Community and Support Services	Clay Barnett, Director of Public Works and Engineering
	Lisa Whitfield, Engineering & Development Coordinator	
	Underwood Drafting & Surveying, 3404 Interurban Rd., Denison, Texas 75020	



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 5.

Meeting Date: 02/15/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

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)

Issue:

To consider Replat approval of Lot 2, Block 1, Helen Perkins Addition, containing 6.33 acres located at 2407 Texoma Parkway and 1515 Baker Drive

Background:

The property is located at 2407 Texoma Parkway and 1515 Baker Drive; the northeast corner of Texoma Parkway and Baker Drive. The owner would like to replat the property into three lots for commercial development.

Origination:

Alcoholic Services of Texoma, Inc. (Owner)
Helvey and Associates, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 19, 2016 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

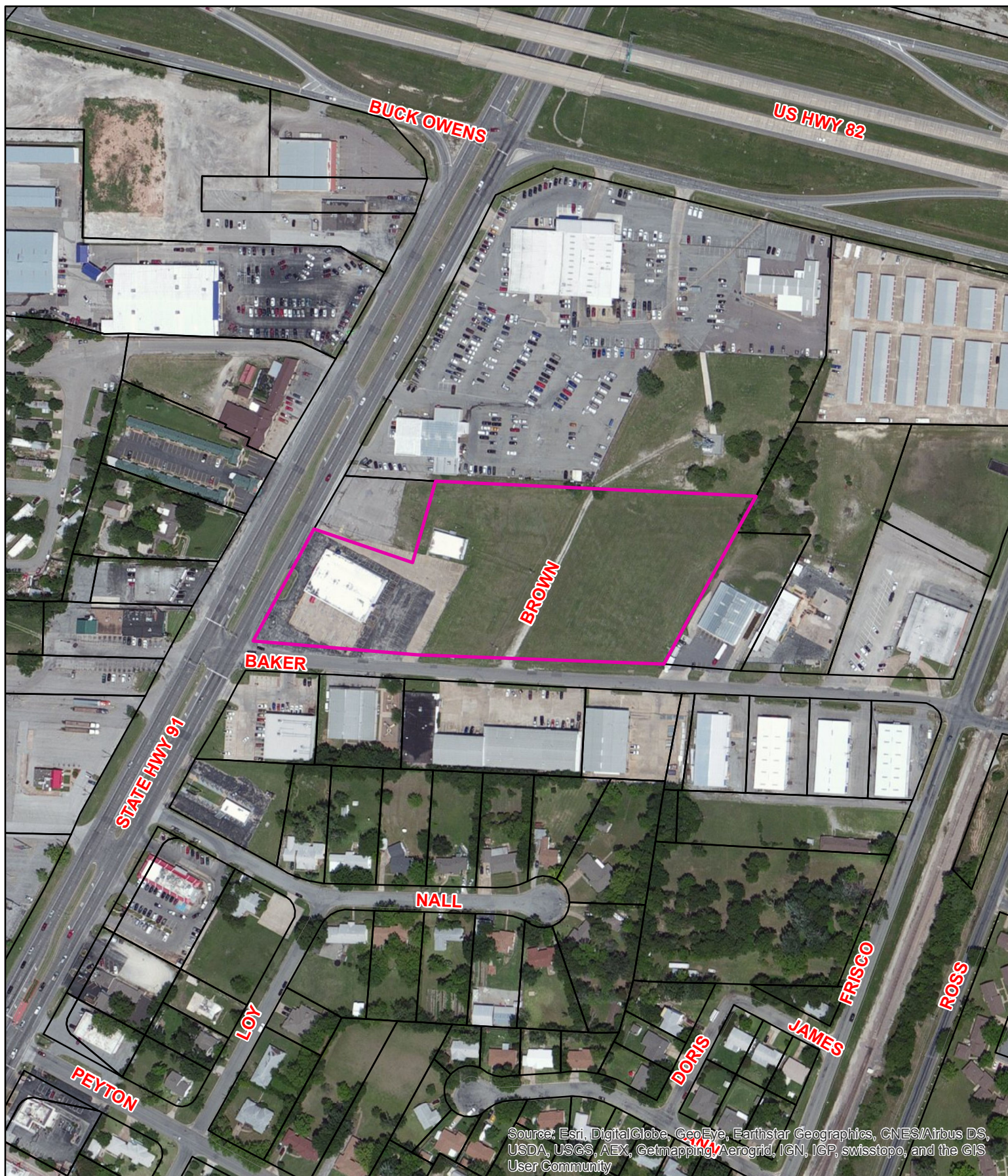
Location Map

Zoning Map

Replat

P&Z Communication

Staff Review Letter

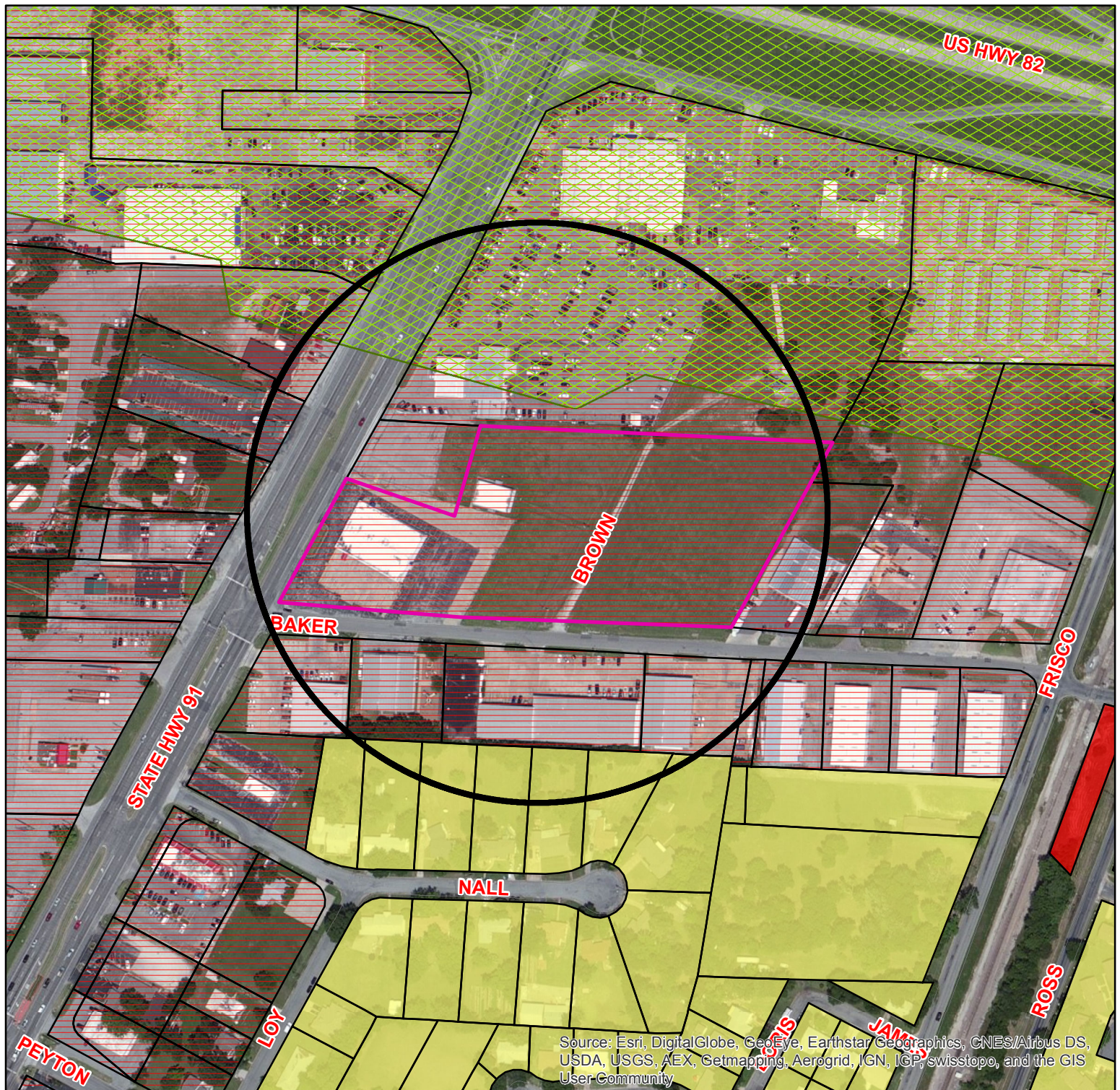


2407 Texoma Parkway & 1515 Baker Drive



City of Sherman, Texas
Developmental Services Department

1 in = 251 ft



Zoning - 2407 Texoma Parkway & 1515 Baker Drive

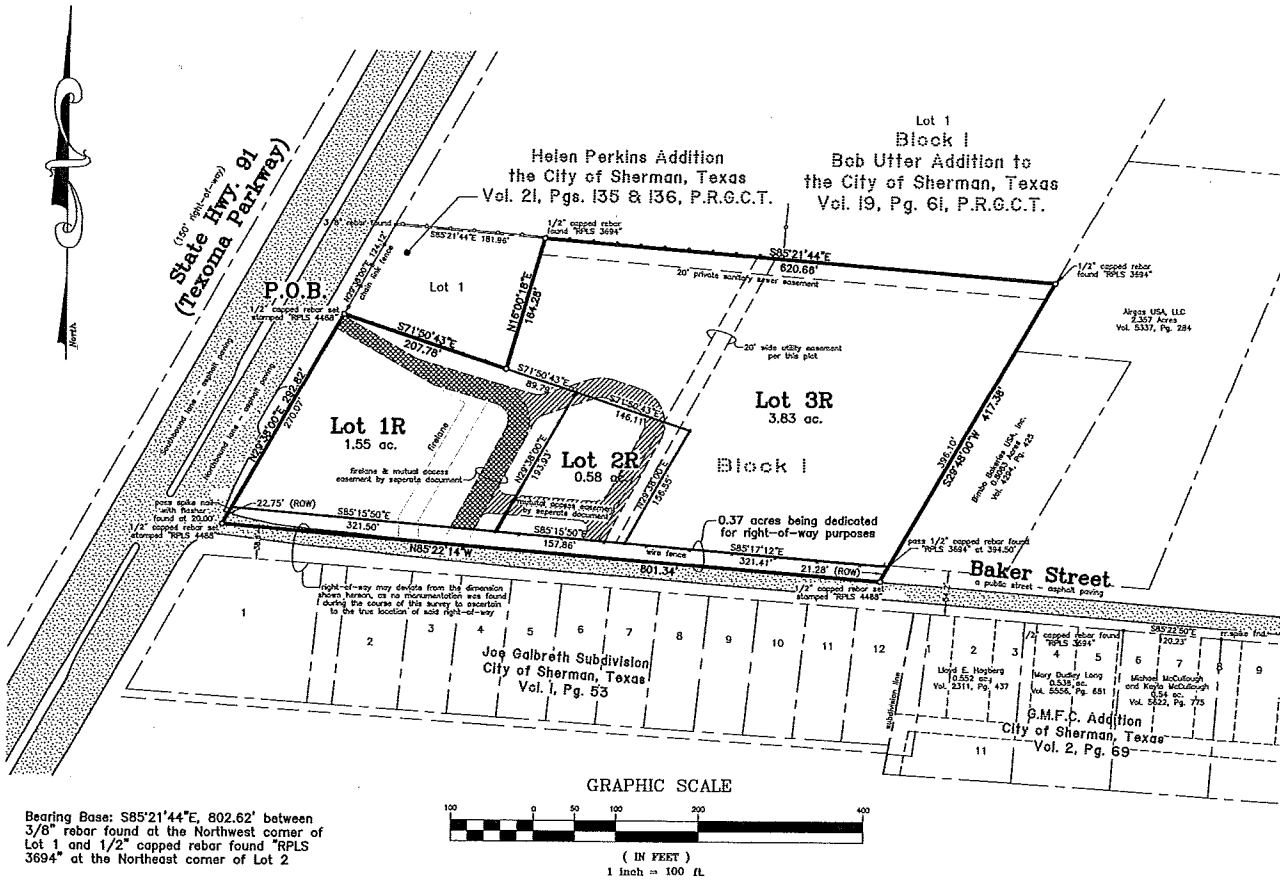
Legend	
Transportation Corridors Overlay	
HWY_NAME	DISTRICT_NAME
FM 1417	Arts and Cultural District
Sam Rayburn Freeway	Blalock Commercial Overlay District
US Hwy 82 and 75	Central Business District
Special Districts Overlay	
	College Park District
	Downtown Overlay District
	Historic Preservation District
ZONING PARCELS	
Zoning Classification	
Unknown	
BIP Blalock Industrial Park	C-2 General Commercial District
C-1 Retail Business 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 = 251 ft



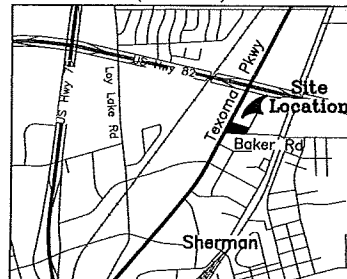
Replat of Lot 2, Block 1, Helen Perkins Addition to the City of Sherman, Texas 6.33 Acres

in the
Rueben Hendrix Survey
Abstract No. 504

Alcoholic Services of Texoma, Inc.

Owner
1515 Baker Drive
Sherman, Texas 75090
Ph: 903-868-2123

Vicinity Map
(not to scale)



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



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

Agenda Item No. 14.

Meeting Date: 01/19/2016

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:

*** 2407 TEXOMA PARKWAY & 1515 BAKER DRIVE**

The request of Alcoholic Services of Texoma Inc. (Owner) and Helvey and Associates, Inc. (Surveyor) concerning the property located at 2407 Texoma Parkway and 1515 Baker Drive, being Lot 2, Block 1, Helen Perkins Addition containing 6.33 acres, as follows:

Planning and Zoning Commission

Replat approval of Lot 2, Block 1, Helen Perkins Addition

Background:

The property is located at 2407 Texoma Parkway and 1515 Baker Drive; the northeast corner of Texoma Parkway and Baker Driver. The owner would like to replat the property into three lots for commercial development.

Adjacent Zoning:

C-2 (General Commercial) District

Origination:

Alcoholic Services of Texoma Inc. (Owner)
Helvey 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.

Number of notices mailed:

Not required

Objections Received:

0

Attachments

Location Map

Zoning Map

Replat

Staff Review Letter

**STAFF REVIEW LETTER**

January 13, 2016

Alcoholic Services of Texoma Inc.
Bob Stoolfire
1515 Baker Dr.
Sherman, Texas 75090

Dear Applicants,

The request for approval of the Replat of Lot 2, Block 1, Helen Perkins Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 19, 2016 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

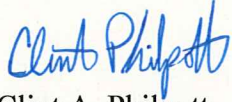
City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

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 and sidewalks shall conform to the City of Sherman standards.
4. Privately owned and maintained detention in accordance with City criteria is required.
5. Engineering plans for grading and storm drain design in accordance with City ordinances shall be submitted to the City Engineer for approval.
6. An Operation and Maintenance Manual and Landscaping Plan for the detention pond shall be provided to the Engineering Department prior to issuance of Occupancy Permits.
7. The utility notations shall be removed from the plat.
8. Any other changes made to the replat 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
Helvey & Associates, 222 W. Main, Denison, Texas 75020

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. E. 6.

Meeting Date: 02/15/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

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)

Issue:

To consider a variance not to 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 located at 1918, 1922, 1926, 1930 and 1934 Creekside Avenue

Background:

The property is located at 1918, 1922, 1926, 1930 and 1934 Creekside Avenue; the northwest corner of Park and Creekside Avenues in the Pebblebrook Subdivision. There are currently five houses being built on the lots; and the owner is requesting a variance to not require sidewalks. There are no sidewalks on the development to the north.

Origination:

TCV Apts LLC (Owner)
Joe Gilbert (Representative)

Financial Consideration:

None

Staff Recommendation:

At the January 19, 2016 regular meeting, the Planning & Zoning Board voted 8/0 to recommend to the City Council to approve the variance to not require sidewalks at 1918, 1922, 1926, 1930 and 1934 Creekside Avenue.

Alternatives:

Require the sidewalks to be built.

Attachments

Location Map

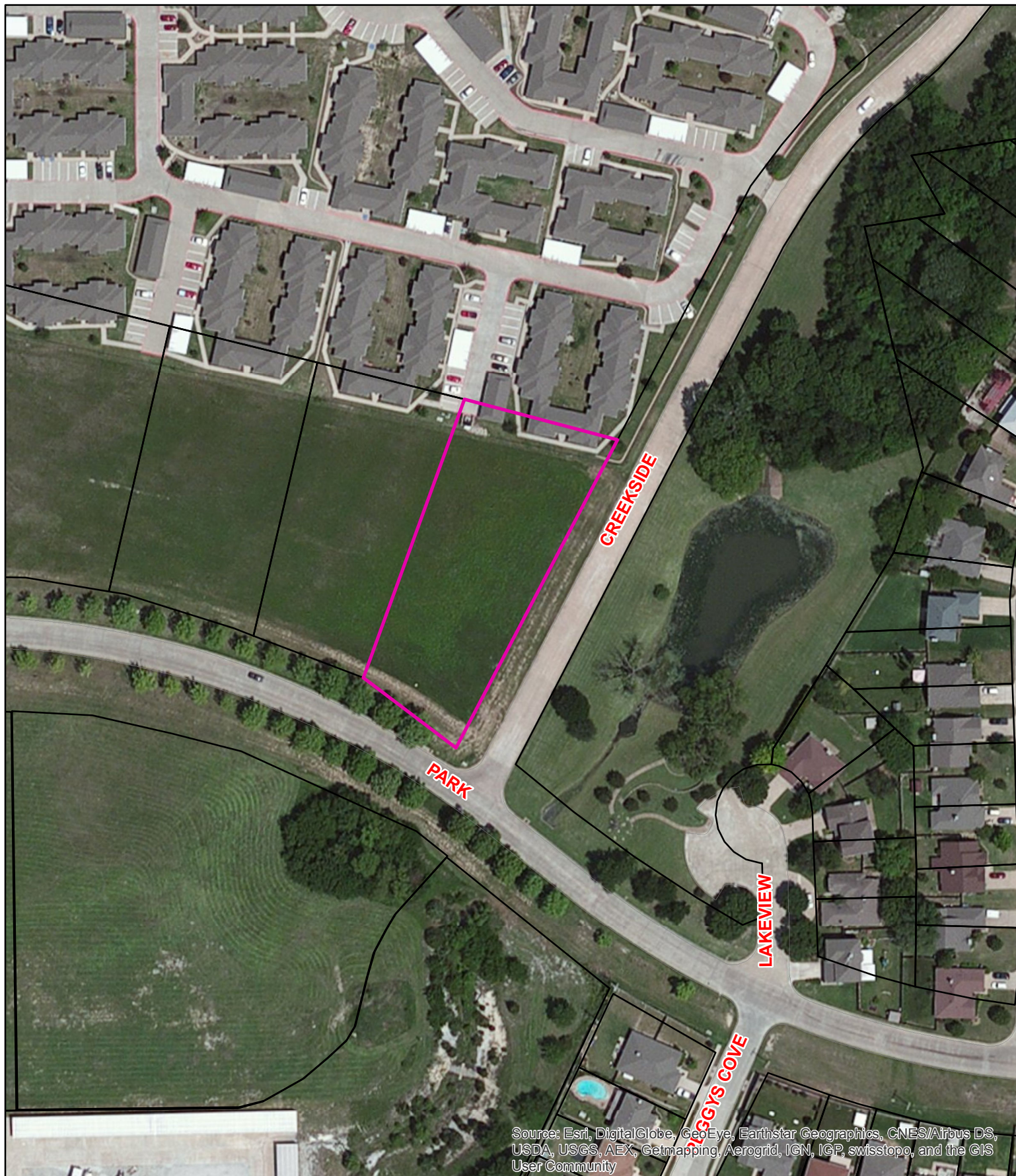
Zoning Map

Zoning Photo

Plat

P&Z Communication

Staff Review Letter



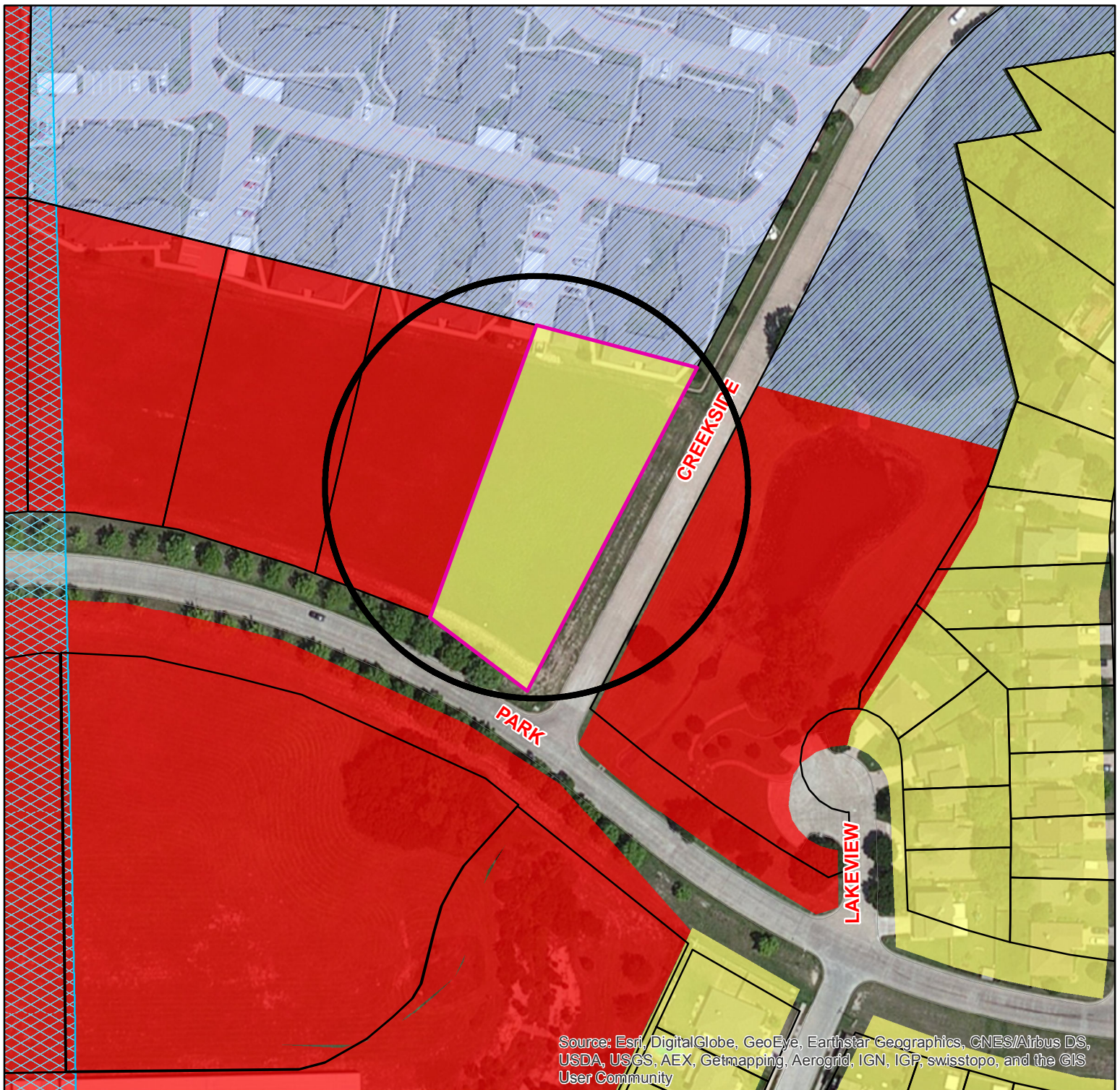
City of Sherman, Texas
Developmental Services Department

1918 - 1934 Creekside Avenue



NOT TO SCALE

1 in = 125 ft



Zoning - 1918-1934 Creekside Avenue

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

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City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 130 ft

1918 Creekside Dr.



1922 Creekside Dr.



1926 Creekside Dr.



1930 Creekside Dr.



1934 Creekside Dr.



OHC Park Master LTD
c/o Outranch Housing Corporation
25 August 2005 (18,265 Ac.)
Vol. 3816 Pg. 162

Elizabeth Jones Survey Abst.No.625

Re-Plat of Lot 1 & Lot 2
Park Plaza Addition
Vol. 18 Pg. 10 P.R.

Re-Plat of Lots 3 & 4 **Park Plaza Addition**

City of Sherman County of Grayson State of Texas

OWNERS DEDICATION

As the certain tract of land situated by the Elizabeth Jones Survey, Abstract Number 625, City of Sherman, County of Grayson, State of Texas, said tract being part of a tract as described in Deed to Walter H. Doran, dated 01 March 1904, and recorded in Volume 18, Page 10 of the Public Records of the County of Grayson, State of Texas, said tract also being as of Lots 3 and 4 of the Park Plaza Addition, and recorded in Volume 18 Page 10 of the Public Records of the County of Grayson, State of Texas, and being more fully described as follows:

Beginning at the northeast corner of the said tract being described herein as a Round 1/2 inch Steel Rod, said rod being the northeast corner of said Lot 3, and the southeast corner of Lot 2 of the Plat of Park Plaza Addition, and recorded in Volume 18, Page 10 of the Public Records of Grayson County, Texas, said rod also being on the west ROW line of Creekside Avenue (50' ROW);

Thence South 28 degrees 11 minutes 49 seconds West, with the west line of Lot 3, and the east ROW line of Creekside Avenue, a distance of 333.46 feet to a found 1/2 inch Steel Rod for the southeast corner of said Lot 3;

Thence South 76 degrees 43 minutes 22 seconds West, a distance of 8.22 feet to a found 1/2 inch Steel Rod for a corner of this tract and on the south line of Lot 3, and on the north ROW line of Park Avenue (80' ROW) and the start of a curve to the left whose radius is 880.00 feet, chord bearing of north 61 degrees 41 minutes 07 seconds west, a distance of 276.54 feet;

Thence West said curve to the left, an Arc Length of 218.14 feet, central angle of 14 degrees 55 minutes 20 seconds to a found 1/2 inch Steel Rod for the southwest corner of Lot 4 and the southeast corner of Lot 5;

Thence North 13 degrees 16 minutes 31 seconds East, with the west line of Lot 4, a distance of 207.61 feet to a found 1/2 inch Steel Rod for the northeast corner of Lot 4 and the northeast corner of Lot 5;

Thence South 76 degrees 43 minutes 22 seconds East, with the north line of Lot 3 & 4, a distance of 311.93 feet to the POINT OF BEGINNING and containing 1.850 acres of land.

State of Texas
County of Grayson

HONORABLE, KNOW ALL MEN BY THESE PRESENTS:

Walter H. Doran does hereby certify that the plat depicting the herein described property as the Plat of Lots 3 & 4, Park Plaza Addition, City of Sherman, County of Grayson, Texas, and does hereby declare to the public use for the streets and easements for the same purpose and containing correct bearings.

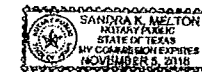
Walter H. Doran
Walter H. Doran

STATE OF TEXAS

John C. Cox, the undersigned Surveyor for the State of Texas, do hereby certify that this plat was prepared from a correct survey of the land described herein, and that the same conforms to the laws of the State of Texas, and the rules and regulations of the Surveyors' Association of the State of Texas.

Given under my hand and seal of office this 14th day of February, 2015.

John C. Cox
John C. Cox, State Licensed Professional Land Surveyor
Number 6177



SURVEYORS CERTIFICATION

NOTICE: I, John C. Cox, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from a correct survey of the land described herein, and that the same conforms to the laws of the State of Texas, and the rules and regulations of the Surveyors' Association of the State of Texas.

14 Feb 2015



CERTIFICATE OF APPROVAL

Approved this 14 day of February, 2015, by the
City Planning and Zoning Commission of the City of Sherman, Texas.

John C. Cox
Chairman

John C. Cox
Secretary

ACCEPTED BY THE CITY COUNCIL OF THE CITY OF SHERMAN:

John C. Cox
Mayor, City of Sherman, Texas

John C. Cox
Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing re-plat of Lot 3, Park Plaza Addition, an Addition to the City of Sherman, was submitted to the City Council on the 14th day of February, 2015, and the City Council by formal action then and there accepted the dedication of street, alley, easements and public places on shown and set forth in and upon said plat, and said City Council further authorized the Mayor to execute the acceptance thereof by signing his name as hereinafter authorized.

Witness my hand this 14th day of May, A.D. 2015.

John C. Cox
City Clerk, City of Sherman, Texas



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	880.00'	228.19'	228.54'	N 61°44'07" W	14°55'20"
C2	880.00'	113.48'	113.40'	N 58°01'14" W	07°33'20"
C3	880.00'	115.69'	115.61'	N 63°22'44" W	07°31'59"



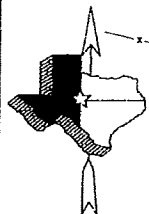
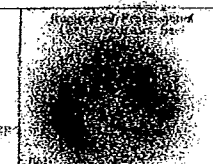
COX SURVEYING CO.

P.O. BOX 597 106 N. MAIN ST. COLLINSVILLE, TEXAS 76535
COLLINSVILLE 803-429-6125 FAX 803-423-6371 E-mail: COXSURV@comcast.net
Gainesville 940-612-LAND Denton 940-351-2070 McKinney 469-852-5070

Re-Plat of Lots 3 & 4 of the
Park Plaza Addition
E. Jones Survey Abst.No.625
City of Sherman
County of Grayson
State of Texas

Drawn by: DKC
Check by: DKC

Job No.
15-9568-2F



SCALE: 1"=40'

LOT 5 **Park Plaza Addition**

Vol. 16 Pg. 183 P.R.

Walter H. Doran
03 March 2004
Vol. 3639 Pg. 133 D.R.

42700.250 Sq. Feet
0.980 Acres
LOT 4R

Walter H. Doran
03 March 2004
Vol. 3639 Pg. 133 D.R.

LOT 2

8376.706 Sq. Feet
0.191 Acres
LOT 3-1

7198.944 Sq. Feet
0.165 Acres
LOT 3-2

7198.944 Sq. Feet
0.165 Acres
LOT 3-3

7198.944 Sq. Feet
0.165 Acres
LOT 3-4

8361.993 Sq. Feet
0.192 Acres
LOT 3-5

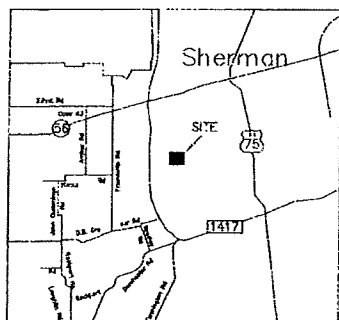
3705
Park Avenue

1918
1922
1926
1930
1934
Creekside Avenue

FILED FOR RECORD

Recorded in Vol. 15, Page 10
Recent Grayson County,
WILMA BLACKSHEAR BLUSH
County Clerk, Grayson Co., Texas
By: *Walter H. Doran*
Deputy

OWNER:
Walter H. Doran
03 March 2004
Vol. 3639 Pg. 133 D.R.
1600 Study Oaks Place
Caddo, Texas 76205



Location Map

LEGEND

- S&W = Set 3/4" Rod
- F&P = Found Rod
- S&W = Set 1/2" Rod
- F&P = Found Rod
- S&W = Set 1/4" Rod
- F&P = Found Rod
- S&W = Set 1/8" Rod
- F&P = Found Rod
- S&W = Set 1/16" Rod
- F&P = Found Rod
- S&W = Set 1/32" Rod
- F&P = Found Rod
- S&W = Set 1/64" Rod
- F&P = Found Rod
- S&W = Set 1/128" Rod
- F&P = Found Rod
- S&W = Set 1/256" Rod
- F&P = Found Rod
- S&W = Set 1/512" Rod
- F&P = Found Rod
- S&W = Set 1/1024" Rod
- F&P = Found Rod
- S&W = Set 1/2048" Rod
- F&P = Found Rod
- S&W = Set 1/4096" Rod
- F&P = Found Rod
- S&W = Set 1/8192" Rod
- F&P = Found Rod
- S&W = Set 1/16384" Rod
- F&P = Found Rod
- S&W = Set 1/32768" Rod
- F&P = Found Rod
- S&W = Set 1/65536" Rod
- F&P = Found Rod
- S&W = Set 1/131072" Rod
- F&P = Found Rod
- S&W = Set 1/262144" Rod
- F&P = Found Rod
- S&W = Set 1/524288" Rod
- F&P = Found Rod
- S&W = Set 1/1048576" Rod
- F&P = Found Rod
- S&W = Set 1/2097152" Rod
- F&P = Found Rod
- S&W = Set 1/4194304" Rod
- F&P = Found Rod
- S&W = Set 1/8388608" Rod
- F&P = Found Rod
- S&W = Set 1/16777216" Rod
- F&P = Found Rod
- S&W = Set 1/33554432" Rod
- F&P = Found Rod
- S&W = Set 1/67108864" Rod
- F&P = Found Rod
- S&W = Set 1/134217728" Rod
- F&P = Found Rod
- S&W = Set 1/268435456" Rod
- F&P = Found Rod
- S&W = Set 1/536870912" Rod
- F&P = Found Rod
- S&W = Set 1/1073741824" Rod
- F&P = Found Rod
- S&W = Set 1/2147483648" Rod
- F&P = Found Rod
- S&W = Set 1/4294967296" Rod
- F&P = Found Rod
- S&W = Set 1/8589934592" Rod
- F&P = Found Rod
- S&W = Set 1/17179869184" Rod
- F&P = Found Rod
- S&W = Set 1/34359738368" Rod
- F&P = Found Rod
- S&W = Set 1/68719476736" Rod
- F&P = Found Rod
- S&W = Set 1/137438953472" Rod
- F&P = Found Rod
- S&W = Set 1/274877906944" Rod
- F&P = Found Rod
- S&W = Set 1/549755813888" Rod
- F&P = Found Rod
- S&W = Set 1/1099511627776" Rod
- F&P = Found Rod
- S&W = Set 1/2199023255552" Rod
- F&P = Found Rod
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- F&P = Found Rod
- S&W = Set 1/8796093022208" Rod
- F&P = Found Rod
- S&W = Set 1/17592186044416" Rod
- F&P = Found Rod
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- S&W = Set 1/140737488355328" Rod
- F&P = Found Rod
- S&W = Set 1/281474976710656" Rod
- F&P = Found Rod
- S&W = Set 1/562949953421312" Rod
- F&P = Found Rod
- S&W = Set 1/1125899906842624" Rod
- F&P = Found Rod
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- F&P = Found Rod
- S&W = Set 1/4503599627370496" Rod
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- S&W = Set 1/576460752303423488" Rod
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- F&P = Found Rod
- S&W = Set 1/2305843009213693952" Rod
- F&P = Found Rod
- S&W = Set 1/4611686018427387904" Rod
- F&P = Found Rod
- S&W = Set 1/9223372036854775808" Rod
- F&P = Found Rod
- S&W = Set 1/18446744073709551616" Rod
- F&P = Found Rod
- S&W = Set 1/36893488147419103232" Rod
- F&P = Found Rod
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- F&P = Found Rod
- S&W = Set 1/147573952589676412928" Rod
- F&P = Found Rod
- S&W = Set 1/295147905179352825856" Rod
- F&P = Found Rod
- S&W = Set 1/590295810358705651712" Rod
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- F&P = Found Rod
- S&W = Set 1/151115727451828646838272" Rod
- F&P = Found Rod
- S&W = Set 1/302231454903657293676544" Rod
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- S&W = Set 1/604462909807314587353088" Rod
- F&P = Found Rod
- S&W = Set 1/1208925819614629174706176" Rod
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- F&P = Found Rod
- S&W = Set 1/38685626227668133590597632" Rod
- F&P = Found Rod
- S&W = Set 1/77371252455336267181195264" Rod
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- S&W = Set 1/618970019642690137449562112" Rod
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- S&W = Set 1/1237940039285380274899124224" Rod
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- S&W = Set 1/4951760157141521099596496896" Rod
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- S&W = Set 1/9903520314283042199192993792" Rod
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- S&W = Set 1/19807040628566084398385987584" Rod
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- S&W = Set 1/316912650057057350374175801344" Rod
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- S&W = Set 1/2535301200456458802993406410752" Rod
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- S&W = Set 1/1393796574908163946347700314534413144123776" Rod
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- S&W = Set 1/2787593149816327892695400629068826288247552" Rod
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- S&W = Set 1/5575186299632655785390801258137652576495104" Rod
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- S&W = Set 1/11150372599265311570781602516275305152990208" Rod
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- S&W = Set 1/17840596158824498513250564026040488244784328" Rod
- F&P =



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

Agenda Item No. 16.

Meeting Date: 01/19/2016

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:

1918-1934 CREEKSIDE AVENUE

The request of TCV Apts LLC (Owner) and Joe Gilbert (Representative) concerning the property at 1918, 1922, 1926, 1930 and 1934 Creekside Avenue, being Lots 3-1 thru 3-5, Block 1, Replat Lots 3 & 4, Park Plaza Addition, as follows:

Planning and Zoning Commission

Variance under Ordinance No. 2684, Section 12 (F) to not require sidewalks in an R-1 (One Family Residential).

Background:

The property is located 1918, 1922, 1926, 1930 and 1934 Creekside Avenue; the northwest corner of Park and Creekside Avenues in the Pebblebrook Subdivision. There are currently five houses being built on the lots and the owner is requesting a variance to not require sidewalks along the front of the lots.

Adjacent Zoning:

R-1 (One Family Residential) District

R-2 (Multi-Family Residential) District

C-1 (Retail Business) District

Origination:

TCV Apts LLC (Owner)

Joe Gilbert (Representative)

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:

3

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Photo

Plat

Staff Review Letter

STAFF REVIEW LETTER

January 13, 2016

TCV Apts LLC
3114 Rex Cruse
Sherman, Texas 75092

Joe Gilbert
801 E. Taylor St.
Sherman, Texas 75090

Dear Applicants,

The request for a variance to not require sidewalks in an R-1 (One Family Residential) for the properties located at 1918, 1922, 1926, 1930 and 1934 Creekside Avenue has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 19, 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:

Engineering:

1. The staff recommends that the following code of ordinance be followed in reference to sidewalks:

EXHIBIT A, SUBDIVISION ORDINANCE, ORDINANCE NO. 2684

Sec. 12 Design Criteria

(F) Sidewalks:

"sidewalks shall be installed on all street frontages of residential and commercial subdivisions and where deemed necessary by the commission or city council to provide circulation or access to schools, playgrounds, shopping centers, and transportation and other community facilities, or to provide pedestrian circulation within the subdivision"

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

Meeting Date: 02/15/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2016 Council Calendar

2016

JANUARY						
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2/11/2016	Called Council Meeting for Transportation Workshop
7/4/2016	Independence Day/Called Council Meeting on 7/5/2016
9/5/2016	Labor Day/Called Council Meeting on 9/6/2016
