

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, FEBRUARY 6, 2017
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY MAYOR DAVID PLYLER**
- A. 3. INVOCATION BY MAYOR DAVID PLYLER**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 16, 2017**

Other Business

- B. 1. OTHER BUSINESS**
Receive Presentation from Austin College Associate Vice President for Institutional Advancement and Director of the Center for Community & Regional Development Cary Wacker on a JanTerm 2017 Project

Public Hearing

- C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6005**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Auction House in a C-2 (General Commercial) District/Central Business District at 316 West Lamar Street, being Lot 11 and the West 35' of Lot 9, Block 1, A.R. Loving's Addition (Los Hermanos Partnership, LLC, Owners; Doug Smith and Teresa Jacoby, Applicants; and North Texas Auction Company, Tenant); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- C. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6006**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Solar Energy Facility in an R-1 (One Family Residential) District in the 900-2000 blocks of West Moore Street, being 112.6372 acres in the Elizabeth Jones Survey, Abstract No. 625 (SSCGC, LLC, Owners; Shane Shields, Representative; and Cypress Creek Renewables, Solar Company); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- C. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6007**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Liquor Store in an M-1 (Light Manufacturing) District at 1922 North Grand Avenue, being 5.73 acres in the J.B. McAnair Survey, Abstract No. 763 (Interproperty Holdings, Inc., Owner; and Tom Joseph, Grand Kera, Inc., Applicant/Tenant); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

C. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6008

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Liquor Store in a C-1 (Retail Business) District, C-2 (General Commercial) District and O-1 (75 & 82 Overlay) District at 724 East Highway 82, being Lot 2, Block 1, 82-75 Addition (Douglass Distributing, Owner; and Sartin & Associates, Inc., Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

C. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6009

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Truck Repair, Storage, Rental and Office for Ryder Trucks and a General Contractor's Office and Storage Facility in a C-2 (General Commercial) District/O-1.1 (FM 1417 Overlay) District at 4613 North F.M. 1417 (Heritage Parkway), being 17.60 acres in the Alfred Humes Survey, Abstract No. 522 (Sapphire Group, LLC, Owners; Kyle Boothe, Representative; and Bluestone Drafting & Design, Designer); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Close Public Hearing and Consider Adoption of Ordinances

C. 6. ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 6005, 6006, 6007, 6008 and 6009

C. 7. CONSENT AGENDA

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

Resolutions

D. 1. JOINT RESOLUTION NO. 6180

A Joint Resolution of the Board of Trustees of the Sherman Independent School District and the City Council of the City of Sherman, Texas, Adopting an Interlocal Cooperative Agreement for the Lease of Veteran's Field at Fairview Park

D. 2. RESOLUTION NO. 6181

Awarding a Bid to and Authorizing Execution of an Agreement with Schmoldt Construction, Inc., as Construction Manager-at-Risk (CMAR) for Renovations to the Sherman Public Library

D. 3. RESOLUTION NO. 6182

Authorizing Execution of a Contract with Austin Bridge & Road for the Repair of the Grand Avenue Bridge

D. 4. RESOLUTION NO. 6183

Adopting a Tax Increment Financing Policy for the City of Sherman

D. 5. RESOLUTION NO. 6184

Authorizing the Acceptance of a Special Warranty Deed and the Execution of a Contract with M.L. Hampton Investments, LLC for the Conveyance and Acquisition of Properties located at 1600 West Lamar Street and 1600 West Houston Street, being 3.4 acres in the Elizabeth Jones Survey, Abstract No. 625 and being 1.13 acres in the J.B. McNair Survey, Abstract No. 763, both properties being located in the City of Sherman, County of Grayson, State of Texas

D. 6. RESOLUTION NO. 6185

Authorizing the Acceptance of a Conveyance Document from Jeffrey Alan Oliver for the Conveyance of Property located at 115 East Lamberth Road, being 0.38 acres in the J.B. McAnair Survey, Abstract No. 763, and being a Part of the Dr. J.H. Carraway's Subdivision to the City of Sherman, Texas, as shown by Plat of Record in Volume 414, Page 125 of the Deed Records of Grayson County, Texas, being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes

D. 7. RESOLUTION NO. 6186

Authorizing the Acceptance of a Conveyance Document from John P. Brewer and Cynthia J. Brewer for the Conveyance of Property located at 1218 West McGee Street, being Lot 5, Block 1 of West Park Addition to the City of Sherman, Texas, as shown by Plat of Record in Volume 2, Page 57 of the Plat Records of Grayson County, Texas, and also being a part of the J.B. McAnair Survey, Abstract No. 763, being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes

D. 8. * RESOLUTION NO. 6187

Authorizing Execution of an Agreement with Elizabeth Ann West for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 715 North Elm Street

Requests to Advertise

E. 1. * REQUEST TO ADVERTISE

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

Other Business

F. 1. * OTHER BUSINESS

Consider Request of Sherman Downtown NOW (formerly Downtown Sherman Preservation & Revitalization) to Temporarily Close Certain Streets for "Craft the Night Away" on Saturday, April 8, 2017

F. 2. * OTHER BUSINESS

Replat Approval of Hickory Estates, being Lots 1-6, Hickory Estates, containing 1.306 acres in the J.B. McAnair Survey, Abstract No. 763; Joe Gilbert Construction, LLC, Owner; Cross Engineering Consultants, Civil Engineer; and Preston Trail Land Surveying, Surveyor (3000-3100 blocks of North Hickory Street)

F. 3. * OTHER BUSINESS

Replat Approval of Part of Lots 20 and 21, Mayhew's Second Supplement, being 0.41 acres in the Samuel Blagg Survey, Abstract No. 56 and being a Part of Lots 20 and 21 in Mayhew's Second Supplement; Landmark Bank, Owners; and Underwood Drafting and Surveying, Surveyor (1518 South Austin Street)

F. 4. * OTHER BUSINESS

Final Plat Approval of The Oaks of Norwood, being 17.500 acres in the Fielding Bacon Survey, Abstract No. 120, the William Thompson Survey, Abstract No. 1209, and the Elijah Hartzog Survey, Abstract No. 540; Norberto and Lisa Galarza, Jeff Hill and Lester W. Vance, LLC, Owners; and Underwood Drafting and Surveying, Surveyor (3000-3100 blocks of West Lamberth Road and 2200 block of Norwood Street)

F. 5. * OTHER BUSINESS

Replat Approval of Lot 1, Block 2, Independence Square Addition, Section Three, being 1.624 acres in the J.B. McAnair Survey, Abstract No. 763, and being All of Lot 1, Block 2, Independence Square Addition, Section Three, containing 14.472 acres; Post Oak Liquidating Trust, Owners; and Underwood Drafting & Surveying, Surveyor (2000-2200 blocks of North Travis Street and North U.S. Highway 75)

G. CITIZEN REQUESTS

H. MEDIA QUESTIONS

I. COUNCIL COMMENTS

Executive Session

J. 1. EXECUTIVE SESSION

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

Section 551.071	Consultation with City Attorney concerning Pending or Contemplated Litigation
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Section 551.087	Deliberation Regarding Economic Development Negotiations:
(a)	Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect

The Council reconvenes into General Session

K. 1. OPEN MEETING

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

L. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on February 3, 2017 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 3rd day of February, 2017
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor

David Plyler

Deputy Mayor

Jason Sofey

Council Members

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

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

Shawn C. Teamann, Council – District #1

Terrence R. Steele, Council – District #2

Pamela L. Howeth, Council – District #3

Charles H. Brown, Sr., Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. A. 4.

Meeting Date: 02/06/2017

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 16, 2017

Attachments

January 16, 2017

Sherman High Lofts

COUNCIL MINUTES – JANUARY 16, 2017

members. She recognized the majority of her Library staff that was in attendance in the audience.

PROCLAMATION

“DR. MARTIN LUTHER KING, JR. DAY” – JANUARY 16, 2017
Council Member Steele presented a proclamation to Daron Holland, designating January 16, 2017 as “Dr. Martin Luther King, Jr. Day.”

DR. MARTIN LUTHER
KING, JR. DAY
(JAN. 16, 2017)

Mr. Holland said it was an honor to accept the proclamation and thanked the City Council and the citizens of Sherman for allowing him to accept it. He recognized the positive directions that Sherman has taken toward unity. He quoted Dr. King saying “ we have all come in on different ships, but we are all still in the same boat now.”

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Plyler introduced Ordinance No. 5999 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A CROSS ROADS EXPRESS CAR WASH IN A C-1 (RETAIL BUSINESS) DISTRICT AT 3603 LOY LAKE ROAD, BEING 1.569 ACRES IN THE HILLARD JENNINGS SURVEY, ABSTRACT NO. 639 (IBRAHIM ABU SARRIS FAMILY, LP, OWNERS; AARON COLE, PROSPECTIVE BUYER; HOMEYER ENGINEERING, INC., CIVIL ENGINEER; BATES MARTIN ARCHITECTS, ARCHITECT; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 5999
SUP FOR CAR WASH
(3603 LOY LAKE RD)

Scott Shadden, Director of Development Services, said this item was presented to the City Council a little over a year ago and it was approved. Since it has been over a year, they were required to reapply for the Specific Use Permit.

The request is also connected to Item H-3 on the agenda, which is the Final Plat. It was recommended for approval by the Planning and Zoning Commission.

Steve Homeyer, Homeyer Engineering, Inc., was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 5999.

Mayor Plyler introduced Ordinance No. 6000 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-1 (ONE FAMILY RESIDENTIAL) DISTRICT IN

ORD 6000
ZONE CHANGE
(500 BLOCK OF EAST
NORTHCREEK DR.)

COUNCIL MINUTES – JANUARY 16, 2017

THE 500 BLOCK OF EAST NORTHCREEK DRIVE, BEING 1.029 ACRES IN THE JAMES H. CLARK SURVEY, ABSTRACT NO. 275 AND THE J. JENNINGS SURVEY, ABSTRACT NO. 647 (YOUNG ENTERPRISES, LP, OWNERS; DANIEL WORRELL, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, INC., SURVEYORS); PROVIDING FOR A REPEALER.

Mr. Shadden said this property would go from commercial to residential and is located west of Town Center. The owner will be creating 44 residential lots.

The request is also connected to Item H-4 on the agenda, which is the Final Plat. It was recommended for approval by the Planning and Zoning Commission.

No citizens appeared before the City Council to discuss Ordinance No. 6000.

Mayor Plyler introduced Ordinance No. 6001 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE SALES IN A C-1 (RETAIL BUSINESS) DISTRICT AT 3412 WEST HOUSTON STREET, BEING 1.47 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (DAVID HENRY, OWNER; ANDRE LAUB, APPLICANT/TENANT; AND LAURA DANIEL, DREAM TO LIFE DESIGNS, DESIGNER); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

**ORD 6001
SUP FOR AUTO
SALES
(3412 W. HOUSTON)**

Mr. Shadden said the Specific Use Permit is for a used car lot. The Planning and Zoning Commission recommended approval of the request.

There was a condition placed on the SUP that they could use milled asphalt for three years and then they would have to comply with the paving ordinance. There should also be no outside storage.

No citizens appeared before the City Council to discuss Ordinance No. 6001.

Mayor Plyler introduced Ordinance No. 6002 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A RETAIL BREW PUB IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 2130 TEXOMA PARKWAY, BEING ALL OF LOT 1 AND PART OF LOT 2, BLOCK 5, SHERMAN BUSINESS CENTER REPLAT (RANDY

**ORD 6002
SUP FOR RETAIL
BREW PUB
(2130 TEXOMA PKWY)**

COUNCIL MINUTES – JANUARY 16, 2017

DERZAPF, OWNER; CELLARMAN'S AMERICAN PUB, INC., TENANT; AND DAVID BACA STUDIO, LLC, ARCHITECT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

Mr. Shadden said the request is for a retail brew pub at Cellarman's. It will be a new addition to the back of the building and will include a small grain silo.

He added that the Board of Adjustments granted a variance to the setbacks. The Planning and Zoning Commission recommended approval, subject to the Staff Review Letter.

No citizens appeared before the City Council to discuss Ordinance No. 6002.

Mayor Plyler introduced Ordinance No. 6003 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A SALES, PARTS AND SERVICE FOR MOTORSPORTS VEHICLES FOR A HONDA-POLARIS DEALERSHIP IN A C-2 (GENERAL COMMERCIAL) DISTRICT/ O-1 (75 & 82 OVERLAY) DISTRICT AT 325 WEST U.S. HIGHWAY 82, BEING 3.85 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 (MLJ REAL ESTATE, LP, OWNERS; HONDA-POLARIS DEALERSHIP, TENANT; EDEN CONSULTING, CHUCK COOLEY, REPRESENTATIVE; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

**ORD 6003
SUP FOR SALES,
PARKS, SERVICE FOR
MOTORSPORTS
VEHICLES
(325 W. US HWY 82)**

Mr. Shadden said this request if for a motorcycle dealership on US Hwy 82. They plan to make major improvements to the property and will be in compliance with the Overlay District.

The Planning and Zoning Commission recommended approval, subject to a Staff Review Letter, and added that no events will be held on the track and all parking areas will be concrete.

No citizens appeared before the City Council to discuss Ordinance No. 6003.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5999

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION

**ORD 5999
SUP FOR CAR WASH
(3603 LOY LAKE RD)**

(5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A CROSS ROADS EXPRESS CAR WASH IN A C-1 (RETAIL BUSINESS) DISTRICT AT 3603 LOY LAKE ROAD, BEING 1.569 ACRES IN THE HILLARD JENNINGS SURVEY, ABSTRACT NO. 639 (IBRAHIM ABU SARRIS FAMILY, LP, OWNERS; AARON COLE, PROSPECTIVE BUYER; HOMEYER ENGINEERING, INC., CIVIL ENGINEER; BATES MARTIN ARCHITECTS, ARCHITECT; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

Ordinance 6000

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-1 (ONE FAMILY RESIDENTIAL) DISTRICT IN THE 500 BLOCK OF EAST NORTHCREEK DRIVE, BEING 1.029 ACRES IN THE JAMES H. CLARK SURVEY, ABSTRACT NO. 275 AND THE J. JENNINGS SURVEY, ABSTRACT NO. 647 (YOUNG ENTERPRISES, LP, OWNERS; DANIEL WORRELL, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, INC., SURVEYORS); PROVIDING FOR A REPEALER.

ORD 6000
ZONE CHANGE
(500 BLOCK OF EAST
NORTHCREEK DR.)

Ordinance 6001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 9, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE SALES IN A C-1 (RETAIL BUSINESS) DISTRICT AT 3412 WEST HOUSTON STREET, BEING 1.47 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (DAVID HENRY, OWNER; ANDRE LAUB, APPLICANT/TENANT; AND LAURA DANIEL, DREAM TO LIFE DESIGNS, DESIGNER); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6001
SUP FOR AUTO
SALES
(3412 W. HOUSTON)

Ordinance 6002

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A RETAIL BREW PUB IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 2130 TEXOMA PARKWAY, BEING ALL OF LOT 1 AND PART OF LOT 2, BLOCK 5, SHERMAN BUSINESS CENTER REPLAT (RANDY DERZAPF, OWNER; CELLARMAN'S AMERICAN PUB, INC., TENANT; AND DAVID BACA STUDIO, LLC, ARCHITECT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6002
SUP FOR RETAIL
BREW PUB
(2130 TEXOMA PKWY)

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Council Member Couch asked how much square footage would be added to the building. David Baca, Architect, said it would add about 1,300 square feet. All additional footage would be added for the brewing and not for the restaurant.

Council Member Howeth asked if it would reduce the amount of parking for the restaurant. Mr. Baca said it would reduce the amount of parking, but it will still meet the City's parking requirement.

Ordinance 6003

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A SALES, PARTS AND SERVICE FOR MOTORSPORTS VEHICLES FOR A HONDA-POLARIS DEALERSHIP IN A C-2 (GENERAL COMMERCIAL) DISTRICT/ O-1 (75 & 82 OVERLAY) DISTRICT AT 325 WEST U.S. HIGHWAY 82, BEING 3.85 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 (MLJ REAL ESTATE, LP, OWNERS; HONDA-POLARIS DEALERSHIP, TENANT; EDEN CONSULTING, CHUCK COOLEY, REPRESENTATIVE; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

**ORD 6003
SUP FOR SALES,
PARKS, SERVICE FOR
MOTORSPORTS
VEHICLES
(325 W. US HWY 82)**

Council Member Couch asked if this business would be one currently operating in Sherman that would be moving, or is it a new business.

Chuck Cooley, Representative, explained that the current owner purchased the business and real estate on Texoma Parkway, however because of improvements and how Honda-Polaris wants to revitalize the business, the bigger property was required. Technically they are moving an existing dealership.

Council Member Couch asked how large the expansion will be. Mr. Cooley said they currently have about 1,500 square feet and the new facility will have 15,000 to 16,000 square feet.

ACTION TAKEN.

Motion by Council Member Couch to adopt Ordinance Nos. 5999, 6000, 6001, 6002, and 6003, as presented.

Second by Council Member Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

RESOLUTIONS

RESOLUTION NO. 6173 – EXPRESSING SUPPORT FOR THE LOW INCOME HOUSING TAX CREDIT APPLICATION OF SARI & COMPANY CONCERNING THE PROPERTY LOCATED AT 120 WEST KING STREET IN SHERMAN, TEXAS, FOR THE YEAR 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXPRESSING SUPPORT FOR THE LOW INCOME HOUSING TAX CREDIT APPLICATION OF SARI & COMPANY CONCERNING THE PROPERTY LOCATED AT 120 WEST KING STREET IN SHERMAN, TEXAS, FOR THE YEAR 2017.

Nate Strauch, Community and Support Services Manager, introduced an application from a North Carolina company under the State's Low Income Housing Tax Credit policy. They are seeking support from the City under the City's new application process for LIHTC developers, which was instigated in 2016.

Mr. Strauch said the program was originally created by the Federal government in the mid 1980s to incentivize low income housing. They do this by block granting tax credits to each state, based on population. Last year these tax credits amounted to about \$48 million in Texas.

Each year applications are collected from developers and the tax credits are doled out by the Texas Department of Housing and Community Affairs. The applications are ranked on a specific set of criteria and one of the major criteria is if a developer has the support of the City where they would like to build their project.

These developers apply to the City for this letter of support. The City can decide to issue a letter of support, which receives the highest number of points on the application, they can issue a letter stating no objections, which is the middle ground, or they can withhold support entirely, which dooms the application.

Over the last couple of years, the City of Sherman has received increased interest from LIHTC developers, so an application process was developed in 2016, to make sure that the City would be dealing with the type of developers and developments that would bring "positive projects" to Sherman. This is the first application that the City has received since that time.

Mr. Strauch offered two examples of LIHTC projects that are now in Sherman. The Villas of Sherman, with 124 units, is

CONSENT AGENDA

**RES 6173
LOW INCOME
HOUSING TAX
CREDIT APPLICATION
(120 W. KING)**

COUNCIL MINUTES – JANUARY 16, 2017

restricted by age and income. Steeple Chase Farms, with 156 units, is only income restricted.

The current request is for the former Sherman High School building located at 120 West King Street. It was built in 1916 and sits on 1.46 acres. The property was transferred from the Sherman Independent School District to Grayson County in 2011. Grayson County approved a conditional reverse transfer on January 3, 2017 and terms were reached for sale of the property with the SISD on January 9, 2017.

If approved, the Sherman High Lofts would include 69 units designated for elderly individuals, 55 years of age or older, with low incomes. There would be four size and price points for the units.

Amenities for the apartments would include a 5,300 square foot community room; elevated, indoor exercise track and fitness area; landscaped lawn with shade trees; computer room; and two secured parking lots. The development would add property tax to the tax rolls based on an \$11.5 million project cost. The current assessment of the property is \$248,675. The area is already zoned for multi-family housing. A portion of the back of the property would remain with Grayson County and be used as a maintenance shop.

Mr. Strauch said Sari & Company is the developer proposing the project. They have developed nearly 50 LIHTC projects since 2002 in eight states. They have three projects in Texas.

Typically the company uses old commercial or educational buildings that are 100 plus years old. The projects are always about \$10 million to \$15 million and are also with blighted conditions.

After completion, Mr. Sari and his company maintain ownership interest in the development and each project is managed through a subcontractor. Cities that hosted past projects generally have positive things to say about Mr. Sari and his company.

Mr. Strauch said he visited the developments in Waco and Tyler and he presented photographs of the projects. He outlined the projects and discussed their similarities to the proposed project in Sherman. He also confirmed that they were well constructed and were well managed.

If the Sherman High Lofts project is approved for support by the City Council, Mr. Strauch said the awards would actually be announced in August 2017, and construction could begin in January 2018. The project has an estimated construction time of one year. A LIHTC project has one year to start construction and another year to complete construction.

In addition to the letter of support, they are not requesting any other direct financial participation from the City, but they

are asking for enrollment in the City's fee waiver program. Mr. Strauch said this building is not in the Central Business District, but the City Council does have discretion in enrolling that project.

If the developer can show that the City has "financial skin in the game" that would be additional points to increase the likelihood of support. The City Council would need to include that direction in their motion if they choose to do so.

Mr. Strauch said this is only the first step in a very long process. Issuing a letter of support does not guarantee that the application will be approved.

He added that the tax credits are claimed annually by the investors over a 10 year period, the first 10 years the building is in service, the building would have to remain "affordable" for 30 years.

Council Member Couch verified that the resolution is the formal action that would be taken to the State, the motion could be amended to include enrollment in the City's fee waiver program.

Council Member Couch felt it made sense to approve the request for the investment, especially since it is adjacent to the Central Business District. He asked if Grayson County also supported the project.

Mr. Strauch said Grayson County has granted support to the project. They have reached an agreement with the SISD to transfer the property back to them and they have reached an agreement with Sari & Company to sell the land if the application is approved.

ACTION TAKEN.

Motion by Council Member Couch to adopt Resolution No. 6173, and to direct the staff to include the project in the City's fee waiver program. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6174 – AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE SHERMAN-DENISON METROPOLITAN PLANNING ORGANIZATION FOR THE CREATION OF A THOROUGHFARE PLAN COVERING THE ENTIRE METROPOLITAN PLANNING AREA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE SHERMAN-DENISON METROPOLITAN PLANNING ORGANIZATION FOR THE CREATION OF A

RES 6174
MPO THOROUGHFARE
PLAN

COUNCIL MINUTES – JANUARY 16, 2017

THOROUGHFARE PLAN COVERING THE ENTIRE METROPOLITAN PLANNING AREA.

Clint Philpott, Director of Engineering, explained that last year, the City began updating their Master Thoroughfare Plan, and has now completed the northwest corridor section.

This year the plan was to update another section. Since that time, the Metropolitan Planning Organization and Clay Barnet, Sherman-Denison MPO Executive Director, have asked the City to partner with them, Grayson County, and the City of Denison, to complete a Master Thoroughfare Plan for the entire County.

He said this partnership will save the City some money and will also help coordinate efforts between Sherman, Denison, and Grayson County.

ACTION TAKEN.

Motion by Council Member Steele to adopt Resolution No. 6174, as presented. Second by Council Member Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6175 – APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION AND DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION AND DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT.

**RES 6175
NOTICE OF INTENTION
TO ISSUE COs
FOR FUTURE DEBT**

Mary Lawrence, Director of Finance, said this is the first action required for issuing Certificates of Obligation for 2017. The City has a list of projects, which were partially funded for the 2016 issuance. The projects include mostly streets, such as Canyon Creek, Swan Ridge, the Travis Street Extension, some “match money” for the Texas Department of Transportation, and some other projects.

The sale of the Certificates and the award date is scheduled for March 6, 2017, with funding on March 30, 2017. The budget impact will be discussed during the annual budget meeting in the Spring.

ACTION TAKEN.

Motion by Deputy Mayor Sofey to adopt Resolution No. 6175, as presented. Second by Council Member Howeth.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 6176 – APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH MWH CONSTRUCTORS, INC. FOR CONSTRUCTION OF THE CITY OF SHERMAN WATER TREATMENT PLANT EXPANSION PROJECT

RES 6176
WATER TREATMENT
PLANT EXPANSION
PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH MWH CONSTRUCTORS, INC. FOR CONSTRUCTION OF THE CITY OF SHERMAN WATER TREATMENT PLANT EXPANSION PROJECT.

Mark Gibson, Director of Utilities, said the Greater Texoma Utility Authority acted on the intention to contract with MWH Constructors, Inc. for the expansion of the Water Treatment Plant at their meeting today. The approval was based on two stipulations.

Those stipulations were that the City of Sherman approved the contract at their meeting and that the money be available on January 25, 2017.

Bids were taken in November 2016 and two were received, with the low bid being \$23,805,000. That bid, combined with the filtration bid, exceeded the available funding, and the staff requested additional funds for the project. An additional \$7,155,000 in bonds is being issued to fund the total cost of the project. The contract can legally be awarded on January 25, 2017, when the funds are available.

Council Member Steele asked how much the project cost has increased since the two projects were bid. Mr. Gibson said the bids for the microfiltration system were approximately \$3.3 million. This is in addition to the \$23.8 million total cost.

Robby Hefton, City Manager, said when the City first conceived this project, about two or three years ago, preliminary cost estimates were based on construction costs at the time. Since then, there has been about a 25% to 30% increase.

ACTION TAKEN.

Motion by Council Member Steele to adopt Resolution No. 6176, as presented. Second by Council Member Howeth.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 6177 – FINDING AND DETERMINING THE QUALIFICATIONS FOR A TAX INCREMENT REINVESTMENT ZONE; INITIATING THE FORMATION OF THE TAX INCREMENT REINVESTMENT ZONE #5 AND APPROVING THE ZONE'S PRELIMINARY REINVESTMENT ZONE FINANCING PLAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, FINDING AND DETERMINING THE QUALIFICATIONS FOR A TAX INCREMENT REINVESTMENT ZONE; INITIATING THE FORMATION OF THE TAX INCREMENT REINVESTMENT ZONE #5 AND APPROVING THE ZONE'S PRELIMINARY REINVESTMENT ZONE FINANCING PLAN.

RES 6177
TAX INCREMENT
REINVESTMENT ZONE
#5

RESOLUTION NO. 6178 – FINDING AND DETERMINING THE QUALIFICATIONS FOR A TAX INCREMENT REINVESTMENT ZONE; INITIATING THE FORMATION OF THE TAX INCREMENT REINVESTMENT ZONE #6 AND APPROVING THE ZONE'S PRELIMINARY REINVESTMENT ZONE FINANCING PLAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, FINDING AND DETERMINING THE QUALIFICATIONS FOR A TAX INCREMENT REINVESTMENT ZONE; INITIATING THE FORMATION OF THE TAX INCREMENT REINVESTMENT ZONE #6 AND APPROVING THE ZONE'S PRELIMINARY REINVESTMENT ZONE FINANCING PLAN.

RES 6178
TAX INCREMENT
REINVESTMENT ZONE
#6

Mr. Hefton explained that Resolution 6177 and 6178 relate to creating Tax Increment Reinvestment Zones. The first zone is in the south part of Sherman at the northwest intersection of US Hwy 75 and FM 1417, known as Sherman Crossroads. This is near the proposed extension of Travis Street.

The creation of this reinvestment zone will allow the City to reimburse the developer after they have incurred the cost and after they meet certain financial benchmarks, for certain infrastructure they have built.

The second zone is south of the intersection of US Hwy 75 and Hwy 691. This purchase of infrastructure will work the same on this zone too. These zones are #5 and #6 respectively.

Mr. Hefton said there are other TIF Zones throughout the City that have been very successful and have added to the City's ability to partner with developers to have the type and quality of development the City wants, and it helps spur development.

He said the use of this economic development tool has been a great success for the City in the past. The addition of these two zones will help "build out" what has already been started in these areas. Mr. Hefton said the process takes several steps and will be spread over several City Council Meetings.

ACTION TAKEN.

Motion by Deputy Mayor Sofey to adopt Resolution Nos. 6177 and 6178, as presented. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6179 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH CABOT NORIT AMERICAS, INC. FOR THE FILTRATION SUPPLY FOR GRANULAR ACTIVATED CARBON

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH CABOT NORIT AMERICAS, INC. FOR THE FILTRATION SUPPLY FOR GRANULAR ACTIVATED CARBON.

CONSENT AGENDA.

RES 6179
GRANULAR
ACTIVATED
CARBON BID

**REQUEST TO ADVERTISE
PURCHASE OF A PATROL VEHICLE FOR THE POLICE
DEPARTMENT UNDER THE FEMA ALTERNATIVE PROJECT
PROGRAM**

Ms. Lawrence explained that Agenda Items F-1 and F-2 are related. The City originally had two projects that were approved by the Federal Emergency Management Agency as a result of the heavy rains in the Spring of 2015. The City was unable to do both projects.

REQ TO ADVERTISE
POLICE PATROL
VEHICLE

The first project was the Lake Street road failure, which the City has decided to abandon, due to plans for the extension of Park Street. Because of the change, the money already allocated by FEMA for the project was “freed up” and can be used for the Alternative Project Program.

Ms. Lawrence said, through this program, the City would purchase a Chevy Tahoe for the Police Department and would have a 25% match.

The second project approved for FEMA funding was the Kessler Boulevard Erosion Project. This project was abandoned and the money will be used to purchase an Ambulance for the Fire Department, with the 25% match.

Both vehicles are ones that would have been replaced in May 2018 during the regular budget process, however Ms. Lawrence said with the 25% match, it's better to move forward with the purchases at this time.

**PURCHASE OF AN AMBULANCE FOR THE FIRE
DEPARTMENT UNDER THE FEMA ALTERNATIVE PROJECT
PROGRAM**

AMBULANCE

ACTION TAKEN.

Motion by Deputy Mayor Sofey to approve the request to advertise for the purchase of a police patrol vehicle and

an ambulance under the FEMA Alternative Project Program, as presented. Second by Council Member Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

CHANGE ORDER NO. 2

MEADOWS CIRCLE PAVING PROJECT; LYNN VESSELS CONSTRUCTION; \$6,349.75 INCREASE

The City Council approved Change Order No. 2, for a \$6,349.75 increase to Lynn Vessels Construction, for the Meadows Circle Paving Project. This change order is a final reconciliatory change order to adjust the final project quantities.

The project involved the rehabilitation of the City's infrastructure that had previously been noted as deteriorated or otherwise in need of rehabilitation. The change order results in a final contract price of \$63,691.70.

CONSENT AGENDA.

OTHER BUSINESS

APPROVE THE QUARTERLY INVESTMENT REPORTS FOR QUARTER ENDED DECEMBER 31, 2016

The City Council approved the Quarterly Investment Reports for the quarter ended December 31, 2016. A separate report is included for the Debt Proceeds portfolio that includes the Tax Note and the 2016 Certificates of Obligation proceeds, as required by the Investment Policy.

As of December 31, 2016, the portfolios were in compliance with applicable State laws and the Investment Policy. The Operating investment portfolio had a book value of about \$14.7 million, a decrease of about \$2.9 million from prior quarter of \$17.6 million, due to maturities, a withdrawal from the Local Government Investment Pool, and a called U.S. Agency Security.

The underlying investments were adequately diversified among four different types of securities. This portfolio is appropriately liquid and its weighted-average maturity was about 470 days, a decrease of 496 days from last quarter.

The portfolio yield of 1.036% for the quarter is higher than the benchmark yield of 0.85%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

The Debt Proceeds portfolio balance of \$8.1 million was invested in a Local Government Investment Pool with a maturity of one day. Current period transactions included the addition of interest income and approximately \$470,000 for

CHANGE ORDER
MEADOWS CIRCLE
PAVING PROJECT

QUARTERLY
INVESTMENT
REPORTS

COUNCIL MINUTES – JANUARY 16, 2017

project payments. The yield of .41% was below the benchmark yield of .44% for this portfolio. Book value and market value were about the same.

CONSENT AGENDA.

AMENDING FINAL PLAT APPROVAL OF WEST CANYON CREEK ESTATES; SECTION 3, BEING 105.102 ACRES IN THE JAMES H. VADEN SURVEY, ABSTRACT NO. 1288; WEST CANYON CREEK PROPERTIES, LTD, OWNERS; CITY OF SHERMAN, DEVELOPER; AND BROCKETTE/ DAVIS/DRAKE, INC., SURVEYOR (2700-2800 BLOCKS OF SHADY OAKS LANE AND 3300-3600 BLOCKS OF CANYON CREEK DRIVE

Mr. Shadden explained that this plat has already been approved but a corrected plat is needed to correct errors on Tract 1 and Tract 5 of West Canyon Creek Estates, Section 3, according to the Plat Records of Grayson County, Texas, recorded in Volume 23, Page 172 on August 31, 2016.

AMENDING FINAL
PLAT APPROVAL
WEST CANYON
CREEK ESTATES

ACTION TAKEN.

Motion by Council Member Howeth to amend the Final Plat of the West Canyon Creek Estates to correct errors on Tract 1 and Tract 5 in the Plat Records of Grayson County, Texas, recorded in Volume 23, Page 172, on August 31, 2016, as presented. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

FINAL PLAT APPROVAL OF SHERMAN CARWASH ADDITION, BEING 3.127 ACRES IN THE HILLARD JENNINGS SURVEY, ABSTRACT NO. 639; IBRAHIM ABU SARRIS FAMILY, LP, OWNERS; AARON COLE, DEVELOPER, HOMEYER ENGINEERING, INC., CIVIL ENGINEER; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR (3600 BLOCK OF LOY LAKE ROAD AND 900 BLOCK OF EAST PECAN GROVE ROAD)

The City Council approved the Final Plat of Sherman Carwash Addition, being 3.127 acres located in the 3600 block of Loy Lake Road and 900 block of East Pecan Grove Road. The owners would like to plat the property into two lots for commercial development.

APPROVE FINAL PLAT
SHERMAN CARWASH
ADDITION

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

CONSENT AGENDA.

FINAL PLAT APPROVAL OF MAGNOLIA VILLAGE, BEING 12.00 ACRES IN THE JAMES H. CLARK SURVEY, ABSTRACT NO. 275; YOUNG ENTERPRISES, LP, OWNERS; DANIEL WORRELL, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, SURVEYOR (300-500 BLOCKS OF EAST NORTHCREEK DRIVE)

The City Council approved the Final Plat of Magnolia Village,

APPROVE FINAL PLAT
MAGNOLIA VILLAGE

COUNCIL MINUTES – JANUARY 16, 2017

being 12 acres located in the 300 to 500 blocks of East Northcreek Drive. The owners would like to plat the property into 44 lots for residential development.

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

CITIZENS REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

There were no media questions.

ANNOUNCEMENT

Mr. Hefton announced that there has been some "reshuffling" of responsibilities recently at the City because of turnover. It started, in part, by Clay Barnett, former Director of Public Works and Engineering, who left the City to work for Grayson County.

Recently Clint Philpott was promoted to Director of Engineering. In the area of Public Works, Steve Ayers was named Director of Public Services; and Theresa Hutchinson and Nate Strauch have been give additional responsibilities.

Mr. Hefton said the City looks for good people and then "plugs" them in where they're needed. He said the City has a great staff and he is very pleased and believes the staff members are in the right place.

Mayor Plyler congratulated the staff members on their new job duties.

COUNCIL COMMENTS

DR. MARTIN LUTHER KING, JR. DAY EVENTS

Council Member Brown thanked everyone that participated in the Dr. Martin Luther King, Jr. Day celebration, saying there was more participation this year than ever before. He thanked the Council and staff for all the support given to the event.

DEVELOPMENT IN SHERMAN

Deputy Mayor Sofey said there's almost always some development going on in Sherman now. He said it's always encouraging to see.

SWEARING IN OF POLICE CHIEF ZACH FLORES

Deputy Mayor Sofey said he was proud to attend the swearing in of new Police Chief Zach Flores recently.

JOB FAIR

Council Member Steele announced that a Job Fair will be held on Thursday, January 19, 2017, from 10:00 a.m. until 6:00

CITIZEN'S REQUESTS

MEDIA QUESTIONS

ANNOUNCEMENT

**DR. MARTIN LUTHER
KING, JR. DAY
EVENTS**

**DEVELOPMENT
IN SHERMAN**

**SWEARING IN OF
POLICE CHIEF
ZACH FLORES**

JOB FAIR

p.m., in the Municipal Ballroom. He encouraged anyone needing a job to attend the Job Fair and talk with potential employers.

He said he recently met with the plant manager of Tyson Foods, and they are down 12 positions in their maintenance department. They have increased the hourly wage to \$12.00 per hour to help fill the positions.

Currently the local unemployment rate is 3.4% and that means that employers are desperate for people. He said there are a lot of jobs in the Sherman area that need to be filled.

SHERMAN PROJECTS

Council Member Couch listed various projects that are going on in Sherman including Sherman Crossroads, a new Library, a new Fire Station, a new shopping center, a new major thoroughfare, Travis Street Extension over Hwy 75, and new roads and bridges.

He said the City of Sherman is very aggressive in development of the infrastructure and the growth that has been seen in the last two years has been truly amazing. He felt these were wise investments to continue that growth.

He added that the \$25 million expansion of the Water Treatment Plant is the biggest asset in utilities that the City offers. It will actually pay for itself.

DR. MARTIN LUTHER KING, JR. BREAKFAST

Council Member Teamann said he attended the Dr. Martin Luther King, Jr. Breakfast this morning and it was a “fantastic event” and was great for the community.

JACQUELINE BANFIELD RETIREMENT

Council Member Teamann recognized Ms. Banfield on her retirement as Library Services Administrator and her 41 years of service with the City.

INFRASTRUCTURE DEVELOPMENT

Council Member Teamann said he was encouraged with the potential for road development in Sherman and the exciting things that are going on with the construction of infrastructure. He encouraged the staff to “look into” bike lanes to help make the citizens more active.

He was also glad to see that Fire Station #4 was on the list of projects for the future. He felt that was very important and should be moved to the top of the list.

JACQUELINE BANFIELD RETIREMENT

Mayor Plyler recognized Ms. Banfield and reiterated how much the City Council and staff appreciated her work over the years.

SHERMAN PROJECTS

DR. MARTIN LUTHER KING, JR. BREAKFAST

JACQUELINE BANFIELD RETIREMENT

INFRASTRUCTURE DEVELOPMENT

JACQUELINE BANFIELD RETIREMENT

ANNOUNCEMENTS

Mayor Plyler announced the following:

- Habitat for Humanity will hold their fundraiser in the Municipal Ballroom on January 21, 2017, at 6:30 p.m.
- Sherman Chamber of Commerce's Annual Awards Luncheon will be held on February 3, 2017, at Austin College.
- Parks and Recreation will host their Annual Father Daughter Dance on February 4, 2017, at 3:00 p.m. and 7:00 p.m.

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

SECTION 551.087 DELIBERATE REGARDING
ECONOMIC DEVELOPMENT
NEGOTIATIONS:
DELIBERATE REGARDING
COMMERCIAL OR FINANCIAL
INFORMATION THAT THE CITY
HAS RECEIVED FROM A
BUSINESS PROSPECT AND
DELIBERATE ANY OFFERS OR
INCENTIVES TO THE BUSINESS
PROSPECT

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 6:04 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:51 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

ANNOUNCEMENTS

EXECUTIVE SESSION

OPEN MEETING

COUNCIL MINUTES – JANUARY 16, 2017

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:51 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN HIGH LOFTS

A Low Income Housing Tax Credit application for support

A LIHTC REFRESHER

- Created by feds in 1986 to incentivize multifamily housing construction.
- Each state receives a block of tax credits based on population.
 - Texas: 27 million people x \$1.75 each $\approx$ \$48 million
- Tax credits are doled out each year by the Texas Department of Housing & Community Affairs (TDH).
- TDH ranks applications submitted by developers based, in part, on whether they have support from their prospective communities.
- Cities can decide to issue a letter of support, a letter stating no objections, or withhold support entirely.
- Sherman has received increased interest recently from LIHTC developers, necessitating the creation of an application process last year.

EXAMPLES



Villas of Sherman
Sherman, TX
124 Units
Approved 1997
\$758,332 LIHTC

EXAMPLES



Steeple Chase Farms
Sherman, TX
156 units
Approved 2010
\$1.996 million LIHTC

FORMER SHERMAN HIGH SCHOOL

- Built in 1916, started serving as high school in 1917
- 1.46 acres
- 63,600 square feet
- Transferred from Sherman ISD to Grayson County in 2011
- Grayson County approved conditional reverse transfer on January 3
- Terms reached for sale with SISD on January 9



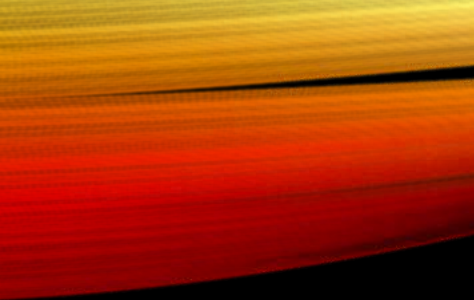
FORMER SHERMAN HIGH SCHOOL

SHERMAN HIGH LOFTS

- 69 units designated for elderly individuals with low incomes
- 46 1BR apartments with an income cap of 60% API (\$26,550)
 - Rent of \$450 per month (Cap is \$663)
- 12 1BR apartments with an income cap of 30% API (\$13,275)
 - Rent of \$270 per month (Cap is \$331)
- 9 2BR apartments with an income cap of 60% API (\$31,860)
 - Rent of \$600 per month (Cap is \$796)
- 2 2BR apartments with an income cap of 30% API (\$15,930)
 - Rent of \$325 per month (Cap is \$398)

SHERMAN HIGH LOFTS

- Amenities would include:
 - 5300-square-foot community room
 - Elevated, indoor exercise track and fitness area
 - Landscaped lawn with shade trees
 - Computer room
 - Secured parking
- As a for-profit entity, it would add property tax to the rolls
 - \$11.5 million project cost
 - Current assessment is \$248,675
- Area is currently zoned for multi-family housing



FIRST BAPTIST CHURCH

SECURED
PARKING

CROSSWALK

SECURED
PARKING

ST. MARY'S
SCHOOL

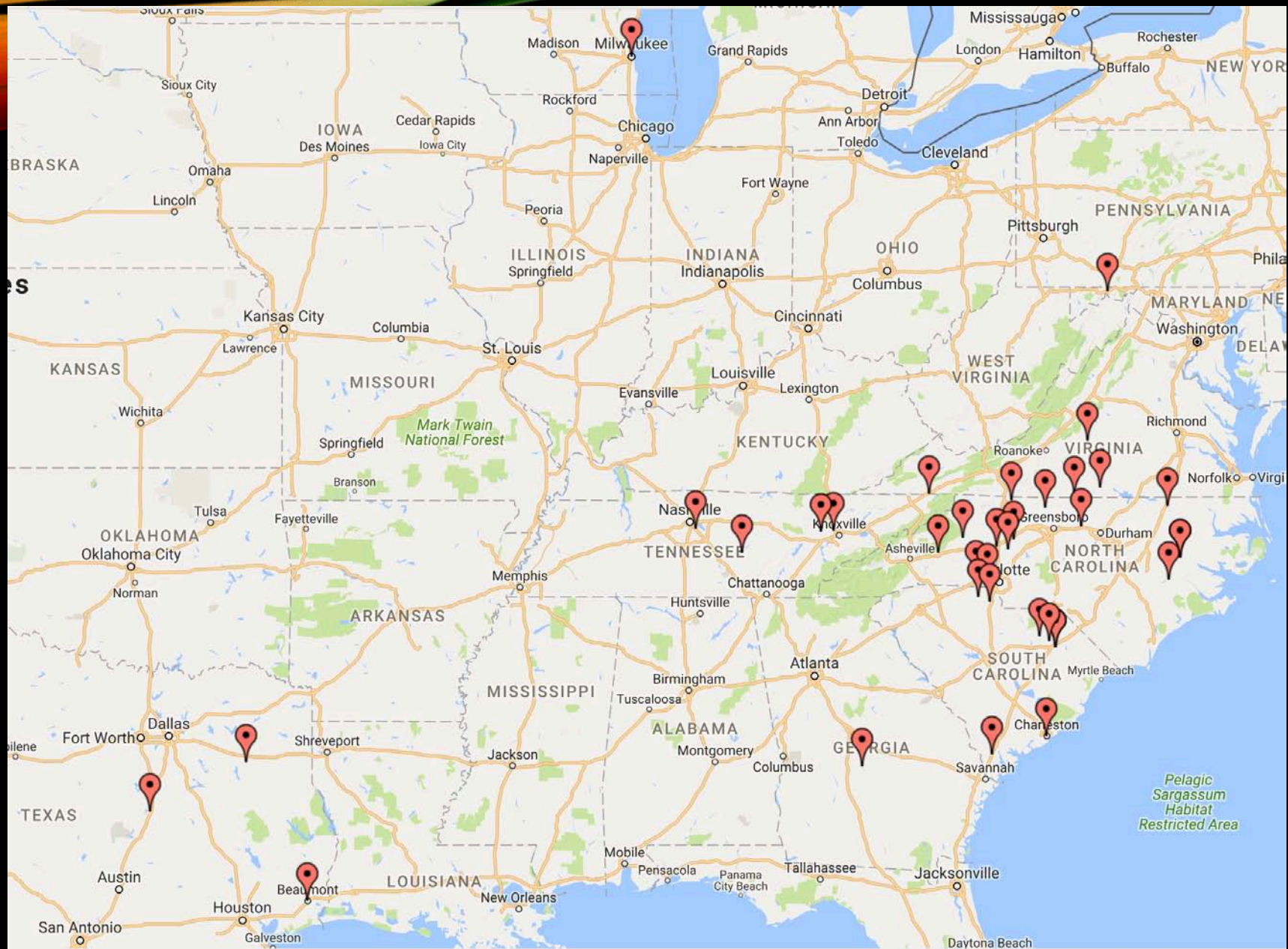
GRAYSON COUNTY

ST. MARY'S CATHOLIC PARISH



SARI & COMPANY

- Developed nearly 50 LIHTC projects since 2002 in 8 states
- Active LIHTC projects in Texarkana (Grim Hotel) and Shreveport (Petroleum Tower) – neither has started construction
- Projects are typically not controversial
- After completion, Sari manages each project through a subcontractor
- Cities that hosted past projects have positive things to say
- Political support ranges from middling to strong
- Sari has hired local architect David Baca to assist with the project's design
- Staff conducted site visits to two closest projects – Waco and Tyler



HISTORIC LOFTS OF WACO HIGH

- Built in 1910, abandoned in 1990
- 120,000 square feet
- Asbestos and lead-based paint scared off most developers
- Building was renovated in 2008 into 104 lofts
- \$9.2 million total cost
- Finalist for several design awards
- 1BR - \$564
- 2BR - \$673
- 3BR - \$768

HISTORIC LOFTS OF WACO HIGH

815 COLUMBUS AVENUE
254-753-1120

Managed by
Landmark Property Management Company
406 East 4th Street
Winston-Salem, NC 27101
TDD # (800) 735-2989
Landmark (336) 722-9871





















WACO
HIGH





MOORE GROCERY LOFTS

- Located in downtown Tyler
- Built in 1913
- 115,000 square feet in four buildings
- Building was renovated in 2008 into 88 lofts with two new additions
- \$11 million total cost
- Won statewide award for best adaptive reuse
- 1BR - \$263-557
- 2BR - \$315-649
- 3BR - \$729





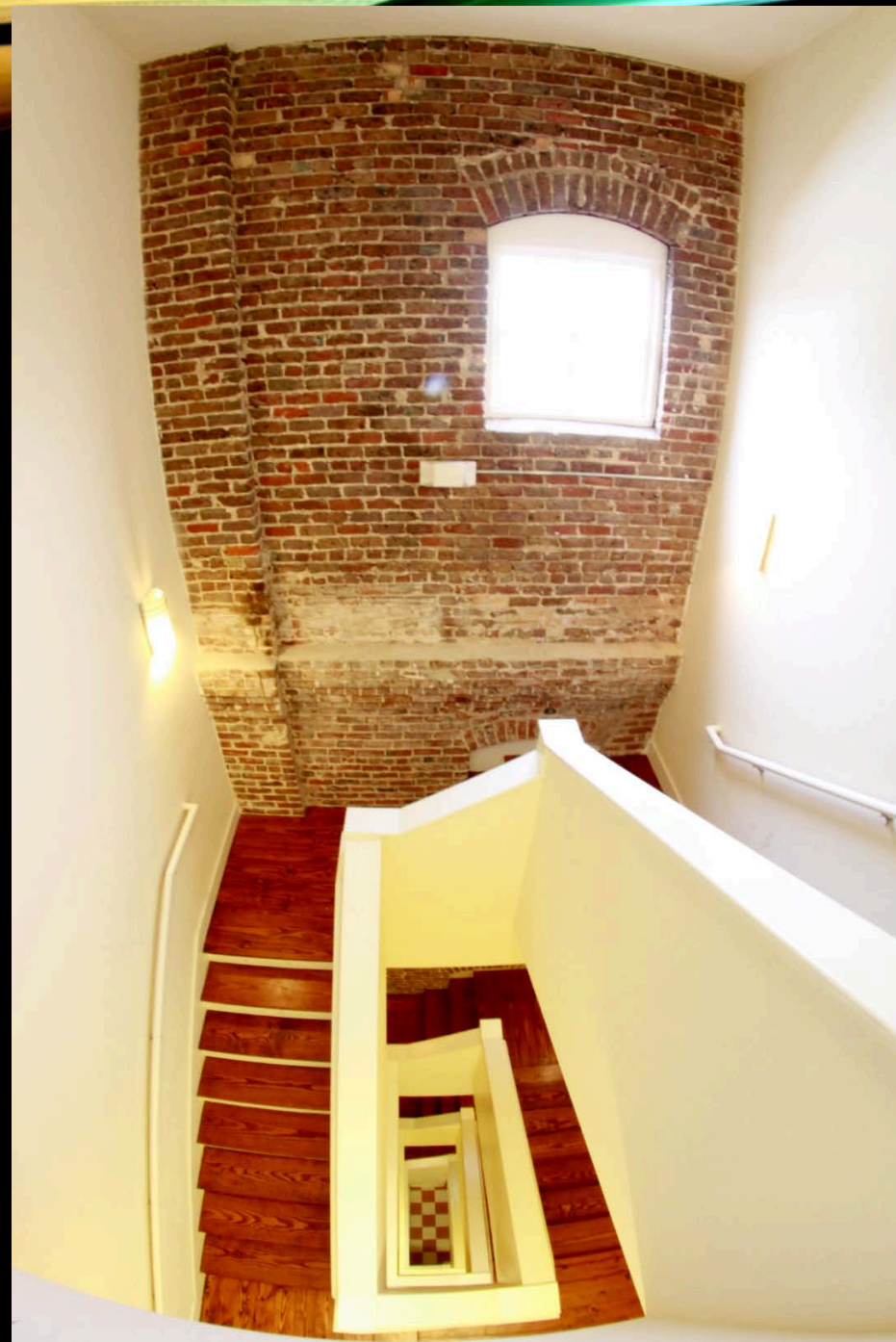




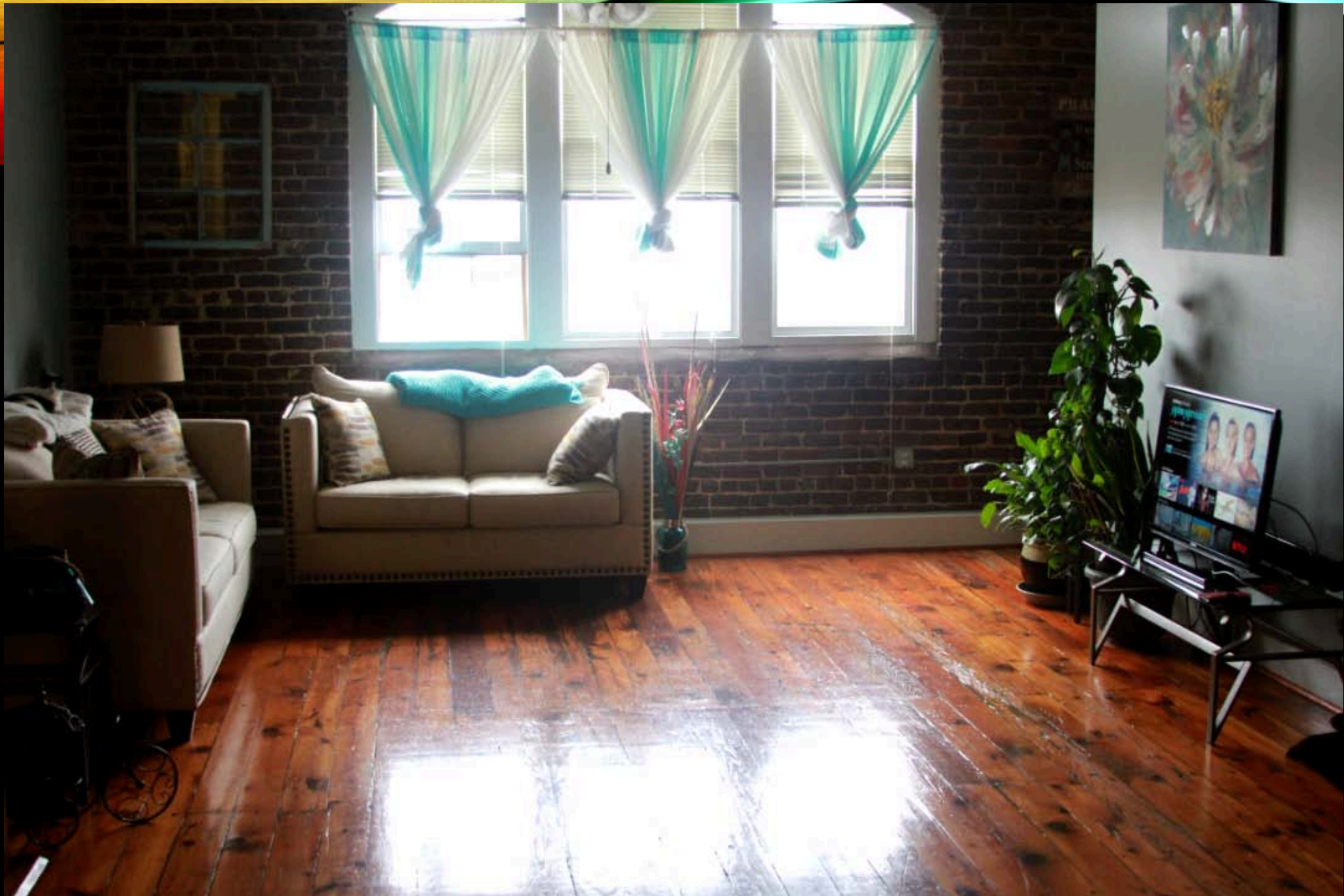












SHERMAN HIGH LOFTS

- If approved for support from the Council:
 - LIHTC Awards announced in August
 - Construction could begin in January of 2018
 - 1 year construction time
- In addition to a letter of support, the developer is requesting enrollment in the City's new fee waiver incentive program, as a scoring item
- Issuing a letter of support is only the very first step in the process.
- Although tax credits are claimed annually over 10 years, the investment compliance period continues until the end of the 15th year, and the project must remain affordable for at least 30 years.

IN CONCLUSION

- Mr. Sari has a long record of success rehabbing projects of this nature into useful civic assets
- His company has acted in good faith throughout the application process
- He is working with a respected local architect to design this adaptive reuse
- Both of the properties toured by staff exceeded expectations in terms of construction quality, cleanliness, historic preservation & on-site management
- The project meets the goals of Sherman's Comprehensive Master Plan and would provide a major upgrade to the surrounding area.
- City staff sees no reason not to lend support to Mr. Sari in his quest to see the Sherman High Lofts accepted by the state as a LIHTC project



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 02/06/2017

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Presentation from Austin College Associate Vice President for Institutional Advancement and Director of the Center for Community & Regional Development Cary Wacker on a JanTerm 2017 Project

Issue:

Ms. Wacker has requested this opportunity to present the City Council with Austin College's JanTerm 2017 Project, the evaluation of a new cultural district.

Background:

What is JanTerm? JanTerm is more than just another month at school for the students of Austin College—it's an adventure between traditional semesters where students immerse themselves into unique opportunities. JanTerm classes allow students to travel abroad, explore real-world careers, and stretch their talents in focused courses on campus. In 2017, JanTerm 'Roos studied all over the world, including England, Japan, Greece, Cambodia, Costa Rica, and Panama. And, many of our students were on campus using science to bust myths, learning the craft and chemistry of wine-making, studying the possibility of life beyond Earth, and researching city leadership in municipalities in Texas. <http://www.austincollege.edu/academics/janterm/>



Origination:

City Manager Robby Hefton

Financial Consideration:

There is no financial impact to receiving this presentation.

Staff Recommendation:

The Council need take no action on this agenda item - for informational purposes only.

Attachments

Arts & Sherman Presentation

Arts & Health

Arts & Marketing

Arts & Culture

Arts & Business

Arts & Education

Arts & Sherman

Arts & Technology

Arts & College

Arts & Innovation

Arts & Tourism

Arts & Health

Arts & Marketing

Arts & Culture

Arts & Business

Arts & Education

Arts & Technology

Arts & History

Arts & College

Arts & Innovation

Arts & Tourism

Arts & Health

Arts & Marketing

Arts & Culture

Arts & Culture

Arts & Business

Arts & Education



**Prepared by the Austin College CityLab: Leadership on Location class
Jan Term 2017, in cooperation with the City of Sherman**

Cover Photo: Gallery Wall at Sherman Independent School District Service Center

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Texas Commission on the Arts

All Interviewees

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Introduction

The City of Sherman recognizes the value of the Arts in the community for the further economic, social, and cultural development of the city. To that end, City officials engaged Austin College's *CityLab: Leadership on Location* January Term class to assist in developing a strategy that honors Sherman's cultural legacy while enhancing its future success.

The purpose of this collaborative effort was to:

- **Research best practices in arts advocacy, and**
- **Prepare a Letter of Intent to the Texas Commission on the Arts for a full application to the Texas Cultural Districts Program.**

These two steps will reflect and capitalize on Sherman's authenticity in performing arts and cultural diversity. Through interviews with numerous artistic and cultural leaders both in the Sherman community and across the state of Texas, the researchers discovered abundant community need, community support, and common goals for the enhancement of arts and culture in Sherman. Reference data was collected from the Cultural and Arts Districts of Denison, Dallas, Fort Worth, and Austin on the mechanisms and functioning of their cultural and arts districts and programming.

The examples shared in this report, *Arts & Sherman*, also will support the community goals of enhancing the atmosphere in the downtown Sherman area, as well as promoting tourism. Implementing these methods will also fulfill the general goals of expanding arts programs in Sherman and increasing the interactions between business and historically underrepresented groups with the arts.

Two important concepts helped shape the direction of the research, and are represented in the key recommendations. These two guiding principals are:

- **Cultural Equity**, which ensures quality art experiences are available to everyone, as well as funding for historically underfunded groups
- **Creative Placemaking**: a process in which public, private, not-for-profit, and community sectors partner to strategically shape the physical and social character of a town around arts and cultural activities.



Sherman's History

Dating back to its founding in 1846, the city of Sherman and its inhabitants established a dynamic community culture around the arts, education, and hospitality. Named after Texan military hero General Sidney Sherman, who coined the phrase "Remember the Alamo!," the city remains rooted in the foundational history of Texas itself. Soon after its establishment, the city became an agricultural – and eventually industrial – hub.

Sherman was also soon known as "The Athens of Texas." Among the many artistic assets in Sherman, the performing arts have played a defining role in the overall cultural identity of the city. The Sherman Opera House was a centerpiece of the late 19th and early 20th centuries. The Sherman Little Theater was established in 1925 and remains today as the third oldest community theater in Texas. Multiple performance venues provide space for the Sherman Symphony Orchestra, Sherman Community Players, Theatricks, Sherman Community Series, and numerous festivals.

Aligning with the artistic and intellectual qualities of Athens, Sherman was also a hub of higher education. Before 1900, there were four colleges in the city of Sherman: Kidd-Key College and Conservatory, Austin College, Mary Nash College, and Carr-Burdette College. Today, Sherman is still home to Austin College, the oldest college in Texas operating under its original character and one of the top 100 liberal arts colleges in the nation.

An array of cultural activities are offered through Austin College, and students from Austin College, Grayson College, and the public schools participate in many arts-related activities.



Postcards of old downtown Sherman depicting Kidd Key College and a bustling street corner.

In recent years, the arts and culture of Sherman have begun to reflect a more multifaceted city. While the traditional performing arts continue to undergird the culture of Sherman, the city's artistic character has been influenced by rapidly changing demographics. As reported by a Sherman city official, the Hispanic community is one of the leading ethnic demographics in terms of size, while the Asian – specifically Burmese – population is rapidly growing. More groups are finding a voice through expanding art styles, creating group-specific events, and celebrating cultural holidays as a community.

Efforts to enhance arts and culture in Sherman have been an ongoing process. Entities such as the Sherman Council for the Arts & Humanities served to distribute funds and promote arts activities and events. In 2009, the City of Sherman completed and adopted a new Comprehensive Master Plan which included a full chapter on the enhancement of downtown tourism, arts and humanities programs, and senior citizen services. In 2014, the City of Sherman, partnering with the Sherman Community Players, applied for federal funding through the Our Town program to create a formal Cultural District in the Central Business District. While funding was not received, the proposal took the City further down the path of supporting a comprehensive cultural program.

Through each of these efforts, community leaders have identified the city elements of success for sustaining the arts. The potential for Sherman to be a rich cultural, artistic, and attractive city is acknowledged by statewide officials, Austin College students, and community members alike.



Photo credit: Chris Jennings



Lively, community-minded events in modern downtown Sherman.

Key Recommendations

From interviews, on-site visits, and research, six key strategies are recommended for Sherman's future success as a destination for cultural tourism and for a lively community.

The first two strategies are foundational for the remaining strategies as well as additional findings presented in *Arts & Sherman*.

Each recommendation includes specific steps for implementation.

1. Establish a citizen Arts Commission, its structure, and function

2. Create a designated cultural district

3. Implement an objective, transparent grant program

4. Develop effective marketing and promotional strategies

5. Invest in additional downtown infrastructure

6. Develop a community arts space



1

Establish an Arts Commission

The cultural life of Sherman reflects the many different organizations and stakeholders of the city. Best practices from around the state indicate that to keep up with change and growth in this cultural tapestry, a **new form of arts advocacy alliance** would be helpful in establishing common goals and effective communication. This “Arts Commission” would be diverse and inclusive in its membership, bringing together passionate leaders, various artistic disciplines, and both existing and emerging arts-related groups. The commission would build community support and participation and forge a path for sustainability of the arts.

How the new Arts Commission should be structured is an important decision to set the stage for successfully implementing other key recommendations. Throughout the state of Texas, cultural/arts districts varied the structure of these arts alliances; however, no matter the Commission organization, the respective city leaders relied on the effectiveness of the organization to advance the mission of arts advocacy.

An arts advocacy alliance with a broad and inclusive mission is foundational to Sherman’s future success as a creative hub. Two distinct models are presented for consideration:

- (A) Division of City Government**
- (B) Independent Nonprofit Organization**



Sherman Symphony Orchestra performing in Kidd Key Auditorium.

Model (A): Division of City Government

For this report, the City of Dallas Office of Cultural Affairs was selected for study as a model of a **municipally-sponsored arts program**. In this model, the city could either (1) create a department dedicated to the administration and promotion of arts and cultural activity, or (2) dedicate resources of an existing department such as Tourism or Parks & Recreation. The city council would appoint a cultural or arts commission to serve in an advisory role, and a city staff member would serve as liaison to the commission.

Key aspects of the Dallas Office of Cultural Affairs include:

- It is a division of the City Manager's office and "fosters support, partnerships, and opportunities for Dallas citizens, visitors, artists, and arts and cultural organizations."
- The OCA is advised by an 18-member Cultural Affairs Commission appointed by the Dallas City Council.
- OCA directly operates seven of Dallas' 23 cultural facilities, referring to them as "cultural centers" (similar to Sherman's Kidd-Key complex). The additional facilities are managed through private/public partnerships with long-term management or operation agreements approved by City Council.
- OCA implements the Public Art Program for Dallas, along with the "Thriving Minds" educational initiative in partnership with Dallas Independent School District

In Sherman, a municipally sponsored arts program could be structured as follows:



Arts Commission in relation to the Sherman City Council as a division of the city government.

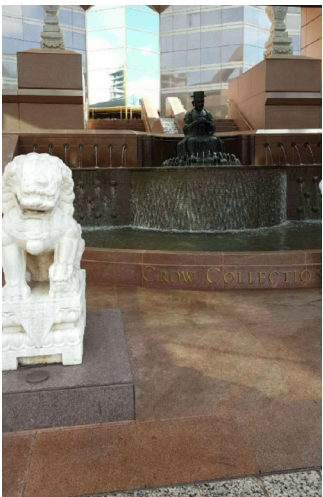
As illustrated in the preceding chart, a City of Sherman cultural arts program would have two foundational steps: Designating a city staff member to oversee Sherman’s cultural activity, and creating a new Council-appointed board to advise and assist the mission. Council representation from a broad base of the community would support increased cultural equity, and provide a strong volunteer group to move forward on specific needs identified by Sherman’s current cultural leaders.

Additional benefits from a City-managed model would be the ability to coordinate current investments in Downtown infrastructure improvements, the Main Street Program, and Tourism Dept. events already under the City’s umbrella. An appointed arts council also would serve as the advisory group for a Sherman Cultural District, another recommended step that is discussed in this report.

Finally, a municipal model brings some challenges. Within the City, budget factors may limit the program’s outreach. And while a city commission would offer transparency, it also may be more constrained by rules and regulations in comparison with an independent nonprofit model.

CITY-MANAGED MODEL

BENEFITS	CHALLENGES
• Leverages ongoing work in Downtown, Tourism, and Main Street Programs • Grant program oversight • Smoother communication around programming and planning • Advisory role in proposed Downtown Cultural District	• Competition within city budget for funding and resources • Constraints of municipal government processes • Maintaining citizen engagement



REAL WORLD EXAMPLE: DALLAS, TEXAS

The City of Dallas Office of Cultural Affairs provides direct oversight of the public arts program and operates several cultural centers. The OCA also works in concert with the nonprofit Dallas Arts District. As a board appointed by city government, the Cultural Affairs Commission reviews grant requests and encourages creative placemaking throughout the city. Dallas’s structure has been particularly successful in focusing on diversity and community need.

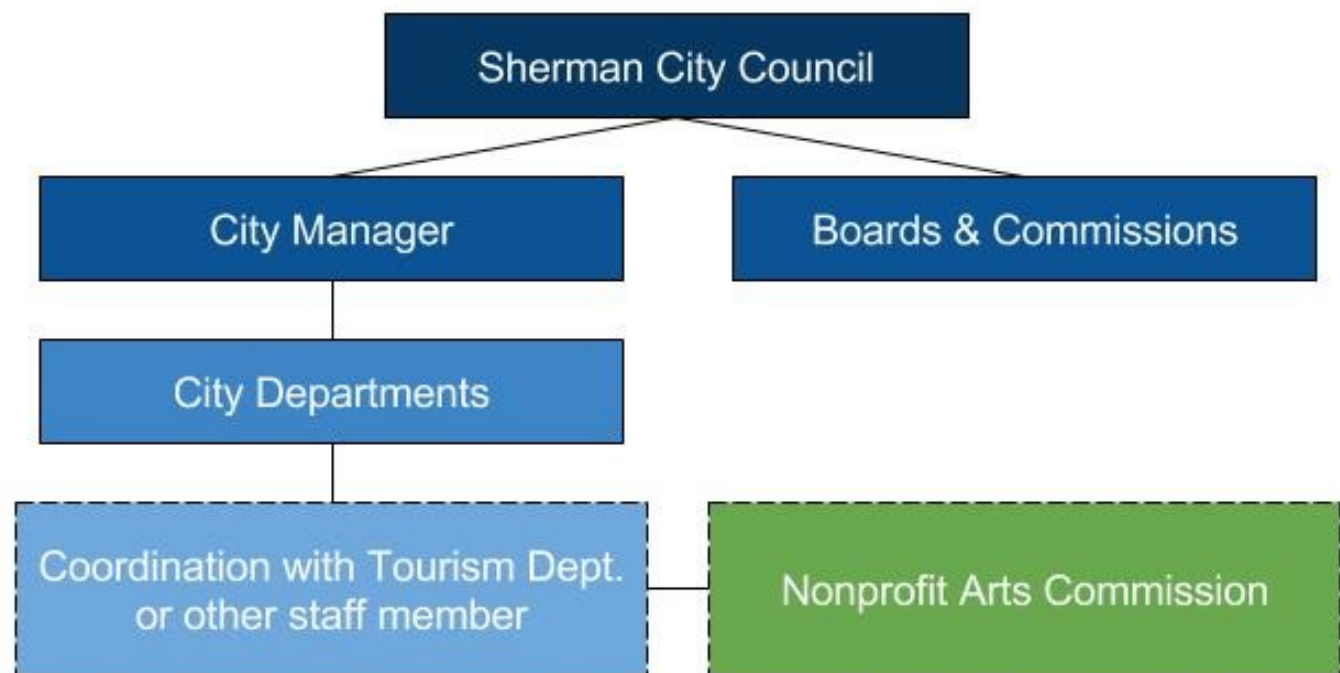
Model (B): Independent Nonprofit Organization

A nonprofit organization is another solution for structuring a community Arts Commission. This type of Commission, under a 501(c)(3) label, would follow the prescribed process to incorporate as a nonprofit, establish its own governance, and fulfill the needs of a community's arts activities. This report presents findings from the City of Fort Worth's nonprofit arts group, Arts Council of Fort Worth.

Key facts about this group include:

- Formed in 1963, it serves and responds to the needs of local artists, arts organizations, and residents through multiple channels.
- Arts Council programs address three main areas: administration of a competitive grants program; enhancing the visual environment through the Fort Worth Public Art program; and offering an affordable and accessible venue for artists, arts organizations, and the community as a whole through management of the Fort Worth Community Arts Center. All three of these areas are accomplished in cooperation with Fort Worth city government, through contractual arrangements. The arts council staff, as nonprofit employees, maintain the relationship and reporting to the City.
- Funding comes from a variety of sources, including gifts from local individuals, small businesses, corporations, foundations, the City of Fort Worth, Tarrant County and Texas Commission on the Arts.

For Sherman, an independent arts management program could establish a public-private partnership with its relationships structured as follows:



Arts Commission in relation to Sherman City Council as a nonprofit organization.

A nonprofit structure requires the group to actively seek sponsorships, donations, and grants. An independent group could, however, contract with the City of Sherman to administer a grant program funded through the Hotel Occupancy Tax.

The steps to set up this type of public-private partnership would entail:

- Forming a citizen group to organize and establish a mission of broad-based advocacy
- Incorporate with the State of Texas as a nonprofit 501(c)(3)
- Establish relationships with the City of Sherman to administer specific programs such as grant review, event management, and cultural district oversight
- Develop a work plan and build community relationships to respond to community needs.

Fort Worth’s arts district—the geographic area that is home to the city’s major museums, the Stockyards, and the City-owned Community Arts Center—is a strong example of a highly successful public-private partnership. The collaboration, however, has evolved over a long period of time and would not be easy to replicate.

PRIVATE NONPROFIT MODEL

BENEFITS

- More nimble structure due to independence from municipal processes
- More flexibility in pursuing funding options outside of City budget
- Strong recognition program for donors and funding partners

CHALLENGES

- Lengthy process to create 501(c)(3) corporation and implement work plan
- Sustainability of funding sources
- Limited communication with City staff and programs

REAL WORLD EXAMPLE: FORT WORTH, TEXAS

The Heart of Gold and the Celebration of the Arts are two signature, annual events as fundraising opportunities for the Fort Worth Arts Council, an independent nonprofit organization. The Heart of Gold Awards event is held to celebrate philanthropy and leadership in the arts, as well as to honor outstanding individuals and businesses known for promoting and enriching the community arts. The Celebration of the Arts event is hosted by the Fort Worth Arts Council. It is an “Art in Motion” attraction, providing interactive art experiences, food, drinks, and performances. Both events successfully attract new donors, thereby enhancing the sustainability and support of the Fort Worth Arts Council.



<http://www.artsfortworth.org/celebration-of-the-arts/>

A model for board representation

With the growing diversity of Sherman, representation from different cultural groups would prove most beneficial in achieving a more inclusive community. To represent the Arts Commission, **cultural champions** should be identified within the Sherman community. Cultural champions are those who exemplify passion for the arts and promote the uniqueness of Sherman within and outside of the Sherman community. Artistic, ethnic, racial, and age diversity in membership would broaden engagement and allow various audiences to collaborate.

The collaboration between Commission members should **focus on eliminating barriers** that keep other members from active participation. Cultural equity should be the vision of the new Arts Commission, as it is the foundation on which a strong community is created.



Suggestion for Sherman Arts Commission representatives. One to two people from each discipline would allow for an artistically, culturally, and professionally diverse group.

REAL WORLD EXAMPLE: SHERMAN'S HISPANIC HERITAGE

The Hispanic Heritage Council hosts a Valentine's Day dance annually, excluding 2016. The dance attendees come from not just the Hispanic community, but from a multitude of other cultures in Sherman as well. Two DJs play music in Spanish and English, and all cultures in attendance dance to whatever song is being played. The goal of merging the diverse audience of Sherman is reached, in this case through music. Community members have the opportunity to learn about different cultures and appreciate their differences. An inclusive Sherman Arts Commission can facilitate appreciation for the uniqueness of other cultures, including food, music, art, customs, heritage, and literature.



2 Create a Designated Cultural District

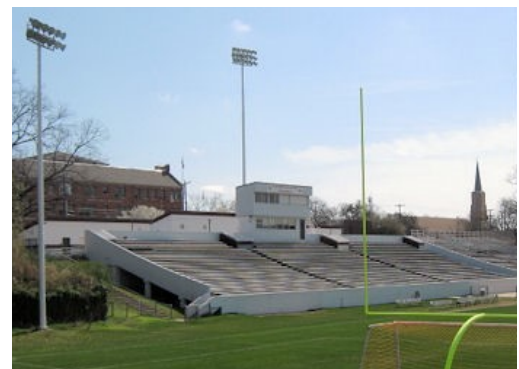
In the past two decades, significant energy and resources have gone into Sherman's city center. Sherman was a Texas Main Street City from 1993-1998, and in 2001, the City restored the historic Kidd-Key Auditorium and Ballroom as a performing arts and civic center. Then, in 2009, the City of Sherman adopted a new Comprehensive Master Plan that highlighted broad-based, passionate community support for downtown improvements including walkability and cultural tourism. New interest in a downtown "district" emerged as the nexus for the historical and cultural assets that defined both the heritage and future of the city.

This has inspired the vision to establish a formal Sherman Cultural District to connect important Downtown landmarks. The District will capitalize on city infrastructure upgrades and pedestrian improvements from TxDOT in the blocks around the Courthouse Square, and complement the current Sherman Main Street program.

Creation of the new district would provide the geographic and programmatic framework to coordinate creative placemaking in Sherman. Furthermore, the City of Sherman should take the additional step of submitting an application to the Texas Cultural Districts Program. Administered by the Texas Commission on the Arts, this program defines Cultural Districts as "special zones that harness the power of cultural resources to stimulate economic development and community revitalization." With Sherman's many historic and artistic assets, the new state recognition would enhance cultural tourism and boost local business and motel traffic.

The *Arts & Sherman* team has researched the application process and prepared a letter of intent to the Texas Cultural Districts Program. Next steps for the City are:

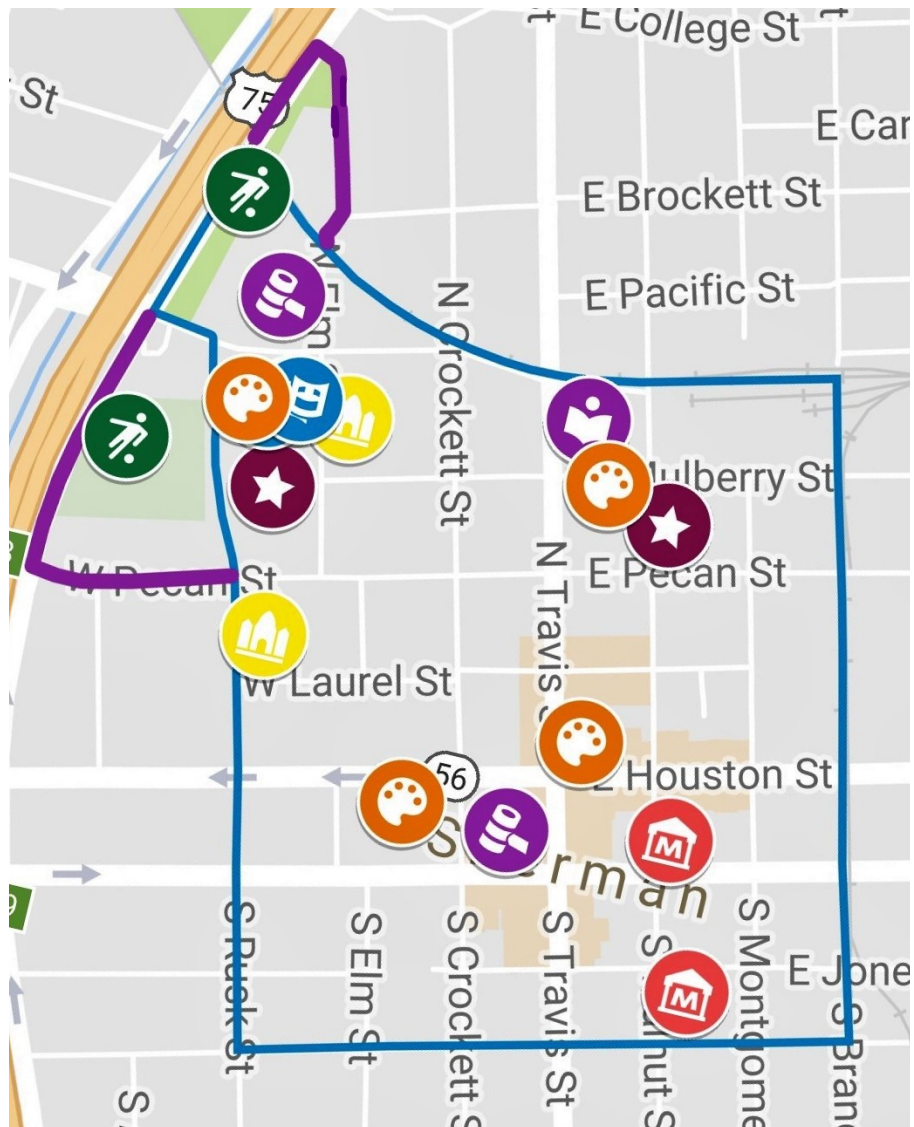
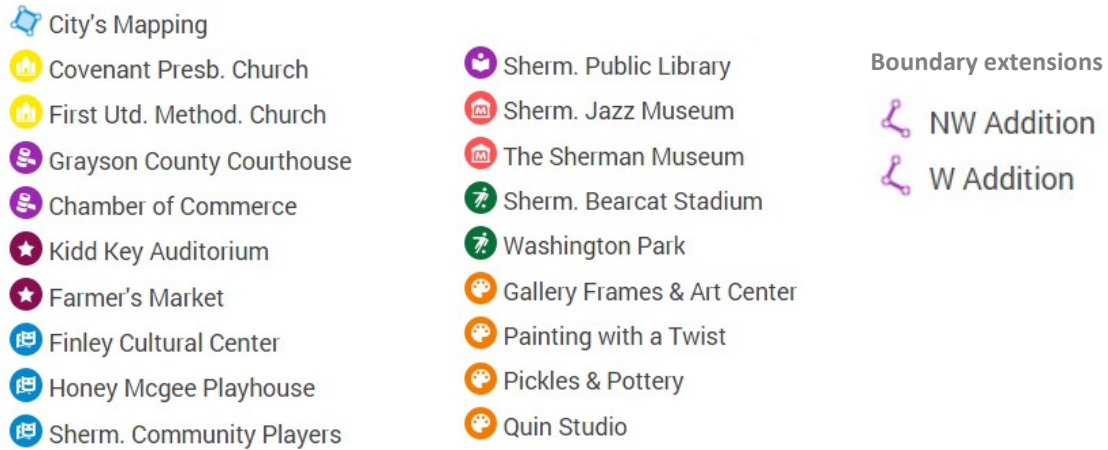
- **Define clear boundaries for the Sherman Cultural District and adopt the local designation**
- **Follow the community engagement process outlined on the [Texas Commission on the Arts website](http://www.texascommissiononthearts.org/) to help prepare the application**
- **Submit the full application to the state by June 15, 2017**



<http://www.texasbob.com/stadium/stadium.php?id=370>

From left to right: Kidd Key Park, Kidd Key Auditorium, and Bearcat Stadium

Boundaries for the cultural district should be walkable and contribute to the synergy of the geographic area by including historic sites, performance and artistic venues, arts-based businesses, and community gathering places. The proposed district would primarily overlay the Central Business District boundaries, with suggested extensions to encompass Bearcat Stadium and the vacant property below and to the north of the former Sherman Youth Center building.



3 Implement an objective, transparent grant-making program

Funding from cities, sponsors, and corporations is often limited for Arts Commissions and partner organizations. Many cities have designed grant programs to allocate funds for events and groups that promote their community as a cultural destination. The grant programs methodically and numerically allocate funding to applicants, providing a mechanism to distribute grant monies in a fair manner.

As Sherman's cultural vitality increases, more competition in the application process is expected as new events and organizations arise. Clear regulations need to be established in order to make fair, unbiased decisions to distribute Hotel Occupancy Tax funds that the City budgets for tourist promotion, as well other funds as available.

Recommendations derived from the research and the Texas Commission on the Arts on grant programs yielded several successful grantmaking strategies. These include:

- A **scoring system should be implemented** to create a structured way of generating funding decisions. Based on the numerical score, the funding would be allocated to applicants with the highest values. There would be a minimum score in order to receive full funding.
- **Artistic quality, organizational capability, and community impact** are three recurring themes commonly used as criteria used for evaluating grant applications
- Once grants are awarded, **accountability measures** are part of the grant contract (tracking progress and requiring reporting).
- Grants should have a **set time period for completion**. A policy should be established on whether extensions to the grant period should be allowed.

The following page is an example of a common arts and cultural grant scoring system. Scoring systems can include explanations for score ratings.

REAL WORLD EXAMPLE: FORT WORTH, TEXAS

Fort Worth has been able to distribute grants fairly and equally using a structured grant program. Each application is evaluated in-depth to assure the grant money is spent in the best and most appropriate way. Over the course of three months, select panelists review an average of twenty applications. Grants are scored based on artistic quality (50%), capability (25%), and impact (25%).



<https://www.artsfortworth.org/>

Sample scoring criteria for arts grant program

ARTISTIC EXCELLENCE: <i>Evidence that the organization is providing programs and services of high artistic merit for Nebraskans</i>			
30 points	Excellent: 30-25 points	Average: 24-18 points	Weak: 17-0 points
Programs & Services	DETAILED DESCRIPTION is provided of the organization's programs and services	BASIC DESCRIPTION of programs and services, but the specifics are not clearly articulated	HARD TO GRASP, and few specific details are provided
Mission	CLEAR EXPLANATION of how the programs and services fulfill the organization's mission	GENERAL STATEMENT on how the programs and services fulfill the organization's mission, but lacks clarity	LACKS AN EXPLANATION of how the programs and services fulfill the organization's mission
Artistic Merit	CLEARLY EVIDENT and WELL ARTICULATED artistic value and significance to the community	IMPLIED but NOT SPECIFIC evidence of value and significance to the community	HARD TO DETERMINE or NO evidence of value and significance to the community
ORGANIZATIONAL CAPACITY: <i>Evidence that the organization will successfully carry out its programming</i>			
40 points	Excellent: 40-35 points	Average: 34-28 points	Weak: 27-0 points
Development	ACCURATE & REALISTIC BUDGET; development plans indicate good fiscal health with a variety of revenue sources	BASIC, ITEMIZED BUDGET info; plans leave questions about the financial strength of the organization	CONFUSING and UNREALISTIC BUDGET; development plans leave doubts about the fiscal health of the organization
Program Evaluation	EFFECTIVE EVALUATION TECHNIQUES that are an ongoing part of the planning process	OUTLINED EVALUATION EFFORTS, but leaves questions as to how the information is to be used	FAILS TO ADDRESS how the organization will evaluate it programming
Strategic Planning	THOROUGH PLANNING indicated, including a relevant and timely strategic plan	VAGUE statements about process and does not address future needs of the organization	ABSENT or CONTRADICTIONARY strategic planning to organization's stated mission
COMMUNITY OUTREACH & IMPACT: <i>Evidence that the organization is committed to serving the community</i>			
30 points	Excellent: 30-25 points	Average: 24-18 points	Weak: 17-0 points
Community Partnerships	CLEARLY IDENTIFIES community collaborators and explains how they are working together	DESCRIBES partnerships in the application, but lacks specifics about cooperative projects	LITTLE OR NO EVIDENCE of collaborations with other community organizations
Outreach/ Education	PRO-ACTIVE PLAN for audience development, including education and outreach programs that go into the community	BASIC or PASSIVE outreach and/or education that serve those who come to the organization	DOES NOT ADDRESS audience outreach and/or education, or makes vague and empty statements
Audience Engagement	PRO-ACTIVE PLAN for attracting new audiences and involving underserved audiences*	OPEN to, but not engaging, underserved populations	DOES NOT ADDRESS service to underserved populations, or makes vague and empty statements
Advocacy	DEFINED COMMITMENT and PLAN to educate state and local policy makers about the importance of the organization's work and the need for public support for the arts	ADDRESSES the need to advocate for the arts, but provides LITTLE ACTUAL PLANNING for events or specific efforts	DOES NOT INCLUDE plans to promote the arts

*Those populations whose opportunities to experience the arts may be limited by geography, ethnicity, economics, or disability.

4 Develop Coordinated Marketing and Promotion Strategies

Sherman is an increasingly diverse community amidst steady growth. Through interviewing regional artisans, local business owners, Dallas city officials, Fort Worth Arts Commission staff members, and state government administrators, a number of best practices were identified. When arts and cultural organizations work in tandem with local businesses and city officials, they attract a larger audience than by themselves. Communication between these organizations in Sherman is a key component to successfully implementing a broad and continuous marketing strategy. A strong, unified marketing plan would not only bring in business from the local community, but also help increase tourism. As Sherman looks to the future, it has the foundation to become a unique destination for people across the Texas area and beyond, and continued improvements in its marketing strategy will contribute to a stronger regional culture.

BEST PRACTICES IN COMMUNICATION AND COLLABORATION

- **Social Media mix.** Social media is the key to gaining a new and younger set of patrons for events. With boosting, local organizations purchase advertisements across various social media platforms, which then show up in the feeds of their targeted audiences. Boosts can be inexpensive and help to reach younger audiences who might not use printed forms of media. Facebook pages reach a broader audience than Twitter, Snapchat, and Instagram. **Spotlight:** Sherman Community Players, Downtown Sherman NOW and City of Sherman use these strategies.
- **Community Events Calendar.** An overwhelming request from interviewees in the city of Sherman was for a comprehensive community events calendar. **Spotlight:** The Dallas Office of Cultural Affairs manages a robust [calendar of events](#).
- **Cross-promotion.** Communication and collaboration between organizations increases the economic and cultural success of events. **Spotlight:** The marketing managers for each of the museums in the Fort Worth Arts District meet regularly to plan effective promotions. One of their events is “A Day in the District” in which all museums waive their entry fee and local food trucks park nearby.
- **Extended, themed events.** Artistic themes can be shared and interpreted by various cultural organizations and community art spaces. **Spotlight:** A Russian art show was opened in Odessa...after the paintings were smuggled out of the Soviet Union. Other local cultural groups, like the symphony and small theaters, also produced Russian works extending over a 9-month period, thus attracting visitors from across artistic, cultural, and geographic boundaries.
- **Grassroots Marketing.** Grassroots marketing techniques allow for face-to-face communication in which potential attendees become more likely to engage in the community. **Spotlight:** Face-to-face flyer handouts are one example of how the local

Sherman Community Players group established a successful relationship with the Texoma community. An interaction with a human, rather than a screen or a piece of paper, allows the viewer to form a connection that increases the likelihood of event attendance.

- **Organize Tours.** Many cities organize walking and cultural tours of their cultural/arts districts, providing a glimpse into the history of the region for visitors, and an opportunity for residents to experience their city in a new way. **Spotlight:** The nonprofit Dallas Arts District sponsors twice-monthly walking tours to highlight the area's architecture.
- **Play up History.** In order to understand Sherman's current cultural identity, there is value in looking at its past—because that provides authenticity. Sherman was the jewel of Texoma, fusing education, arts, and music into a cultural melting pot, and many traditions continue their influence. **Spotlight:** Sherman's own Hot Summer Nights, held on Thursday nights, was inspired by the legacy of community concerts from the mid-20th-century Sherman Community Band.
- **Develop business connections.** Recognizing value in the arts helps stimulate growth throughout the Sherman area. Arts and culture activity create an atmosphere in which people want to live, work, and shop. **Spotlight:** The Sherman Chamber's Boots & Band series pairs live music with a business host. Cultivating business partners also leads to underwriting for events.
- **Reach outside of North Texas.** Marketing leaders in the community should begin research into the best ways to advertise in areas outside of the Grayson County and DFW media markets. **Spotlight:** The staff at the Texas Commission on the Arts advised that Oklahoma, specifically Oklahoma City, is a reasonable driving distance from Sherman to attract weekend visitors. Successful marketing could bring new visitors and new dollars.
- **Utilize volunteers.** Creating a stable volunteer pool is challenging but vital to sustaining arts and cultural activity. **Spotlight:** The nonprofit group [Americans for the Arts](#) and its associated program, [Business Volunteers for the Arts \(BVA\)](#) provide advice on connecting corporations with arts volunteering positions.
- **Use student power.** Since colleges are considered to be cultural anchors, numerous cities have enlisted the volunteer services and event planning skills of local college students. The volunteer and artistic links between the city of Sherman and Austin College—along with ties to Grayson College and the Sherman ISD—can be strengthened.

REAL WORLD EXAMPLE: DENISON, TEXAS

The Denison Arts Council puts together a brochure with a list of the year's events, including their time and location, that is distributed throughout the city. Denison has found great successes in public awareness to build attendance at community events and activities. The brochure additionally serves as a reference to other community entities when planning events, as it helps to avoid scheduling conflicts. By including events and activities occurring throughout the year, Denison's brochure allows ample time for the public to schedule the events into their calendar. Overall, this strategy has made a big difference in increasing community involvement in the arts and culture of Denison.



5

Invest in additional downtown infrastructure

In interviews with Sherman leaders, the concepts of walkability, pedestrian safety, and landscaping were common themes involving community engagement downtown. It is important that a cultural or arts district is pedestrian-friendly, as foot travel creates a more personal experience with the surrounding environment. Allowing pedestrians to interact with both the built and natural environment would boost overall District activity and would likely encourage tourists and community members alike to return. The Sherman Cultural District must find a way to make it easy, safe, and desirable for people to explore the area.

The City of Sherman has renovated some downtown sidewalks throughout the proposed Cultural District; however, other sidewalks remain uneven and narrow. Additionally, redesigned signage or pedestrian-friendly wayfinding methods would enhance the downtown atmosphere while facilitating pedestrian traffic and strengthening the Sherman Cultural District brand. The current signs in the proposed District can be difficult to read due to a lack of uniformity in placement, style, and color. Similarly, wayfinding for drivers and pedestrians should be enlarged and placed in readable locations.

Green and flowering landscapes were highly recommended as key factors in the attraction of community members and tourists downtown. Despite the space limitations for landscaping in the Central Business District, these elements are always top-of-mind when people describe the ideal downtown environment. When placed near the street, trees also provide a natural buffer between pedestrians and traffic. Maintaining this extra layer of pedestrian safety through landscaping is an ideal solution to both the beautification and management of multi-modal traffic.

Lighting and lighted window displays are helpful in providing a sense of activity and safety. Assessing “dark” areas along streets could identify critical needs for street and building lights, and spark interesting window displays that engage pedestrians.

Most-requested streetscape features:

- Continued sidewalk improvements
- New, coordinated signage
- More ways to incorporate greenscape
- Window displays that convey “activity”



Jim Gillette, 2007

REAL WORLD EXAMPLE: SAN ANTONIO, TEXAS

Famous for its Riverwalk, the King William Cultural Arts District in San Antonio takes advantage of the natural greenery throughout downtown. San Antonio planned walking trails, bike trails, and kayaking routes around the Riverwalk, making the District a cultural and active landscaping work of art.

Proven Streetscape Strategy: Create a Public Art Program

Public art is a simple and interesting way to incorporate the arts into the downtown environment while allowing all community members and tourists access to art. Accessibility of art was an overarching theme throughout the interview process. Admission fees and transportation between arts locations can pose significant problems for some community members. Finding a way to accommodate those who may not otherwise be able to access the arts is crucial in creating a welcoming Cultural District. Denison, for example, placed permanent music sculptures at several points throughout their Cultural Arts District that doubled as interactive musical instruments.

Public art programs typically are overseen by a panel of artists, citizens, and officials. Art can be created:

- Through citizen activity
- As a commission for a specific location
- In many mediums: murals, sculptures, photography displays, banners, landscapes, stained glass, architectural elements, lighting, interactive musical features, and more

Similarly, Dallas embraced the feature of interactive public art with the famous “BIG” logo. Visitors can stand in as the “I” to take their picture with the sculpture. Both Denison and Dallas are clear examples of cities that capture authentic culture and share it through accessible public art.

REAL WORLD EXAMPLE: DALLAS, TEXAS

The Highland Hills Library in southeast Dallas features public art on an eighteen-foot glass window by artist Letitia Huckaby. The piece emphasizes the community environment, as it displays the silhouettes of Dallas residents interacting with their community. It was unveiled with the opening of the new library on October 18, 2014. The window consists of yellow, green, blue, and red glass panels fused with silhouettes and placed in the entrance of the library, providing a welcoming atmosphere. The piece is titled *Index* because it references an artistic link to the community of Dallas, and it will be displayed for generations to come. *Index* provides a great example of fostering art that has meaning and representation for a community.

Similarly, the “BIG” sculpture can be found in multiple locations across the Cultural Arts District. The interactive pieces of public art are picture hotspots, generating incredible amounts of free marketing on social media platforms.



<https://content.govdelivery.com/accounts/TXDALLAS/bulletins/d31408>



<https://www.loc.gov/item/2015631222/>

6 Develop Community Arts Space

The Texoma region has been home to well-established arts and cultural associations for a long time, but Sherman must find a way to balance the needs of the established organizations with the needs of emerging organizations. One challenge facing these newer groups — and even some older ones — is meeting the demand for exhibition and educational space. A community arts space would grant these organizations a place to share their talents, while drawing in visitors and residents to experience the arts in Sherman. A community arts space could host new arts education programming, become a backdrop for cultural events, and ensure that the Sherman area would continue as an artistic and cultural destination.

During the research travel time, one major asset found in almost every successful Cultural District was community space dedicated to nurturing the “creative economy.” Purposeful community spaces help highlight local arts, supply a quality cultural experience to all community members, and anchor local redevelopment.

Of the interviewed cities, two main concepts for community arts spaces were expressed. Small community spaces dispersed throughout a city allow for specialization in each neighborhood, ensuring that the art being produced will resonate with target communities. The city of Dallas follows the neighborhood community arts spaces structure, while also operating larger central venues at The Majestic Theater and Dallas City Performance Hall, both in downtown. The “local” community arts spaces empower artists to craft unique opportunities for every cultural and artistic taste; these embrace diverse cultures and promote the work of historically underrepresented organizations. The small but plentiful community arts spaces are covert powerhouses that also support education offerings like Girls Rock Dallas. This is a week-long summer program wherein local girls learn about the music industry and ultimately perform for the Dallas community.

Sherman must find a way to balance the needs of established organizations with the needs of emerging organizations.



REAL WORLD EXAMPLE: GHOST TOWN ARTS COLLECTIVE

In January 2017, the nonprofit artists’ group Ghost Town Arts Collective celebrated its 10th anniversary with a pop-up art show in Sherman. This was the group’s first time to exhibit in Sherman, although the collective was founded by faculty and alumni of Austin College. In the past decade, no space has been made available for this type of activity. For this show, however, a local property owner offered a vacant building for the reception and show, which also featured live music. The venue was packed with art enthusiasts throughout the 3-hour event.

Alternatively, having a single community arts space enables a city to invest in its arts through centralized maintenance, operation, and scheduling. Fort Worth has one central community arts venue that houses nine gallery spaces, a black box theater, a proscenium theater, and several classrooms, as well as offices for the Arts Commission of Fort Worth.

Gallery spaces are dedicated to both amateur and professional use. Two galleries are operated as juried spaces where a panel selects local artists for the opportunity to exhibit their work; the other galleries are rented out at a reasonable price to local and beginning craftsmen and artists. The galleries and other spaces also are available for rent for birthday parties, wedding receptions, and even baby showers. Renting the community arts spaces adds another source of income for the Arts Commission of Fort Worth.

Community arts/cultural centers scattered throughout a city can nurture pockets of creativity; a centralized facility provides critical mass for the arts. Both models can be successful and both may be needed to meet the diverse needs of a creative community.

The proscenium theater is available to theatrical organizations, allowing access to a performance spot without the cost of year-round maintenance. It also houses the productions of an after-school program for Fort Worth Independent School District students. The black box theater was designed for less intricate productions, ones that involve smaller audiences and feel more intimate. The setup sculpts the Fort Worth Community Arts Center into a strong, practical arts force in the Cultural Arts District.

REAL WORLD EXAMPLE: FORT WORTH, TEXAS

In 2002, the city of Fort Worth granted permission to its Arts Council to lease and manage the Fort Worth Community Art Center. It features two theaters, nine galleries for exhibition, five classroom and rehearsal spaces, and eight offices with P.O. boxes for the resident arts organizations. The spaces are rented out for events, and the classroom spaces are used for after-school activities in a strong arts education program. In order to support and encourage artists, the Arts Council of Fort Worth will take a 25% commission on all art sold in the Community Art Center, leaving 75% to the artists. Having a community arts space has successfully brought exhibitions, classes, and unique artistic expression to the Fort Worth community.



<http://www.eventective.com>



http://www.fwcac.com/?rentals/scott_theatre



<http://www.ellenvantreuren.com/the-winter-show-2015/>

Additional Findings

A properly designed arts and cultural district should cater to pedestrians, promote local pride, and further cultural equity. Interviews with city officials and local arts leaders from many Cultural Arts Districts revealed additional factors that are important when promoting a welcoming, engaging, and diverse Cultural Arts District. These insights are shared here.

City-Specific Marketing Recommendations

Interviewing financial authorities and relations specialists in Sherman, Denison, Dallas, Fort Worth, and Austin revealed an array of best practices that effective State Cultural Arts Districts — those that make all residents and visitors feel wanted and appreciated, boast efficient communications between organizations, and interact frequently and meaningfully with their populations — utilize. Representatives from all locations strongly encouraged Sherman's proposed Arts Commission to construct a reliable community events calendar and foster cross-promotion.

Two Sherman officials presented valuable insights. Nate Strauch, Community Services Manager for the city of Sherman, suggested that the Arts Commission give specific members separate marketing duties. For example, one member could function as a liaison for reporters, sending and receiving emails and text messages. Another could handle social media aspects by frequently posting to the Arts Commission's newly created Facebook,



Southbound view of Travis Street (L) and an outdoor mural advertising a local business in downtown Sherman (R).

Twitter, and Instagram accounts. Collectively, the Arts Commission could pursue the following advertising prioritization: anything sponsored by the city, such as tourism, taking precedence; then local nonprofits, like Habitat for Humanity, receiving its promotional efforts; and, lastly, unique or unusual opportunities—one-time offerings, special or little-known occurrences—getting coverage. A straightforward, prioritized marketing program and a creative viewpoint will secure the Arts Commission’s advertising success.

Karen Tooley, Executive Director of Downtown Sherman NOW, is focused on generating event awareness and increasing attendance. Tooley suggested that in-kind sponsors — groups that contribute money to the Arts Commission — could earn the Arts Commission’s backing through supportive measures, such as prominently displaying their logos. In terms of social media use, Tooley added that the Arts Commission should repost resident worthwhile content from local arts and cultural organizations, as well as implementing boosting techniques.

Facebook allows account owners to create pages promoting certain events, something that the Arts Commission could utilize so interested social media users could easily access that information and share it with friends. Similarly, the Arts Commission could host periodic Facebook giveaways to stimulate business for its artists and cultural organizations, especially those struggling to gain recognition. A rollout celebration after Sherman becomes a Cultural Arts District wherein musicians, dancers, face painters, and restaurant operators would showcase just how many groups would be supported by the new District. During community gatherings, the Arts Commission could ensure its marketing strategies stay current by asking attendants from varying socioeconomic backgrounds how they heard about the event

REAL WORLD EXAMPLE: HOUSTON, TEXAS

The nonprofit Houston Arts Alliance Board members and Advisory Board proudly represent the city’s diverse population. Both sets of Board members maintain strong ties with their ethnic, artistic, and cultural communities as they serve in the all-volunteer positions. Each Board member can serve up to two three-year terms, keeping representation fresh and progressive. The diversity exemplified by the Houston Arts Alliance has helped to create a welcoming Cultural Arts District environment for all ethnicities, artistic tastes, and cultural backgrounds.



and why they decided to attend. Sponsorship, Facebook tactics, festivity, and community evaluations would strengthen the Arts Commission’s publicizing approach.

Touring the existing art galleries in Denison exposed a wealth of promotional strategies. Some of the galleries depended solely on Facebook to spread the word about downtown events and volunteer opportunities. To encourage emerging artists to enter in a gallery competition, the galleries charge them lower rates. To draw customers back in, the galleries email them upon the arrival of new collections. To lure in passersby, the galleries decorated the windows of vacant buildings — when legally permitted — with artistic and promotional designs. In terms of enhancing attendance rates, David Fisher of the Dallas Office of Cultural Affairs highlighted affordability and accessibility as the main staples of a successful art experience. Sherman’s Arts Commission should realize cultural equity by making quality art experiences available to everyone. Fisher recommended that Sherman’s Arts Commission put visual presentations in frequented locations as an integration technique. Furthermore, the Arts Commission could score community buy-in by taking project ideas and input from people of various demographic groups, and maximizing local corporate philanthropy.

Together, Karen Wiley, the President of the Arts Commission of Fort Worth, and Rebecca Rodriguez, the Marketing Director for the Fort Worth Museum of Science and History, highlighted the marketing effectiveness of an Arts Commission operating as a non-profit organization. Wiley recommended that, within the district’s boundaries, institutions ought to deliver complementary, non-competing displays. Museums and galleries, thus, should seek to diversify and avoid overlap. The Arts Commission should consider establishing a neighborhood arts program to spread artistic opportunity throughout the community. Having a donor luncheon honoring noteworthy financial supporters would also be an effective promotion tool. Community art dedications, openings at community art spaces where artists can exhibit their work, and a gallery night once or twice a year empowering shoppers to converse with the artists would accomplish the same objective.

REAL WORLD EXAMPLE: FORT WORTH, TEXAS

The Heart of Gold and the Celebration of the Arts are two signature, annual events as fundraising opportunities for the Fort Worth Arts Council, an independent nonprofit organization. The Heart of Gold Awards event is held to celebrate philanthropy and leadership in the arts, as well as to honor outstanding individuals and businesses known for promoting and enriching the community arts. The Celebration of the Arts event is hosted by the Fort Worth Arts Council. It is an “Art in Motion” attraction, providing interactive art experiences, food, drinks, and performances. Both events successfully attract new donors, thereby enhancing the sustainability and support of the Fort Worth Arts Council.



<http://www.artsforthworth.org/celebration-of-the-arts/>

According to Jim Bob McMillan, Deputy Director of the Texas Commission on the Arts, the Sherman Arts Commission could create a lively and connective website, schedule events lasting over short- and long-term periods, expand planning elements to accommodate disabilities. The Internet, a versatile calendar, and a welcoming environment would establish the Arts Commission as a marketing powerhouse.



Function of an Arts Commission in the proposed Cultural Arts District marketing strategies.

Interviewees in the city of Sherman expressed a serious need for a community arts space that would serve as a gallery, as an art workshop and class studio, and as youth art venue. Until a permanent community arts space could be designated, several cities, including Denison, took to vacant buildings for gallery space. Landlords and innovative businesses in Denison collaborated with eager artists to put permanent displays in unused or vacant storefronts. Thanks to their interest in arts and culture, previously blank displays were transformed into eye-catching scenes. The outgoing personalities who operated these pop-up galleries would ideally leave their host structures in better condition than when they first arrived, boosting building owners in their search for permanent tenants.

The city of Sherman can establish temporary and permanent art spaces for the benefit of the community. Sherman should take advantage of the current resources available for stationary arts experiences. The Sherman Library, after its renovation, could be an excellent home for a small art show. Lobbies, specifically in the Kidd-Key Auditorium and Ballroom, are frequented and prime exhibit spaces.

Building relationships through education

Sherman's 2017 population is just over 40,000 people; of this population, over 7,000—nearly one-fifth of total residents—are students enrolled in the Sherman Independent School District. Art and music classes, theater, and dance are all very important in school-aged youth and young adult lifestyles. Community leaders agree that integration of students into the community and into cultural events is essential in establishing a well-rounded, representative Cultural Arts District.

Austin College and Sherman ISD are cultural anchors in the community, regularly hosting events specifically for the student and parent populations, and other events that are open to the community. These institutions play a vital role in the cultural ecosystem, growing and shaping the arts and culture of Sherman on a day to day basis. Austin College is home to the Sherman Symphony and Sherman Community Series, choral groups, other instrumental ensembles, and a theatre program. The College has ample gallery space in which to display art and has several permanent sculptures, as well as an art collection. Additionally, Austin College is full of students who are capable of skill-based volunteering, internships, and art instruction. Improved marketing and communication between community organizations and Austin College and the Sherman Independent School District would enhance the benefits of the arts and cultural features unique to each institution. Grayson College offers opportunities for artistic collaboration as well.

Community leaders agree that integration of students into the community and into cultural events is essential in establishing well-rounded, representative cultural and arts programming.

Both community leaders and Sherman ISD officials emphasized the need to engage young people—the next generation—in planning and creating art and cultural experiences. Age diversity and family engagement were recurring themes encountered by the *Arts & Sherman* team.



Austin College students volunteering in local schools (L) and at the Special Olympics for Grayson County (R).

Observations on Diversity

An effective Cultural District should bring together all members in the community and should celebrate the differences that make each resident unique. A Cultural Arts District is essential in ensuring that all ethnicities, cultures, and people of varying socioeconomic statuses are represented and feel welcomed. Cities across Texas have much to offer in terms of diversity. The biggest challenge these cities face is identifying the most effective way to share their diversity and engage as many people in it as possible.

In Dallas and Fort Worth, there are different programs geared towards different backgrounds, making the Cultural Arts Districts attractive to those within a certain group and to those eager to learn about a certain group. By promoting all backgrounds equally, the community would feel valued and represented. The Dallas Cultural Arts District is home to an African American theater and a theater for large productions, among others. The theaters cumulatively produce roughly twelve plays per year, all of varying subjects with varying actors. Theater staff members often make recommendations for local eateries, shops, and attractions, further engaging diverse attendees in the Dallas community. Likewise, Fort Worth has a wide range of community involvement activities. The city's focus on changing niches in exhibits, galleries, and theater plays helps promote diversity and inclusion.

Cities across Texas have much to offer in terms of diversity. The biggest challenge these cities face is identifying the most effective way to share their diversity and engage as many people in it as possible.

Sherman has a history of longstanding cultural events that engage the community. The Sherman Arts Fest has been a success because of its ability to unify the community and the arts and cultural groups that form it. The greatest impact on Sherman's arts and cultural communities is, quite possibly, to have a diverse but unified Arts Commission. If, in the same way as the Arts Fest, the new Arts Commission was comprised of an array of people from assorted arts disciplines, from different backgrounds, and from varying cultures, the positive effects of diversity could be experienced by the entire Sherman community.



Diversity in the arts is celebrated in the local schools.

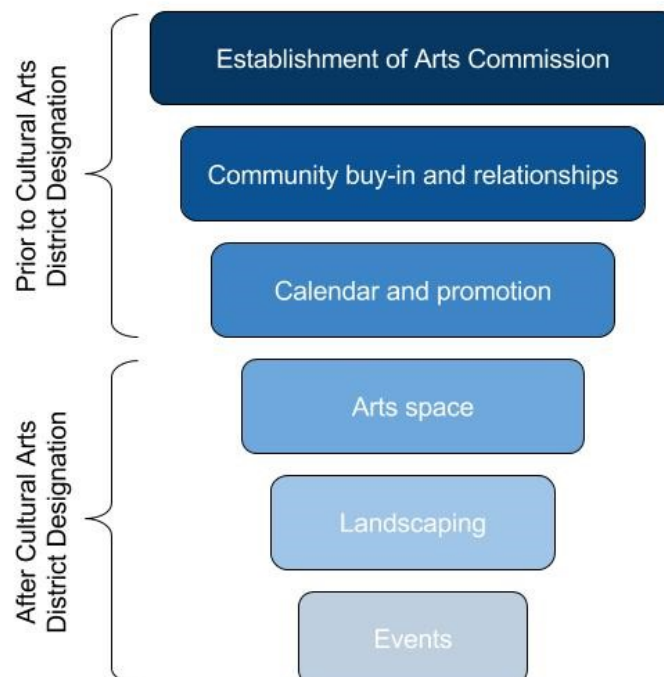


Appendix

SPECIFIC RECOMMENDATIONS

After careful consideration, the following recommendations have been compiled as a suggested task list for the city of Sherman as they apply for the Cultural Arts District designation.

1. Pick a structure for and establish the Arts Commission.
2. Create an objective, transparent grant program for the Arts Commission to enforce.
3. Select a diverse group of representatives for the Arts Commission.
4. Hold public sessions to ensure community buy-in for the proposed District.
5. Reach out to educational institutions for volunteer and mentorship opportunities.
6. Establish a community calendar of events to be moderated by the Arts Commission.
7. Encourage cross-promotion and social media use across the city.
8. Utilize nearby gallery spaces and begin planning for a community arts space.
9. Landscape the proposed Cultural Arts District with flowers, trees, and shrubbery.
10. Increase the size and amount of signage for pedestrians and drivers.
11. Capitalize on community diversity by broadening events or event activities.



Sherman's Cultural Assets

The following list of cultural assets in and around the proposed Cultural District will increase under the leadership of a new cultural commission. In the future, more gallery spaces, dance studios, cultural groups, and a community arts center would add to Sherman's cultural uniqueness.

Arts Fest

Held annually on the third Saturday of September, the Arts Fest is a fun-filled day showcasing all types of art, crafts, history, and food vendors. There is lots to do for the whole family, including a large Kids Alley and entertainment stages with a variety of performances and activities throughout the day.

Bearcat Stadium

The Sherman High School football stadium is located within walking distance of downtown. Every other year, the stadium hosts the longest running football rivalry in Texas history, the Battle of the Axe, between the Sherman Bearcats and the Denison Yellow Jackets.

Boots 'N Bands

A concert event sponsored by the Sherman Chamber of Commerce featuring local artists every Friday in April. Each concert is held at a different location.

Children's Chorus of Greater North Texas

An organization dedicated to providing a community where children are respected as serious musicians. They perform throughout the region. Scholarships may be provided.

Christmas in July

A downtown festival that brings the Christmas spirit into the heat of July. It offers train rides, a Santa meet-and-greet, Christmas carols, and other activities that bring the Christmas spirit to Sherman.

Christmas Parade and Snowflake Festival

The Christmas Parade is a free event that takes place in downtown Sherman on the first weekend in December. The event includes pictures with Santa, tree lighting, and the Snowflake Festival.

Community Series

A concert series for the Texoma region, the nonprofit Community Series aims to bring together a diverse audience. Acts have included classical composers, modern country artists, and soul groups.

Craft the Night Away

A night dedicated to celebrating craft beers and local culture. Patrons can participate in beer tastings, crafts, and other activities.

Finley Cultural Center

The Finley Cultural Center is home to a performing arts theater used by the Sherman Community Players. Rental space is operated by the Sherman Service League.

Fright Fest

Hosted by the Sherman Police Department, the event offers a safe, controlled environment in which to trick-or-treat. The event is held on the Municipal Grounds in downtown Sherman, and the Sherman Police Department provides a live band.

Grayson County Courthouse

As the seat of Grayson County, downtown Sherman is home to the Grayson County Courthouse, a historic art-deco building. The Courthouse and the grounds serve as a backdrop for many festival and events in the area.

Greater Texoma Jazz Orchestra

A big band jazz ensemble comprised of amateur, professional, and collegiate musicians from the Texoma region. They play at various events around the Sherman area.

Greater Texoma Orchestra

A community orchestra comprised of both college students and other community professionals. They perform regularly throughout North Texas.

Hispanic Heritage Festival

The Hispanic Heritage Festival consists of food, dancing, music, and shopping booths. Embracing and showcasing the Hispanic culture increases awareness of Sherman's diverse community.

Honey McGee Playhouse

The Honey McGee Playhouse is home to the Theatricks children's theater company located in downtown Sherman. It is next door to SCP's Finley Playhouse.

Hot Summer Nights

A free outdoor concert series that takes place in downtown Sherman every Thursday night (except July 4th week) in June and July.

Jazz Museum

A privately owned collected dedicated to the preservation of jazz and continued jazz education of the Texoma region. The museum is housed in the historic Masonic Lodge.

Juneteenth

Several local organizations host a parade and festival to celebrate and remember the day when Major General Gordon Granger and the Union soldiers landed in Galveston, Texas with the news that the war was over and all the slaves were free. The festival also serves as a fundraiser for scholarships that allow Grayson County high school graduates to attend college.

Kidd Key Auditorium

A city owned and operated property that frequently hosts Sherman cultural performances, like the Sherman Symphony Orchestra and the Sherman Community Players. Beneath the auditorium resides the city's Municipal Ballroom. This space is used to host a variety of events seating up to 500 people.

Lights on the Lake

A free concert, with food vendors from around the Texoma area, followed by a fireworks display on the Fourth of July. Though not in Downtown, the event promotes the City's parks as an important cultural asset.

North Texas Concert Chorale

A volunteer choir comprised of professional and amateur musicians who sing a variety of pop, classical, secular, and sacred tunes in two to three concerts per year.

Painting with a Twist

A privately owned arts-based business in Downtown that offers interactive art class in which patrons can sample wine while participating in a painting workshop. They host large and small groups for an intimate painting experience.

Parks

Several green spaces and recreational facilities exist within the city limits of Sherman, including two water parks. Sherman boasts 14 parks overall.

Pickles & Pottery

An independently-owned art studio where guests can paint their own pottery, stoneware and do glass fusing.

Sherman Art League

A Sherman membership-based arts group that meets monthly and helps promote arts in the region. They host a community art show for the Texoma region once per year.

Sherman Community Players

This non-profit community theater presents a full season of Main Stage productions at the Finley Cultural Center. Sherman Community Players is the third-oldest community theater in Texas. It also operates a children's group called Theatricks, based in the Honey McGee Playhouse, that performs three youth shows a year.

Sherman Museum

A non-profit educational organization dedicated to discovering and promoting the history of the Texoma and Red River regions. The museum is currently located in the historic Carnegie Library building.

Sherman Public Library

The Sherman Public Library exists to inspire educational and literary efforts in Sherman. It houses a variety of resources available to Sherman residents, including books, magazines, historical records, videos, and other electronic forms of media.

Sherman Symphony Orchestra

The Sherman Symphony Orchestra performs throughout the Texoma region and is regularly broadcast on local radio stations. They produce a number of classical and seasonal shows, with high popularity and attendance in the Sherman area.

Stroll on the Square

Sponsored by Downtown Sherman NOW, this wine tasting event pairs hors d'oeuvres from various Texoma restaurants, complete with live music in downtown Sherman.

903 Brewers

A brewery located in Sherman, Texas. 903 Brewers is dedicated to crafting unique beers to be sold around the country. They host weekly tours and trivia nights, and often bring in local musicians to play during their events. 903 Brewers also is Sherman's main attraction in the Texoma Craft Beverage Alliance, a nonprofit group that is promoting the local craft beverage industry in the Texoma region.

Interview Results

After extensive interviews with city, state, arts, cultural, and community leaders, we gained enough information to create a thorough report. The interview results have been condensed to reflect the three most important points of each session. Importance was determined by the amount of references made to the point.

EDDIE BROWN

President
Sherman Chamber of Commerce

Promotion
Cultural representation
Youth art

KRISTINA QUINLAN

Member Services & Events Manager
Sherman Chamber of Commerce

Promotion
Downtown beautification
Incorporation of Sherman's history

KAREN TOOLEY

Director
Downtown Sherman NOW

Promotion & marketing
Youth art
Mentoring program with Austin College

THERESA HUTCHINSON

Manager
Sherman Parks and Recreation

Community calendar
Volunteering with Austin College
Downtown beautification

WEBSTER CROCKER

Director
Sherman Theatrics

Promotion
Diverse, family-friendly activities
Downtown building revitalization

HEIDI RUSHING

Director
Ghost Town Arts Collective of Denison

Accessibility to art & event space
Youth art show
Gallery space at Austin College

TIM LUNKLEY

President of Board of Directors
Community Series of Sherman

Marketing
Community calendar
Austin College & Sherman ISD involvement

SHOLDON DANIELS

Founder
Texoma Arts Mentoring Program

Youth art
Inclusion
Marketing small, pop-up events

LEIGH-ELLEN ROMM

Staff Writer
Austin College

Art education for all ages
Endowed arts scholarships
Pop-up & permanent galleries

MIGNON PLYLER

Director of Technology & Fine Arts
Sherman Independent School District

Economic accessibility
Increased downtown diversity
Digital media galleries

TAMMY SMALSKAS

Assistant Superintendent
Sherman Independent School District

Student art galleries
Accessibility
Cultural representation

NATE STRAUCH

Communication Manager
City of Sherman

Modernizing information dissemination
Utilizing social media
Marketing in surrounding cities

HENRY MAROQUINN

President
Hispanic Heritage Council of Texoma

Cultural representation in leadership
Austin College volunteer network
Arts organization funding

ANTHONY NELSON

Artistic Director
Sherman Community Players

Downtown beautification
Grassroots marketing
Designated downtown walkways

TAMIE ODOM

Owner
Sparrow's Gallery in Denison

Inclusiveness
Intimacy
Artistic atmosphere

MARY KARAM

Owner
Marry Karam Gallery in Denison

County calendar
Publications for tourism
Identify cultural assets

JAMIE UNDERWOOD

President
Denison Arts Council

Small events
Art in vacant buildings
Incorporation of outside artists

DAVID FISHER

Assistant Director of Cultural Affairs
Dallas Office of Cultural Affairs

Cultural equity & collaboration
Defining metrics of success
Emerging artists list

KAREN WILEY

President
Arts Council of Fort Worth

Collaboration
Cross-promotion
Strong grant guidelines

SHANNON ROBERTS

Director of Grants Program & Development
Fort Worth Community Arts Center

Objective grant process
Transparency
Alternative funding

MARTHA PETERS

Vice President
Fort Worth Public Art

Marketing via social media
Overcoming barriers to entry
Pre-qualified artists list

MARLA OWEN

Special Events Coordinator
Fort Worth Community Arts Center

Need-based outreach
Outside promotion
Event space

REBECCA RODRIGUEZ

*Executive Director of Marketing & Communications
Fort Worth Museum of Science and History*

Collaboration & coordination
Establish repeat events
Targeting audiences

JIM BOB MCMILLAN

*Deputy Director
Texas Commission on the Arts in Austin*

Detailed marketing plan
Lively activities calendar
Concise application

CATHERINE CUELLAR

*Former Executive Director
Dallas Arts District*

Accessibility and brand awareness
Community support
Mobile-friendly website

**Produced for the City of Sherman
by Austin College
CityLab: Leadership on Location class, Jan Term 2017
900 N. Grand Ave., Ste. 6G
Sherman, TC 75090**





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 02/06/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6005

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Auction House in a C-2 (General Commercial) District/Central Business District at 316 West Lamar Street, being Lot 11 and the West 35' of Lot 9, Block 1, A.R. Loving's Addition (Los Hermanos Partnership, LLC, Owners; Doug Smith and Teresa Jacoby, Applicants; and North Texas Auction Company, Tenant); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of Los Hermanos Partnership, LLC (Owners), Doug Smith and Teresa Jacoby (Applicants), and North Texas Auction Company (Tenant) concerning the property at 316 West Lamar Street, being Lot 11 and the west 35' of Lot 9, Block 1, A.R. Loving's Addition, for a Specific Use Permit to allow an Auction House in a C-2 (General Commercial) District/Central Business District

Background:

The property is located at 316 West Lamar Street, between Rusk and Elm Streets, and is zoned a C-2 (General Commercial) District and also located in the Central Business District.

Doug Smith and Teresa Jacoby, licensed auctioneers, are partners in the North Texas Auction Company. They are seeking to open an auction house at this location. They currently own auction houses in Quinlan, Texas and in Farmersville, Texas and would like to bring one to Sherman. There would be weekly auctions on Saturdays starting at 12 noon or 1 p.m. The auction house would give the local existing resale and antique businesses in Sherman and its downtown area an avenue to find antiques, collectibles, coins, jewelry, etc that would be local and convenient to the existing businesses. It would also give them an avenue to sell items such as antiques and collectibles. There would also, from time to time, be additional specialty auctions that would be held with item/genre specific sales. The auctions would not only be localized to the Sherman area, but also be advertised nationally.

Origination:

Los Hermanos Partnership, LLC (Owners)
Doug Smith and Teresa Jacoby (Applicants)
North Texas Auction Company (Tenant)

Financial Consideration:

None

Staff Recommendation:

At the January 17, 2017 regular meeting, the Planning and Zoning Board voted 8/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6005

Location Map

Zoning Map

Zoning Sign Photo

Narrative

Site Plan

Elevations

Examples of Items Auctioned

Staff Review Letter

P&Z Communication

ORDINANCE NO. 6005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AN AUCTION HOUSE IN A C-2 (GENERAL COMMERCIAL) DISTRICT/CENTRAL BUSINESS DISTRICT AT 316 WEST LAMAR STREET, BEING LOT 11 AND THE WEST 35' OF LOT 9, BLOCK 1, A.R. LOVING'S ADDITION (LOS HERMANOS PARTNERSHIP, LLC, OWNERS; DOUG SMITH AND TERESA JACOBY, APPLICANTS; AND NORTH TEXAS AUCTION COMPANY, TENANT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Los Hermanos Partnership, LLC (Owners), Doug Smith and Teresa Jacoby (Applicants) and North Texas Auction Company (Tenant) are granted a Specific Use Permit to allow an Auction House in a C-2 (General Commercial) District and Central Business District at 316 West Lamar Street and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 11 and the west thirty-five (35) feet of Lot 9, Block 1, A.R. Loving's Addition

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the Central Business District, and the sign ordinance must be followed.
2. No outside storage allowed.
3. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires or parts is allowed.
4. Automobile sales are not allowed without approval for a Specific Use Permit for that use.
5. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt
6. All parking shall be on private property and shall not encroach into Lamar, Rusk or Elm Streets right-of-way.
7. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
8. Shall comply with all EPA, City, Federal and State regulations for this use.
9. Violation of the conditions of the SUP will terminate the Specific Use Permit.
10. Review the zoning and development ordinance for additional requirements.
11. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

12. New Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
13. Verify fire lane requirements with Fire Marshall.
14. The location of trash receptors must be approved by the Public Works Department.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

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

CITY OF SHERMAN, TEXAS

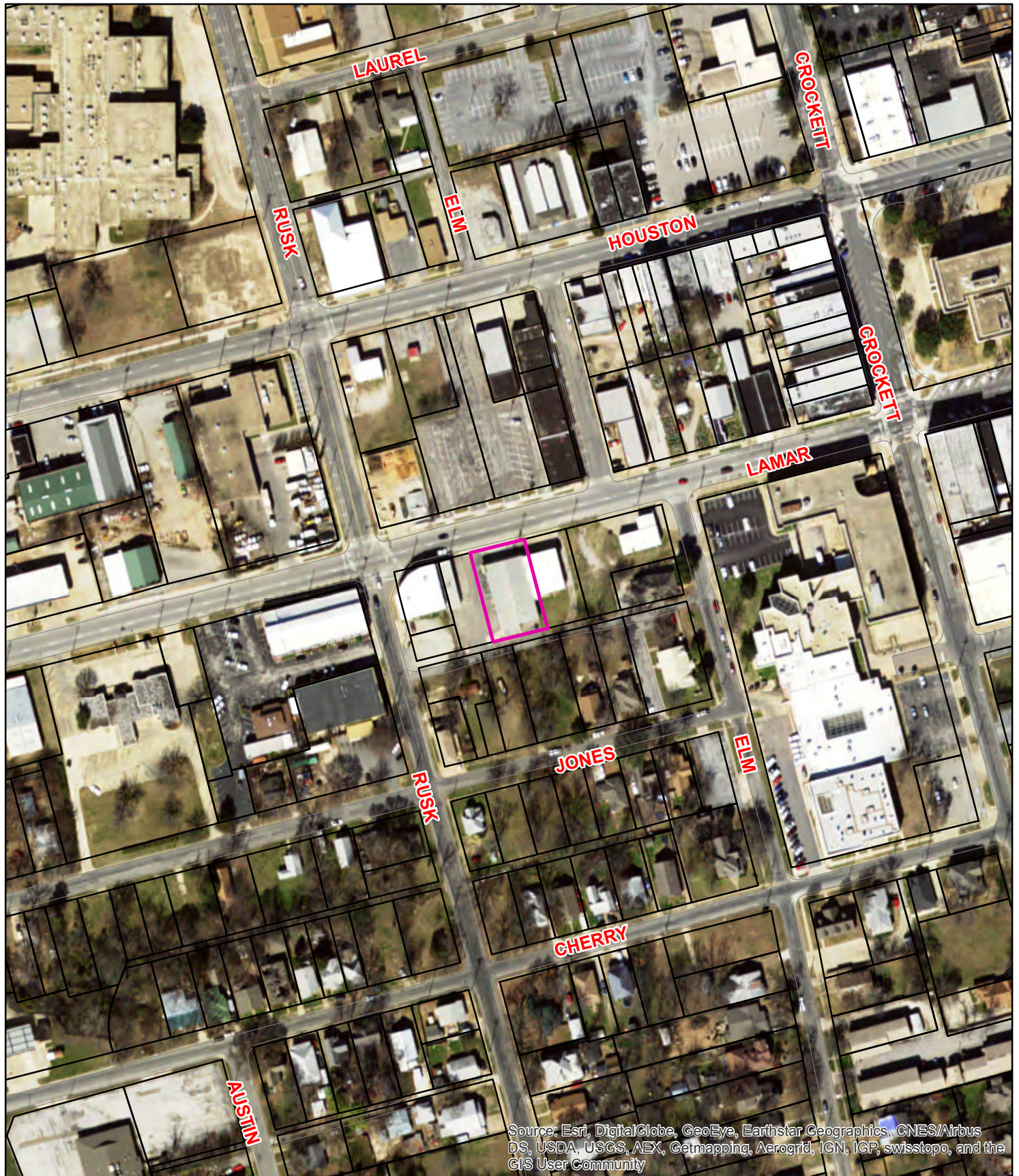
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



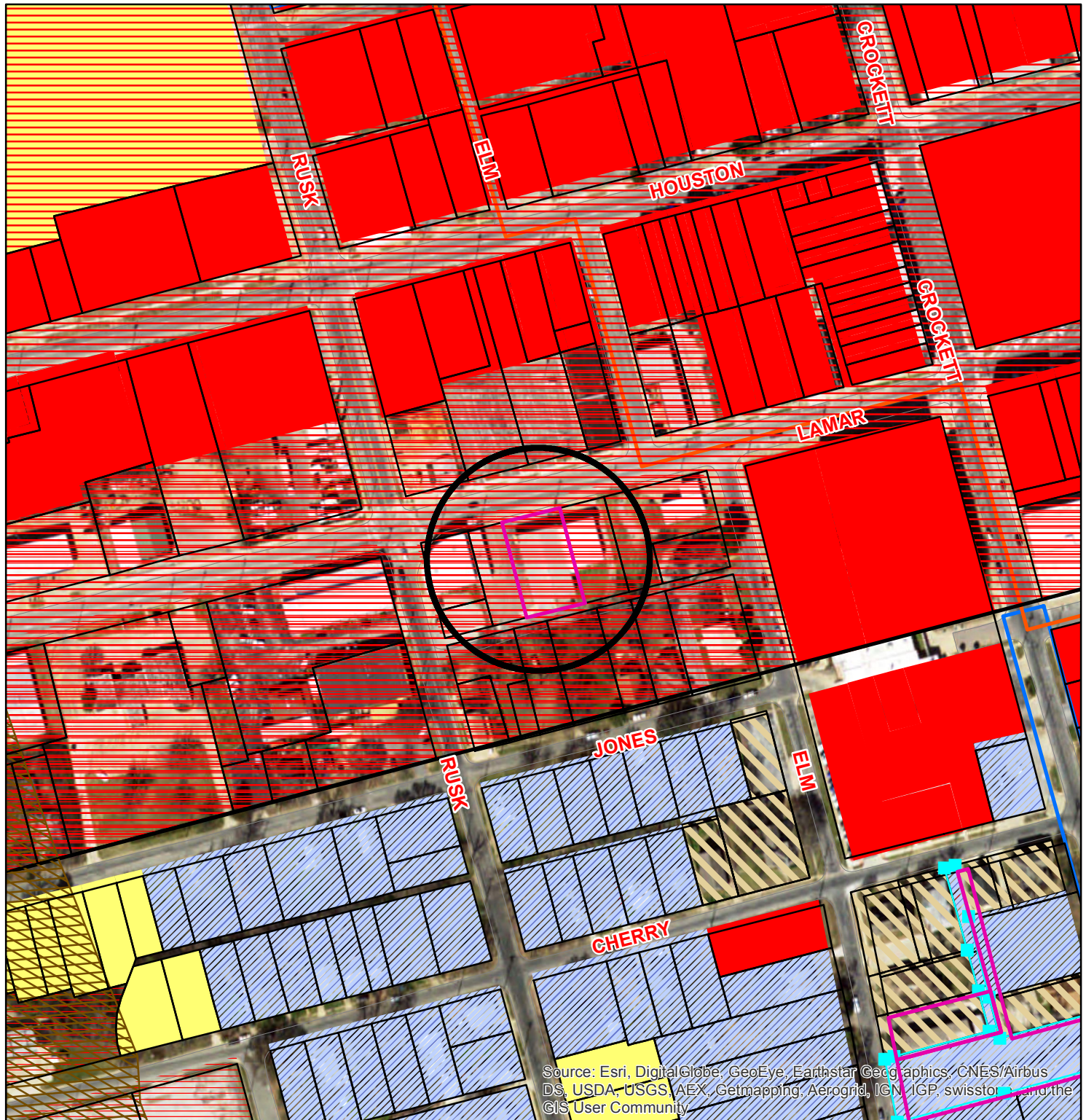
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

316 W. Lamar



1 in = 200 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 316 W. Lamar

Legend

Transportation Corridors Overlay

HWY_NAME

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay

DISTRICT_NAME

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

Unknown

- BIP Ballock Industrial Park
- C-1 Retail Business District

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



NOT TO SCALE

1 in = 200 ft

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

316 W. Lamar



North Texas Auction Company

Doug Smith and Teresa Jacoby, licensed auctioneers and partners in the North Texas Auction Company are seeking to open an auction house at 316 W. Lamar Street, Sherman, TX. Both are experienced auctioneers currently owning auction houses in Quinlan, TX and in Farmersville, TX respectively.

We are seeking to bring to Sherman an auction house, of which Sherman does not have. This would benefit the city of Sherman, TX in increasing business to the downtown area. There would be weekly auctions on Saturdays starting at noon or 1 pm. Both of us already have dedicated audiences, many of whom would travel to Sherman for this auction house. This would bring business into Sherman from Farmersville, Greenville, McKinney, Frisco, Lavon, Blue Ridge, Wylie, Quinlan, Denton.

The auction house would also give the local existing resale and antique business in Sherman and its downtown area an avenue to find antiques, collectibles, coins, jewelry, etc that would be local and convenient to the existing businesses. It would also give them an avenue to sell items such as antiques and collectibles that perhaps have been in their stores too long.

Additionally, local residents of Sherman, Denison, Durant, Gainesville, Bonham, Paris, etc would be making the drive into downtown Sherman to attend our auction.

There would also, from time to time, be additional specialty auctions that would be held with item/genre specific sales. Our auctions would not only be localized to the Sherman area, but also advertised nationally, giving Sherman, TX much more notice to the general public all across the state of Texas, Oklahoma & Arkansas, but also nationally.

We feel that not only would this auction house in Sherman benefit ourselves, but it could be a great addition to an already growing downtown Sherman area.

We sincerely feel and hope that we can bring a new and great asset/idea to the downtown Sherman, TX area.

ALLEY

S

7,52

101'

316 W. LAMAR

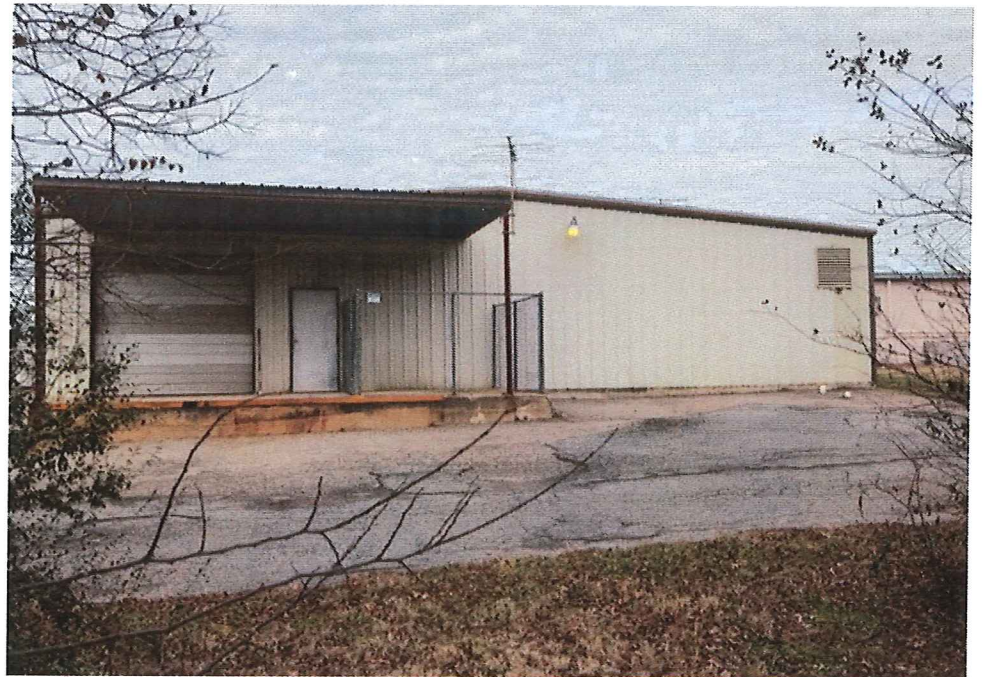
59' 5"

18' 5"

LAMAR STREET

N

W





STAFF REVIEW LETTER

January 12, 2017

Los Hermanos
301 N. Crockett, Ste. C
Sherman, TX 75090

Teresa Jacoby
1345 CR 1003
Greenville, TX 75401

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow an auction house in a C-2 (General Commercial) District/Central Business District for the property located at 316 West Lamar Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 17, 2017 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the Central Business District, and the sign ordinance must be followed.
2. No outside storage allowed.
3. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires or parts is allowed.
4. Automobile sales are not allowed without approval for a Specific Use Permit for that use.
5. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt
6. All parking shall be on private property and shall not encroach into Lamar, Rusk or Elm Streets right-of-way.
7. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
8. Shall comply with all EPA, City, Federal and State regulations for this use.
9. Violation of the conditions of the SUP will terminate the Specific Use Permit.
10. Review the zoning and development ordinance for additional requirements.
11. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

12. New Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
13. Verify fire lane requirements with Fire Marshall.
14. The location of trash receptors must be approved by the Public Works Department.

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

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

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

Respectfully,



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

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



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

Agenda Item No. 11.

Meeting Date: 01/17/2017

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

316 W. LAMAR STREET

The request of Los Hermanos Partnership, LLC (Owners), Doug Smith and Teresa Jacoby (Applicants), North Texas Auction Company (Tenant) concerning the property at 316 West Lamar Street, being Lot 11 and the west 35 feet of Lot 9, Block 1, A.R. Loving's Addition, as follows;

Board of Adjustments

Exception under Ordinance No. 2280, Section 7, Subsection (1B) to allow the existing exterior metal façade in lieu of the required masonry in a C-2 (General Commercial) District/Central Business District.

Planning and Zoning Commission

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

Background:

The property is located at 316 West Lamar Street, between Rusk and Elm Streets and is zoned a C-2 (General Commercial) District and also located in the Central Business District.

Doug Smith and Teresa Jacoby, licensed auctioneers, are partners in the North Texas Auction Company. They are seeking to open an auction house at this location. They currently own auction houses in Quinlan, TX and in Farmersville, TX and would like to bring one to Sherman. There would be weekly auctions on Saturdays starting at noon or 1 p.m. The auction house would give the local existing resale and antique businesses in Sherman and its downtown area an avenue to find antiques, collectibles, coins, jewelry, etc that would be local and convenient to the existing businesses. It would also give them an avenue to sell items such as antiques and collectibles. There would also, from time to time, be additional specialty auctions that would be held with item/genre specific sales. The auctions would not only be localized to the Sherman area, but also be advertised nationally.

Adjacent Zoning:

C-2 (General Commercial) District
Central Business District

Origination:

Los Hermanos Partnership, LLC (Owners)
Doug Smith and Teresa Jacoby (Applicants)
North Texas Auction Company (Tenant)

Master Plan Designation:

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

Number of notices mailed:

12

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Narrative
Site Plan
Elevations
Examples of Items Auctioned
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 2.

Meeting Date: 02/06/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6006

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Solar Energy Facility in an R-1 (One Family Residential) District in the 900-2000 blocks of West Moore Street, being 112.6372 acres in the Elizabeth Jones Survey, Abstract No. 625 (SSCGC, LLC, Owners; Shane Shields, Representative; and Cypress Creek Renewables, Solar Company); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of SSCGC, LLC (Owners), Shane Shields (Representative), and Cypress Creek Renewables (Solar Company) concerning the property located in the 900-2000 blocks of West Moore Street, being 112.6372 acres in the Elizabeth Jones Survey, Abstract No. 625, for a Specific Use Permit to allow a Solar Energy Facility in an R-1 (One Family Residential) District

Background:

The property is located in the 900-2000 blocks of West Moore Street, between Center Street and Park Avenue, and is zoned an R-1 (One Family Residential) District. The proposed solar farm will contain rows of Photovoltaic cell panels mounted on posts in the ground individually. These rows of panels are referred to as "solar arrays." The solar arrays will be mounted on a tracking system, so they follow the sun throughout the day. In this configuration, the panels face east in the morning are horizontal at midday, and face west in the afternoon. This configuration maximizes energy generation, and does not create any noise. Solar components will comply with the current edition of the National Electric Code, be UL listed (or equivalent), and designed with an anti-reflective coating. The power generated from the solar farm will be sold to Oncor for use by consumers to replace energy produced from a non-renewable source.

The site will generate almost no traffic and will not be staffed daily. Employees will visit the site once a week or even less frequently for routine maintenance of the arrays and the property. There will be no buildings or employees on the property so there is no need for sewage disposal facilities, solid waste, or water on the site.

The active area of the facility will be enclosed by a six foot (6') high fence and gated for security purposes. Access codes to the gate will be provided to local police, fire and emergency service providers. Vehicular access to the site is adequate for the use proposed and for emergency services.

The solar panels that comprise the solar arrays are made primarily of glass; they do not contain dangerous materials, nor do they emit dust, noxious fumes or liquids.

Origination:

SSCGC, LLC (Owners)
Shane Shields (Representative)
Cypress Creek Renewables (Solar Company)

Financial Consideration:

None

Staff Recommendation:

At the January 17, 2017 regular meeting, the Planning and Zoning Board voted 8/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter and the installation of a green screen connected to the fence.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6006
Location Map
Zoning Map
Zoning Sign Photo
Site Plan
Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A SOLAR ENERGY FACILITY IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT IN THE 900-2000 BLOCKS OF WEST MOORE STREET, BEING 112.6372 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (SSCGC, LLC, OWNERS; SHANE SHIELDS, REPRESENTATIVE; AND CYPRESS RENEWABLES, SOLAR COMPANY); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, SSCGC, LLC (Owners), Shane Shields (Representative) and Cypress Creek Renewables (Solar Company) are granted a Specific Use Permit to allow a Solar Energy Facility in an R-1 (One Family Residential) District in the 900-2000 Blocks of West Moore Street, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING a 112.6372 acres part of a called 211.4 acres tract of land situated in the Elizabeth Jones Survey, Abstract No. 625 in the City of Sherman, Grayson County, Texas with said 211.4 acres tract being referred to as Tract 1-A by deed to SSCGC Holdings, LLC, a Texas Limited Liability Company as recorded in Volume 5232, Page 220, Official Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "PLS INC" (typical) for corner at the Northwest corner of the herein described tract and being at the Southwest corner of a called 2.042 acres tract of land conveyed to the City of Sherman and referred to as Tract Seventeen as recorded in Volume 3566, Page 616, Deed Records, Grayson County, Texas;

THENCE North 74 degrees 03 minutes 22 seconds East (called North 75 degrees 09 minutes 59 seconds East by Deed), along the common line of said City of Sherman 2.042 acres tract and said 211.4 acres tract, a distance of 302.44 feet (called 302.42 feet by Deed) to a 5/8 inch iron rod set for corner;

THENCE North 74 degrees 26 minutes 01 seconds East (called North 75 degrees 32 minutes 52 seconds East by Deed), along the common line of said City of Sherman 2.042 acres tract and said 211.4 acres tract, a distance of 297.58 feet to a 5/8 inch iron rod set for corner;

THENCE North 75 degrees 04 minutes 37 seconds East (called North 75 degrees 32 minutes 52 seconds East by Deed), along the common North line of said 211.4 acres tract and South line of a remaining part of a called 65.0993 acres tract conveyed to William W. Collins, Jr. and wife, Margaret Binkley Collins by Deed as recorded in Volume 1517, Page 629, said Deed Records, a distance of 708.88 feet to a 5/8 inch iron rod set for corner; being at the Southwest corner of a tract of land conveyed to 1401-1405 West Moore, LLC by Deed as recorded in Volume 5114, Page 118, said Official Records;

THENCE North 75 degrees 04 minutes 34 seconds East (called North 75 degrees 50 minutes 57 seconds East by Deed), along the common line of said 211.4 acres tract and said 1401-1405 West Moore, LLC tract, in the general line of a fence, a distance of 915.49 feet to a 5/8 inch iron rod set for corner;

THENCE South 21 degrees 01 minutes 41 seconds East, over and across said 211.4 acres tract, a distance of 134.57 feet to a 5/8 inch iron rod set for corner;

THENCE South 12 degrees 45 minutes 57 seconds West, continuing over and across said 211.4 acres tract, a distance of 1633.65 feet to a 5/8 inch iron rod set for corner;

THENCE South 36 degrees 36 minutes 39 seconds West, continuing over and across said 211.4 acres tract, a distance of 748.32 feet to a 5/8 inch iron rod set for corner;

THENCE South 54 degrees 49 minutes 17 seconds East, continuing over and across said 211.4 acres tract, a distance of 244.84 feet to a "MAG" spike set for corner in the general centerline of West Moore Street (a public road);

THENCE South 33 degrees 15 minutes 23 seconds West (called South 34 degrees 18 minutes 38 seconds West by Deed), along the general centerline of said West Moore Street, a distance of 891.89 feet to a "MAG" spike set for corner in the general centerline of said West Moore Street;

THENCE South 89 degrees 27 minutes 45 seconds West, departing said West Moore Street, over and across said 211.4 acres tract, a distance of 1745.71 feet to a 5/8 inch iron rod set for corner; being in the Westerly line of said 211.4 acres tract and the Easterly line of a called 83.311 acres tract of land conveyed to the City of Sherman as recorded in Volume 1288, Page 650, said Deed Records;

THENCE along the common lines of said 211.4 acres tract and said 83.311 acres City of Sherman tract the following courses and distances:

North 10 degrees 31 minutes 43 seconds West (called North 09 degrees 25 minutes 06 seconds West by Deed), a distance of 5.65 feet to a 5/8 inch iron rod set for corner;

South 89 degrees 43 minutes 17 seconds West (called North 89 degrees 10 minutes 06 seconds West by Deed), a distance of 18.00 feet to a 5/8 inch iron rod set for corner;

North 10 degrees 31 minutes 43 seconds West (called North 09 degrees 25 minutes 06 seconds West by Deed), a distance of 159.90 feet (159.92 feet by Deed) to a 5/8 inch iron rod set for corner;

North 35 degrees 55 minutes 04 seconds East (called North 37 degrees 01 minutes 54 seconds East by Deed), a distance of 232.67 feet (232.66 feet by Deed) to a 5/8 inch iron rod set for corner;

South 87 degrees 58 minutes 43 seconds East (called South 86 degrees 52 minutes 06 seconds East by Deed), a distance of 50.00 feet to a 5/8 inch iron rod set for corner;

North 42 degrees 05 minutes 17 seconds East (called North 43 degrees 11 minutes 54 seconds East by Deed), a distance of 110.00 feet to a 5/8 inch iron rod set for corner;

North 11 degrees 55 minutes 17 seconds East (called North 13 degrees 01 minutes 54 seconds East by Deed), a distance of 283.10 feet to a 5/8 inch iron rod set for corner;

North 55 degrees 53 minutes 17 seconds East (called North 56 degrees 59 minutes 54 seconds East by Deed), a distance of 248.85 feet to a 5/8 inch iron rod set for corner;

North 11 degrees 47 minutes 17 seconds East (called North 12 degrees 53 minutes 54 seconds East by Deed), a distance of 110.00 feet to a 5/8 inch iron rod set for corner;

South 62 degrees 26 minutes 43 seconds East (called South 61 degrees 20 minutes 06 seconds East by Deed), a distance of 102.73 feet to a 5/8 inch iron rod set for corner;

South 18 degrees 15 minutes 43 seconds East (called South 17 degrees 09 minutes 06 seconds East by Deed), a distance of 45.00 feet to a 5/8 inch iron rod set for corner;

South 49 degrees 21 minutes 43 seconds East (called South 48 degrees 15 minutes 06 seconds East by Deed), a distance of 50.00 feet to a 5/8 inch iron rod set for corner;

North 25 degrees 16 minutes 17 seconds East (called North 26 degrees 22 minutes 54 seconds East by Deed), a distance of 38.00 feet to a 5/8 inch iron rod set for corner;

North 18 degrees 15 minutes 43 seconds West (called North 17 degrees 09 minutes 06 seconds West by Deed), a distance of 37.00 feet to a 5/8 inch iron rod set for corner;

North 25 degrees 57 minutes 17 seconds East (called North 27 degrees 03 minutes 54 seconds East by Deed), a distance of 95.54 feet to a 5/8 inch iron rod set for corner;

North 40 degrees 58 minutes 17 seconds East (called North 42 degrees 04 minutes 54 seconds East by Deed), a distance of 90.00 feet to a 5/8 inch iron rod set for corner;

South 65 degrees 48 minutes 59 seconds East (called South 64 degrees 42 minutes 06 seconds East by Deed), a distance of 170.02 feet (170.00 feet by Deed) to a 5/8 inch iron rod set for corner;

South 71 degrees 32 minutes 33 seconds East (called South 70 degrees 26 minutes 06 seconds East by Deed), a distance of 235.24 feet (235.26 feet by Deed) to a 5/8 inch iron rod set for corner;

South 83 degrees 47 minutes 43 seconds East (called South 82 degrees 41 minutes 06 seconds East by Deed), a distance of 160.00 feet to a 5/8 inch iron rod set for corner;

South 40 degrees 27 minutes 43 seconds East (called South 39 degrees 21 minutes 06 seconds East by Deed), a distance of 208.00 feet to a 5/8 inch iron rod set for corner;

North 31 degrees 51 minutes 28 seconds West (called North 30 degrees 45 minutes 06 seconds East by Deed), a distance of 274.09 feet (274.10 feet by Deed) to a 5/8 inch iron rod set for corner;

North 74 degrees 10 minutes 43 seconds West (called North 73 degrees 04 minutes 06 seconds West by Deed), a distance of 73.00 feet to a 5/8 inch iron rod set for corner;

North 47 degrees 01 minutes 43 seconds West (called North 45 degrees 55 minutes 06 seconds West by Deed), a distance of 219.48 feet to a 5/8 inch iron rod set for corner;

North 35 degrees 40 minutes 43 seconds West (called North 34 degrees 34 minutes 06 seconds West by Deed), a distance of 377.10 feet to a 5/8 inch iron rod set for corner;

North 36 degrees 43 minutes 59 seconds East (called North 37 degrees 50 minutes 54 seconds East by Deed), a distance of 160.95 (160.97 feet by Deed) feet to a 5/8 inch iron rod set for corner;

South 84 degrees 17 minutes 23 seconds East (called South 83 degrees 10 minutes 06 seconds East by Deed), a distance of 35.02 feet (35.00 feet by Deed) to a 5/8 inch iron rod set for corner;

North 46 degrees 15 minutes 17 seconds East (called North 47 degrees 21 minutes 54 seconds East by Deed), a distance of 100.00 feet to a 5/8 inch iron rod set for corner;

North 84 degrees 17 minutes 06 seconds West (called North 83 degrees 10 minutes 06 seconds West by Deed), a distance of 60.02 feet (60.00 feet by Deed) to a 5/8 inch iron rod set for corner;

North 13 degrees 17 minutes 17 seconds West (called North 12 degrees 11 minutes 06 seconds West by Deed), a distance of 174.63 feet to a 5/8 inch iron rod set for corner;

North 47 degrees 53 minutes 58 seconds East (called North 49 degrees 00 minutes 54 seconds East by Deed), a distance of 117.88 feet (177.90 feet by Deed) to a 5/8 inch iron rod set for corner;

North 53 degrees 35 minutes 17 seconds East (called North 54 degrees 41 minutes 54 seconds East by Deed), a distance of 122.60 feet to a 5/8 inch iron rod set for corner;

North 39 degrees 58 minutes 17 seconds East (called North 41 degrees 04 minutes 54 seconds East by Deed), a distance of 122.60 feet to a 5/8 inch iron rod set for corner;

North 15 degrees 50 minutes 11 seconds West (called North 14 degrees 44 minutes 06 seconds West by Deed), a distance of 142.10 feet to a 5/8 inch iron rod set for corner;

North 50 degrees 00 minutes 43 seconds West (called North 48 degrees 54 minutes 06 seconds West by Deed), a distance of 277.40 feet to a 5/8 inch iron rod set for corner;

North 52 degrees 22 minutes 43 seconds West (called North 51 degrees 16 minutes 06 seconds West by Deed), a distance of 114.60 feet to a 5/8 inch iron rod set for corner;

North 49 degrees 52 minutes 43 seconds West (called North 48 degrees 46 minutes 06 seconds West by Deed), a distance of 136.00 feet to a 5/8 inch iron rod set for corner;

North 42 degrees 50 minutes 27 seconds West (called North 41 degrees 43 minutes 24 seconds West by Deed), a distance of 147.20 feet (147.19 feet by Deed) to the **POINT OF BEGINNING**, containing within the metes and bounds herein recited, **112.6372 acres (4,906,478 square feet) of land, more or less.....**

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

Zoning:

1. All aspects of the R-1 (One Family Residential) District must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. The solar panels shall not exceed eight feet in height.
4. The minimum setback requirement shall be 60' from the front property line, 5' from the side and rear property line and 6' from any other structures and cannot be located inside any drainage or utility easements.
5. Shall comply with all zoning district setback and lot coverage requirements.
6. A building permit shall be approved before the solar panel system shall be erected, constructed or installed.
7. A building permit shall also be required for any physical modification to an existing solar panel system.

8. The solar panel system must comply with applicable adopted construction codes and amendments including but not limited to the 2009 International Energy Conservation Code, the 2009 International Residential Code, the 2011 National Electrical Code and the 2009 International Fire Code.
9. The solar panel system shall meet or exceed current standards and regulations of the FAA and any other agency of the State or Federal Government with the authority to regulate solar panel systems.
10. The solar panel system shall be maintained by the owner at all times so that it does not create a nuisance or a safety issue for surrounding property owners.
11. The solar panels shall be designed and located to avoid glare or reflection onto adjacent properties and roadways and shall not interfere with traffic or create a safety hazard.
12. If the solar panel system has been inactive for a continuous 12 month period it shall be removed.
13. Screening of the solar panel system is required by a screening fence or wall that meets City Code.
14. Engineered drawings shall be provided for the solar panels and the electrical work to obtain a building permit.
15. The solar panel system shall be installed by qualified licensed installers.
16. Review the zoning and development ordinance for additional requirements.
17. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Planning & Zoning Commission:

18. Provide a green screen to be connected to the fence.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

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

CITY OF SHERMAN, TEXAS

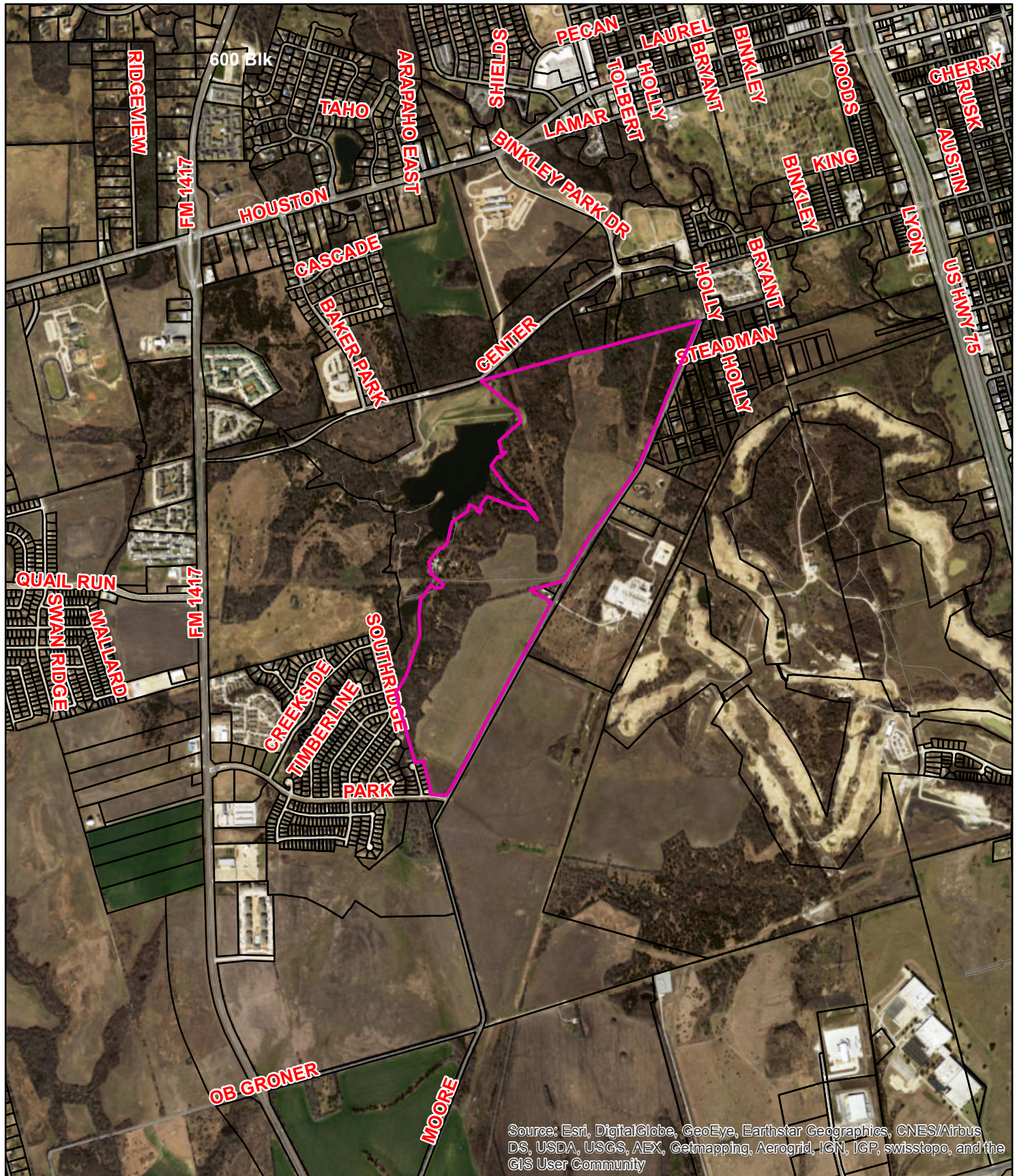
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

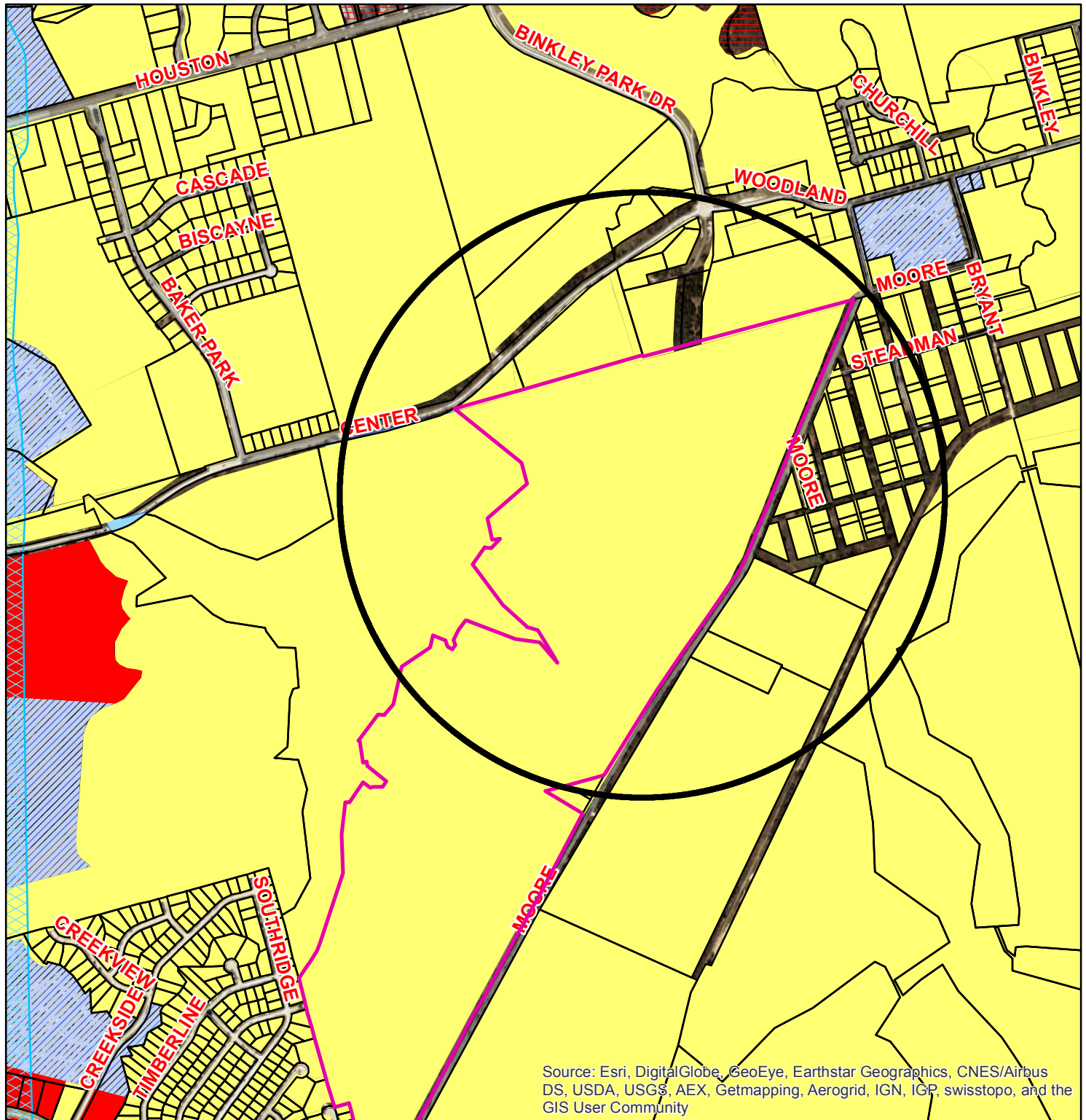
BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



900-2000 Blks. W. Moore



1 in = 1,712 ft



Zoning - 900-2000 Blks. W. Moore

Legend

Transportation Corridors Overlay

HWY_NAME

FM 1417

Sam Rayburn Freeway

US Hwy 82 and 75

Special Districts Overlay

DISTRICT_NAME

Arts and Cultural District

Blalock Commercial Overlay District

Central Business District

College Park District

Downtown Overlay District

Historic Preservation District

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

Unknown

BIP Blalock Industrial Park

C-1 Retail Business District

C-2 General Commercial District

CO Office District

Lakes

M-1 Light Manufacturing District

M-1.5 Medium Manufacturing District

M-2 Heavy Manufacturing District

MH Manufacturing Housing District

R-1 One Family Residential District

R-2 Multi-Family Residential District

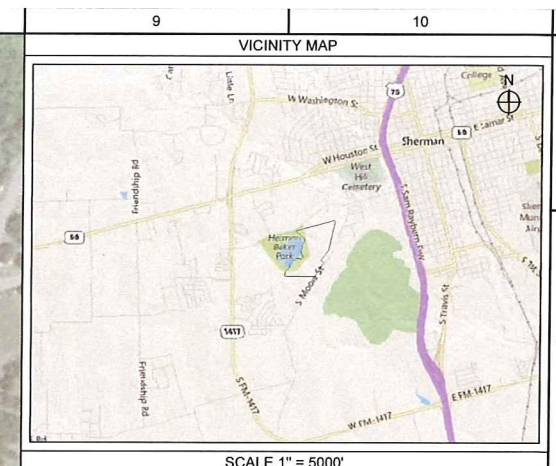
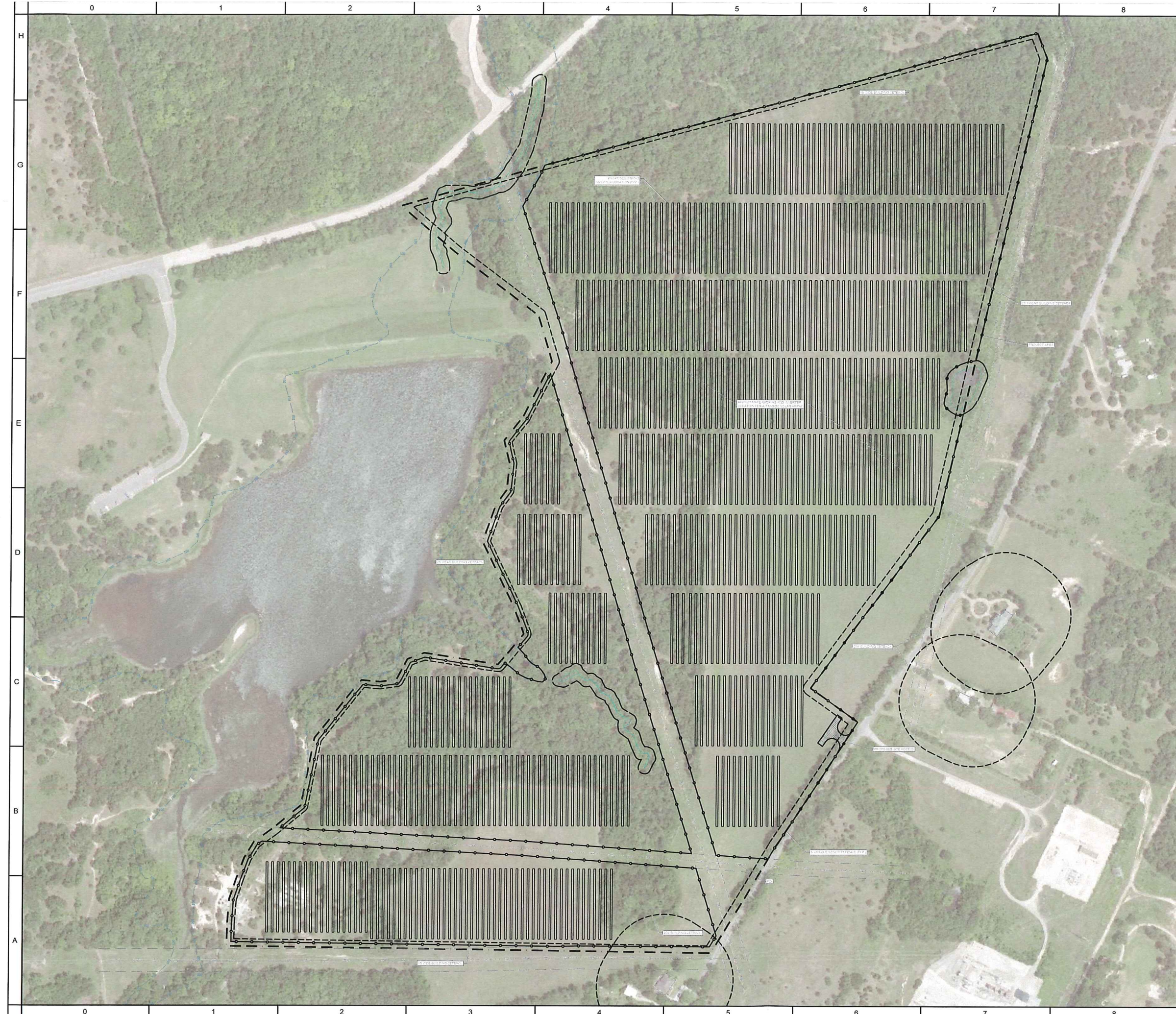
R-A Single Family Agricultural District

SF-1 Single Family Residential District



900-2000 Blocks W. Moore



[illegible]



STAFF REVIEW LETTER

January 12, 2017

SSCGC, LLC
4 Timber Creek
Sherman, TX 75092

Shane Shields
601-A W. Main. St.
Carrboro, NC 27510

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow a Solar Energy Facility in an R-1 (One Family Residential) District for the property located in the 900-2000 Blocks West Moore Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 17, 2017 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the R-1 (One Family Residential) District must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. The solar panels shall not exceed eight feet in height.
4. The minimum setback requirement shall be 60' from the front property line, 5' from the side and rear property line and 6' from any other structures and cannot be located inside any drainage or utility easements.
5. Shall comply with all zoning district setback and lot coverage requirements.
6. A building permit shall be approved before the solar panel system shall be erected, constructed or installed.
7. A building permit shall also be required for any physical modification to an existing solar panel system.
8. The solar panel system must comply with applicable adopted construction codes and amendments including but not limited to the 2009 International Energy Conservation Code, the 2009 International Residential Code, the 2011 National Electrical Code and the 2009 International Fire Code.
9. The solar panel system shall meet or exceed current standards and regulations of the FAA and any other agency of the State or Federal Government with the authority to regulate solar panel systems.
10. The solar panel system shall be maintained by the owner at all times so that it does not create a nuisance or a safety issue for surrounding property owners.
11. The solar panels shall be designed and located to avoid glare or reflection onto adjacent properties and roadways and shall not interfere with traffic or create a safety hazard.
12. If the solar panel system has been inactive for a continuous 12 month period it shall be removed.
13. Screening of the solar panel system is required by a screening fence or wall that meets City Code.
14. Engineered drawings shall be provided for the solar panels and the electrical work to obtain a building permit.

15. The solar panel system shall be installed by qualified licensed installers.
16. Review the zoning and development ordinance for additional requirements.
17. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

Respectfully,



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

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

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Dir. Of Community and Support Services
Amber Doan, Engineering Coordinator



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

Agenda Item No. 6.

Meeting Date: 01/17/2017

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

900-2000 BLOCKS W. MOORE STREET

The request of SSCGC LLC (Owners), Shane Shields (Representative) and Cypress Creek Renewables (Solar Company) concerning the property located in the 900-2000 Blocks West Moore Street, being 112.6372 acres in the Elizabeth Jones Survey, Abstract No. 625, as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Solar Energy Facility in an R-1 (One Family Residential) District.

Background:

The property is located in the 900-2000 blocks of West Moore Street, between Center Street and Park Avenue and is zoned an R-1 (One Family Residential) District. The proposed solar farm will contain rows of Photovoltaic cell panels mounted on posts in the ground individually. These rows of panels are referred to as "solar arrays." The solar arrays will be mounted on a tracking system, so they follow the sun throughout the day. In this configuration, the panels face east in the morning, are horizontal at midday, and face west in the afternoon. This configuration maximizes energy generation, and does not create any noise. Solar components will comply with the current edition of the National Electric Code, be UL listed (or equivalent), and designed with an anti-reflective coating. The power generated from the solar farm will be sold to Oncor for use by consumers to replace energy produced from a non-renewable source.

The site will generate almost no traffic and will not be staffed daily. Employees will visit the site once a week or even less frequently for routine maintenance of the arrays and the property.

There will be no buildings or employees on the property so there is no need for sewage disposal facilities, solid waste, or water on the site.

The active area of the facility will be enclosed by a six foot (6') high fence and gated for security purposes. Access codes to the gate will be provided to local police, fire and emergency service providers. Vehicular access to the site is adequate for the use proposed and for emergency services.

The solar panels that comprise the solar arrays are made primarily of glass; they do not contain dangerous materials, nor do they emit dust, noxious fumes or liquids.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

SSCGC LLC (Owners)

Shane Shields (Representative)

Cypress Creek Renewables (Solar Company)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

Number of notices mailed:

6

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Survey

Site Plan

Elevations

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 3.

Meeting Date: 02/06/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6007

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Liquor Store in an M-1 (Light Manufacturing) District at 1922 North Grand Avenue, being 5.73 acres in the J.B. McAnair Survey, Abstract No. 763 (Interproperty Holdings, Inc., Owner; and Tom Joseph, Grand Kera, Inc., Applicant/Tenant); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of Interproperty Holdings, Inc. (Owners) and Tom Joseph, Grand Kera, Inc. (Applicant/Tenant) concerning the property located at 1922 North Grand Avenue, being 5.73 acres in the J.B. McAnair Survey, Abstract No. 763, for a Specific Use Permit to allow a liquor store in an M-1 (Light Manufacturing) District

Background:

The property is located at 1922 North Grand Avenue in the Jamestown Plaza Shopping Center, between Texoma Parkway and Teague Drive. The property is zoned an M-1 (Light Manufacturing) District.

Sherman voters approved the legal sale of all alcoholic beverages in a local option election held on November 8, 2016; however, updates to the requirement for a Specific Use Permit to allow a liquor store in a Commercial or Manufacturing District were approved by the City Council on March 7, 2016 by Ordinance No. 5934. The owner of this property is requesting a Specific Use Permit to allow a liquor store at this location.

Origination:

Interproperty Holdings, Inc. (Owners)
Tom Joseph, Grand Kera, Inc. (Applicant/Tenant)

Financial Consideration:

None

Staff Recommendation:

At the January 17, 2017 regular meeting, the Planning and Zoning Board voted 8/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6007

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Elevations

Staff Review Letter

P&Z Communication

ORDINANCE NO. 6007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A LIQUOR STORE IN AN M-1 (LIGHT MANUFACTURING) DISTRICT AT 1922 NORTH GRAND AVENUE, BEING 5.73 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 (INTERPROPERTY HOLDINGS, INC., OWNER; AND TOM JOSEPH, GRAND KERA, INC., APPLICANT/TENANT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Interproperty Holdings, Inc. (Owners), Tom Joseph, Grand Kera, Inc. (Applicant/Tenant) are granted a Specific Use Permit to allow a liquor store in an M-1 (Light Manufacturing) District at 1922 North Grand Avenue, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEGINNING at a 1/2" iron rod found in the South right-of-way line of Grand Avenue (formerly known as Roberts Road) maintaining the Northeast corner of a called 0.990 acres tract of land conveyed to Denny's Inc. by deed recorded in Volume 1589 at Page 158 of the Grayson County Deed Records;

THENCE South 11 deg. 36 min. West with the East line of the Denny's tract, passing the Southeast corner of the Denny's tract and the Northeast corner of a called 2.807 acre tract of land conveyed to Sherman Motel Limited Partnership by

deed recorded in Volume 1950 at Page 697 of the Grayson County Deed Records at 316.0 feet, and continuing for a total distance of 371.3 feet to an "X" found chiseled in a concrete drainage flume;

THENCE South 10 deg. 58 min. West with the East line of the Sherman Motel tract, a distance of 301.2 feet to an iron rod found at the Southeast corner of the Sherman Motel Tract and in the North line of the J. S. Hefner's Division;

THENCE North 77 deg. 23 min. East with the North line of the J. S. Hefner's Division, a distance of 240.5 feet to an iron rod found at the Northeast corner of Lot 9;

THENCE South 01 deg. 28 min. West with the East line of Lot 9, a distance of 68.0 feet to a 1/2" iron rod found at the Southeast corner of Lot 9 and in the North right-of-way line of Frisco Road;

THENCE North 89 deg. 38 min. East with the North right-of-way line of Frisco Road, a distance of 110.0 feet to a chain link fence post, set in concrete and broken off flush with the ground, maintaining the Southwest corner of Lot 6;

THENCE North, 00 deg. 12 min. West with the West line of Lot 6, a distance of 90.7 feet to a 1/2" iron rod found at the Northwest corner of Lot 6;

THENCE North 77 deg. 36 min. East with the North line of the J. S. Hefner's Division, a distance of 94.0 feet to a 1/2" iron rod found at the most Westerly Southwest corner of a called 5.44 acre tract of land conveyed to R. R. & H. Investments by deed recorded in Volume 1544, Page 660 of the Grayson County Deed Records;

THENCE Northerly with the West line of the R. R. & H. tract, the following courses and distances;

North 07 deg. 55 min. East, a distance of 184.5 feet to a found 1/2" iron rod;

North 12 deg. 48 min. East, a distance of 339.5 feet to a 1/2" iron rod found in the South right-of-way of Grand Avenue at the Northwest corner of the R. R. & H. tract;

THENCE North 83 deg. 00 min. West with the South right-of-way line of Grand Avenue, a distance of 406.1 feet to the **POINT OF BEGINNING**.

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

Zoning:

1. All aspects of the M-1 (Light Manufacturing) District, the Specific Use Permit and the sign ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. Shall comply with all City, Federal and State regulations for this use.

4. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt.
5. A parking space is considered to be 9'x20'.
6. Review the zoning and development ordinance for additional requirements.
7. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



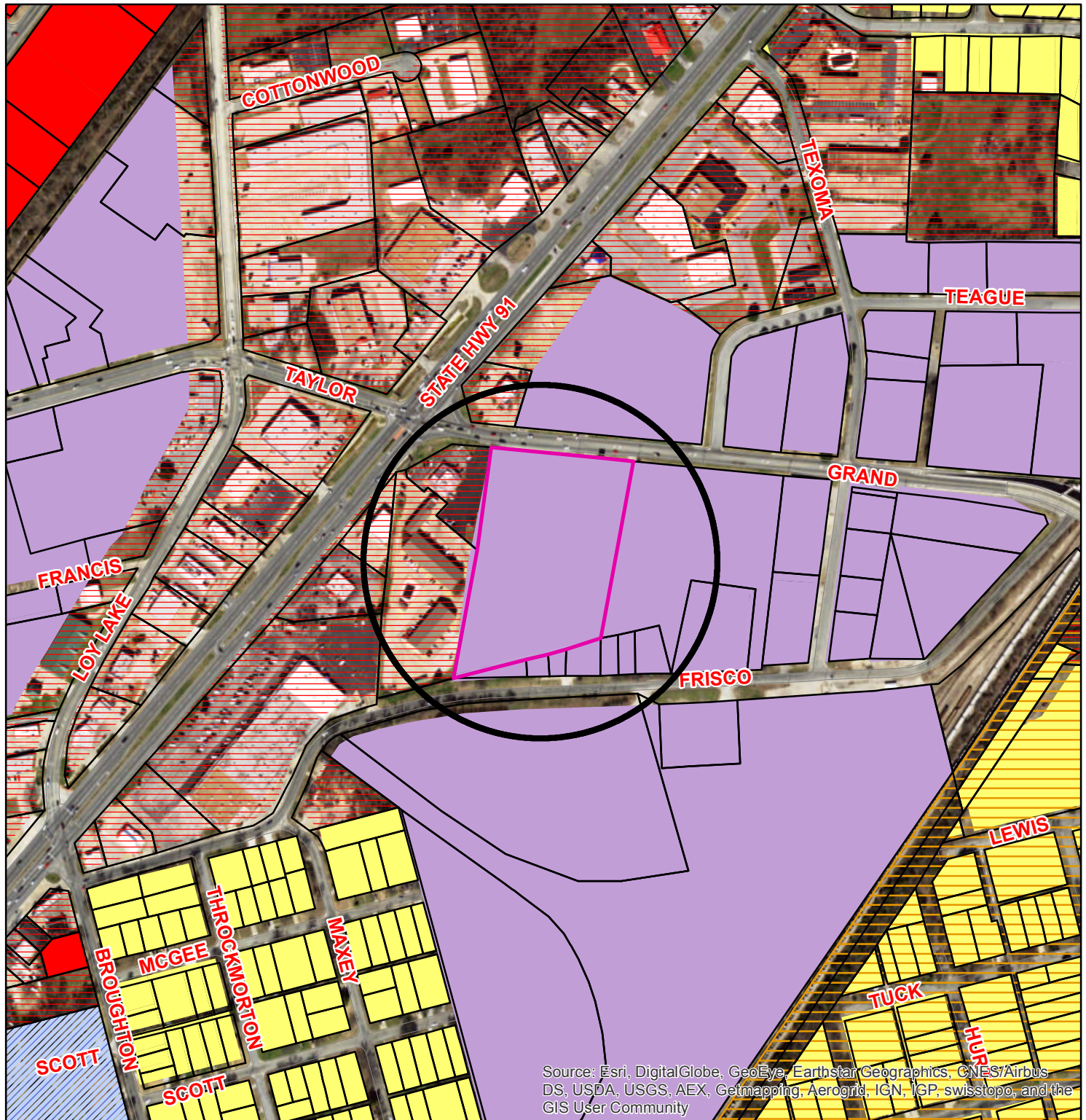
1922 N. Grand



City of Sherman, Texas
Developmental Services Department



1 in = 428 ft



Zoning - 1922 N. Grand



City of Sherman, Texas
Developmental Services Department

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



NOT TO SCALE

1 in = 400 ft

1922 N. Grand



Jamestown Plaza

Shopping Center

Sherman, Texas
Grayson County

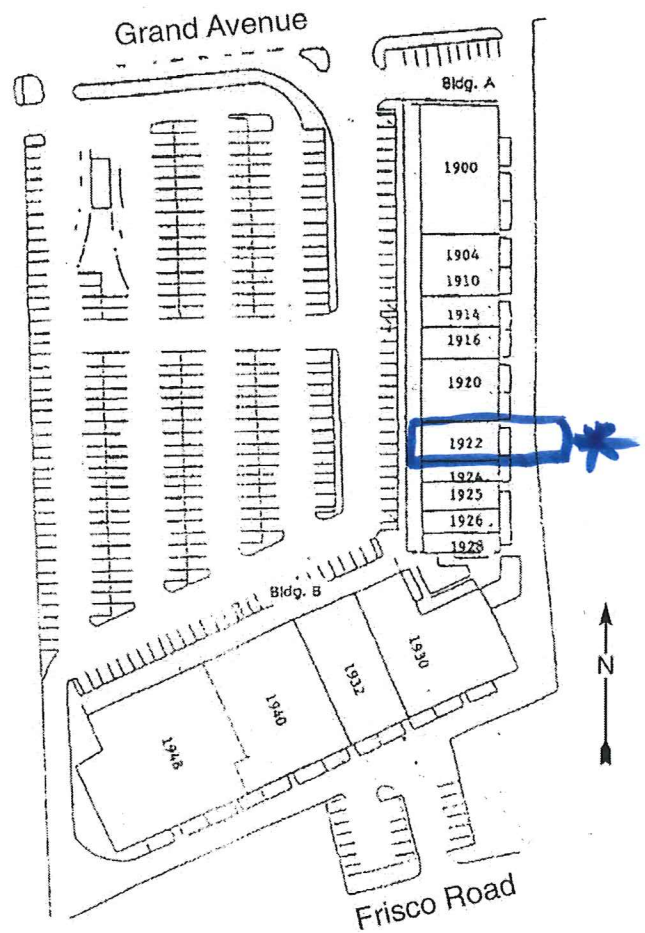
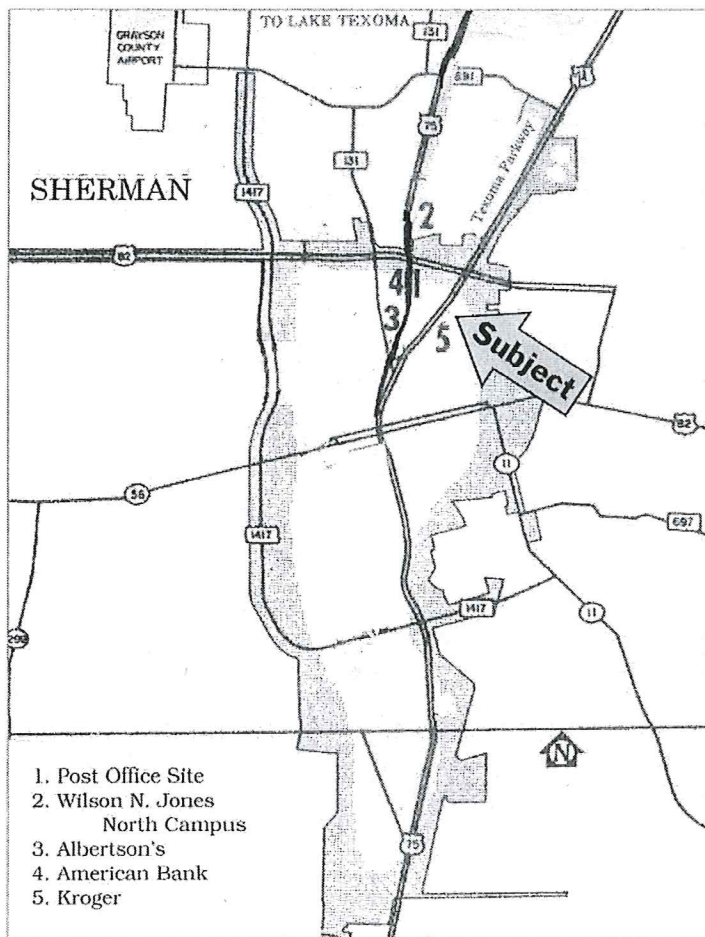


EXHIBIT "A"
DEMISED PREMISES

Grand Avenue

Bldg. A

1900

1900
1904

1908

1910

1914

1916

1918

1922

1924

1924A

1926

1928

Bldg. B

1930

1932

1942

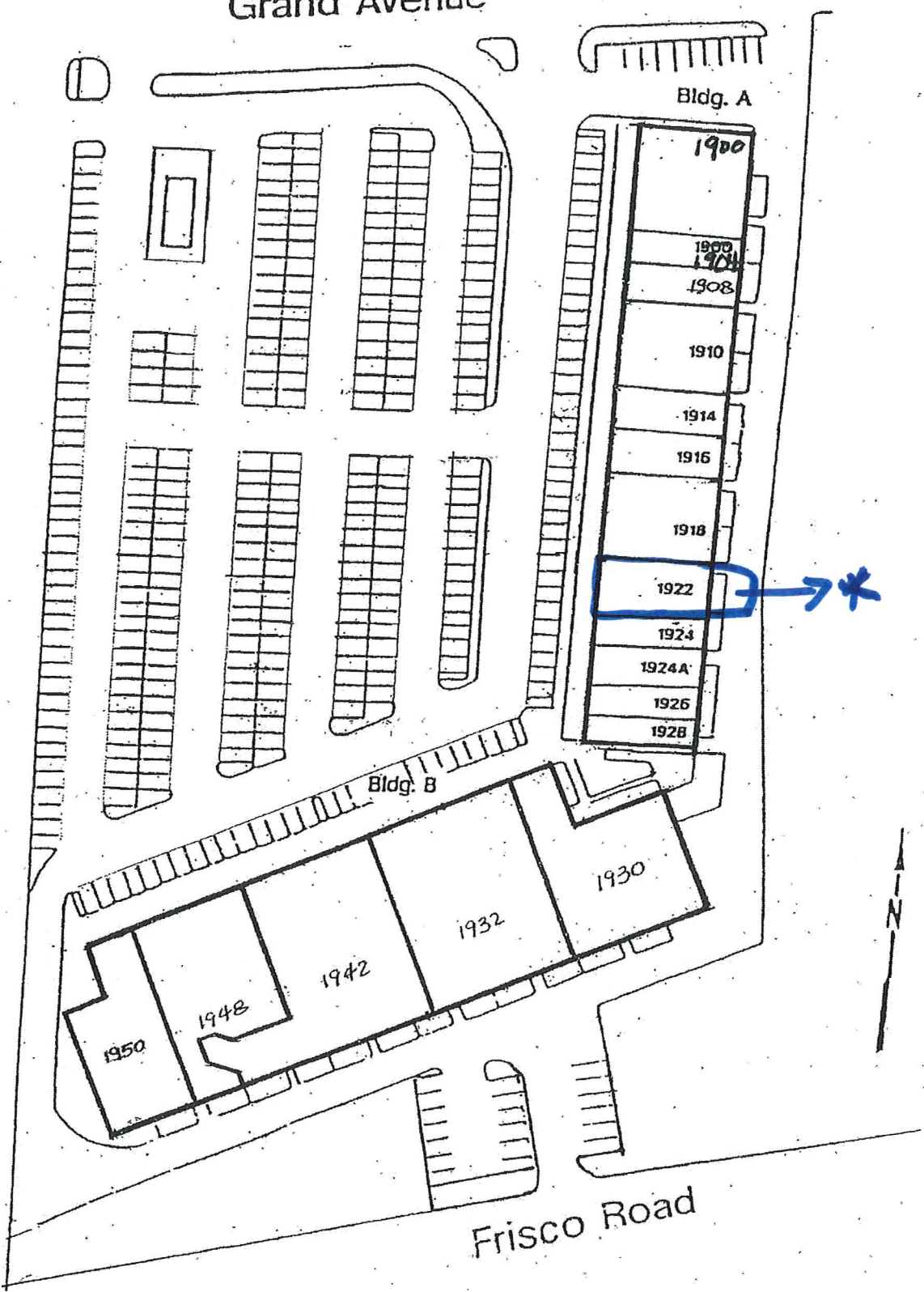
1948

1950

Frisco Road



JAMESTOWN PLAZA

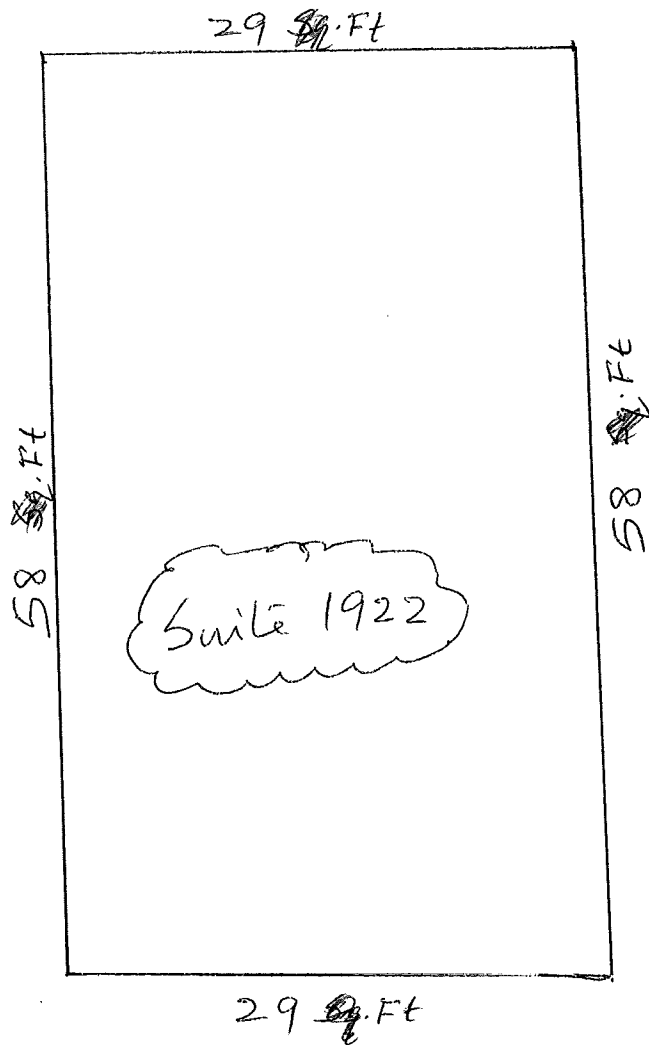


Jamestown Plaza

1900 North Grand Avenue, Sherman, TX 75090

Plan / Suite 1922

TOTAL Sq. Ft : 1682



Exterior Color : Black / Glass Windows.

Jamestown Plaza

1900 North Grand Avenue, Sherman, TX 75090

IS

SUN

LOA

FASTSIGNS

More than fast. More than signs.

1922

1924

PRÉSTAMOS

PRESTAMOS

PRESTAMOS

PRESTAMOS

DO YOUR TAXES

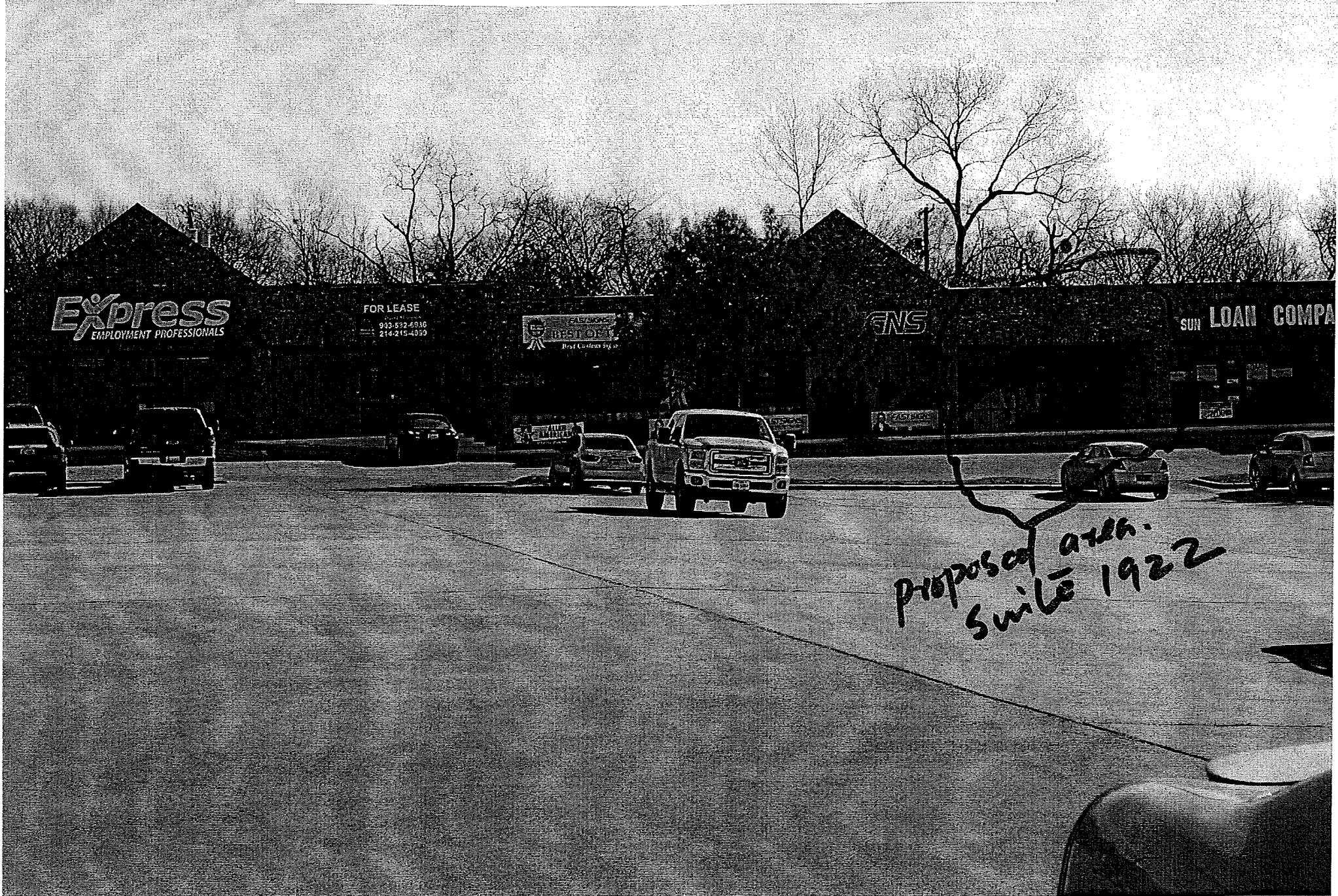
WITH SOMEONE YOU CAN TRUST AND GET UP TO \$1200

proposed location

1900 N. Grand Ave, Suite 1922

Jamestown Plaza

1900 North Grand Avenue, Sherman, TX 75090



STAFF REVIEW LETTER

January 12, 2017

Interproperty Holdings, Inc.
C Jay Ho
25 Highland Park Village #100-748
Dallas, TX 75205

Tom Joseph
382 Redstone Dr.
Sunnyvale, TX 75182

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow a liquor store in an M-1 (Light Manufacturing) District for the property located at 1922 North Grand Avenue has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 17, 2017 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the M-1 (Light Manufacturing) District, the Specific Use Permit and the sign ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. Shall comply with all City, Federal and State regulations for this use.
4. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt.
5. A parking space is considered to be 9'x20'.
6. Review the zoning and development ordinance for additional requirements.
7. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

Respectfully,

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

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

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Dir. Of Community and Support Services
Amber Doan, Engineering Coordinator



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

Agenda Item No. 14.

Meeting Date: 01/17/2017

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

1922 N. GRAND AVENUE

The request of Interproperty Holdings, Inc. (Owners), Tom Joseph, Grand Kera, Inc. (Applicant/Tenant) concerning the property located at 1922 North Grand Avenue, being 5.73 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

Planning and Zoning Commission

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

Background:

The property is located at 1922 North Grand Avenue in the Jamestown Plaza Shopping Center, between Texoma Parkway and Teague Drive. The property is zoned an M-1 (Light Manufacturing) District.

Sherman voters approved the legal sale of all alcoholic beverages in a local option election held on November 8, 2016, however, updates to the requirement for a Specific Use Permit to allow a liquor store in a Commercial or Manufacturing District was approved by the City Council on March 7, 2016 by Ordinance 5934. The owner of the this property is requesting a Specific Use Permit to allow a liquor store at this location.

Adjacent Zoning:

C-2 (General Commercial) District

M-1 (Light Manufacturing) District

Origination:

Interproperty Holdings, Inc. (Owners)
Tom Joseph, Grand Kera, Inc. (Applicant/Tenant)

Master Plan Designation:

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

Number of notices mailed:

9

Objections Received:

0

Attachments

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 4.

Meeting Date: 02/06/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6008

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Liquor Store in a C-1 (Retail Business) District, C-2 (General Commercial) District and O-1 (75 & 82 Overlay) District at 724 East Highway 82, being Lot 2, Block 1, 82-75 Addition (Douglass Distributing, Owner; and Sartin & Associates, Inc., Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of Douglass Distributing (Owner) and Sartin & Associates, Inc. (Surveyor) concerning the property located at 724 East Highway 82, being Lot 2, Block 1, 82-75 Addition for a Specific Use Permit to allow a liquor store in a C-1 (Retail Business) District, C-2 (General Commercial) District and O-1 (75 & 82 Overlay) District

Background:

The property is located at 724 East Highway 82, the southeast corner of U.S. Highways 75 and 82. The property is zoned a C-1 (Retail Business) District and a C-2 (General Commercial) District and is also located in the O-1 (75 & 82) Overlay District.

Sherman voters approved the legal sale of all alcoholic beverages in a local option election held on November 8, 2016; however, updates to the requirement for a Specific Use Permit to allow a liquor store in a Commercial or Manufacturing District were approved by the City Council on March 7, 2016 by Ordinance No. 5934. The owner of the this property is requesting a Specific Use Permit to allow a liquor store at this location.

Origination:

Douglass Distributing (Owner)
Sartin & Associates, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 17, 2017 regular meeting, the Planning and Zoning Board voted 8/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6008

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Elevations

Staff Review Letter

P&Z Communication

ORDINANCE NO. 6008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A LIQUOR STORE IN A C-1 (RETAIL BUSINESS) DISTRICT, C-2 (GENERAL COMMERCIAL) DISTRICT AND O-1 (75 & 82 OVERLAY) DISTRICT AT 724 EAST HIGHWAY 82, BEING LOT 2, BLOCK 1, 82-75 ADDITION (DOUGLASS DISTRIBUTING, OWNER; AND SARTIN & ASSOCIATES, INC., SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Douglass Distributing (Owner) and Sartin & Associates, Inc. (Surveyor) are granted a Specific Use Permit to allow a liquor store in a C-1 (Retail Business) District, C-2 (General Commercial) District and O-1 (75 & 82 Overlay) District at 724 East Highway 82, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 2, Block 1, 82-75 Addition

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, C-2 (General Commercial) District, the O-1 (75 & 82 Overlay) District, the Specific Use Permit and the sign ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. Shall comply with all City, Federal and State regulations for this use.
4. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt.
5. A parking space is considered to be 9'x20'.
6. Review the zoning and development ordinance for additional requirements.
7. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

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

CITY OF SHERMAN, TEXAS

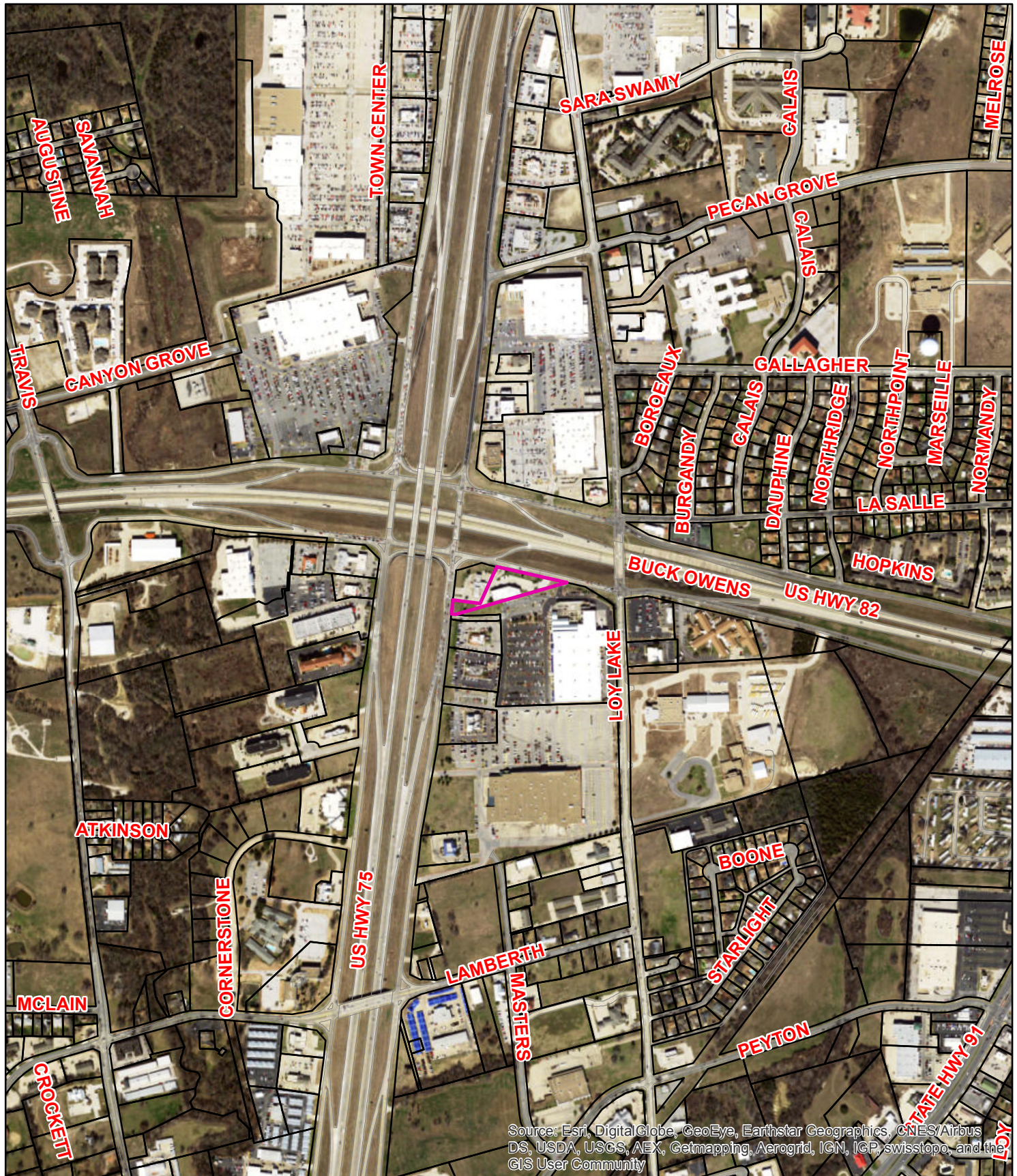
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

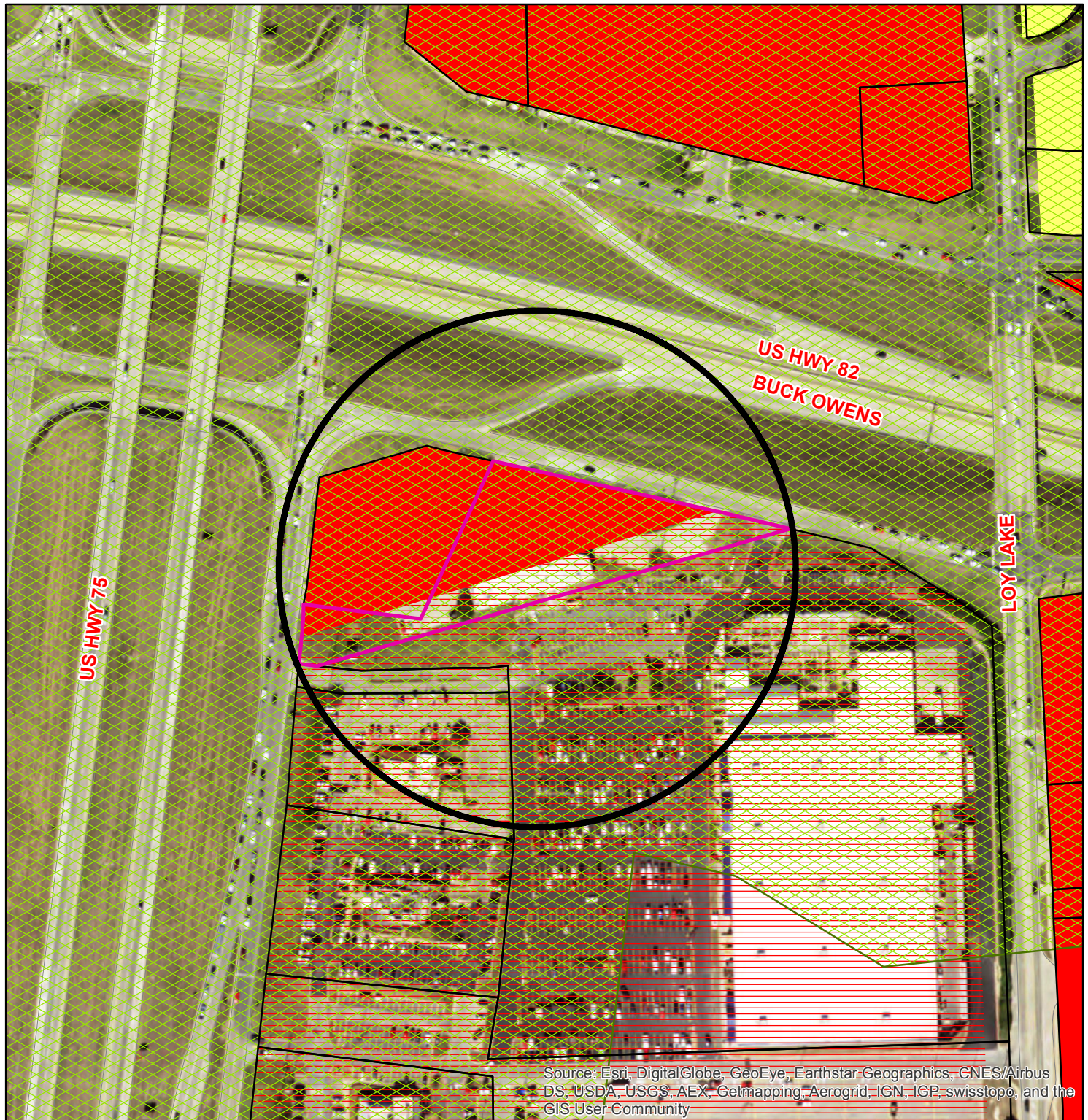


724 E. Highway 82



1 in = 800 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 724 E. Highway 82

Legend

Transportation Corridors Overlay

HWY_NAME

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay

DISTRICT_NAME

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

Zoning Districts

Representation: SHERM GIS.DBO.ZoningDistrict_Rep

Unknown

- BIP Black Industrial Park
- C-1 Retail Business District

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

Sherman
CLASSIC TOWN. BROAD HORIZON.



NOT TO SCALE

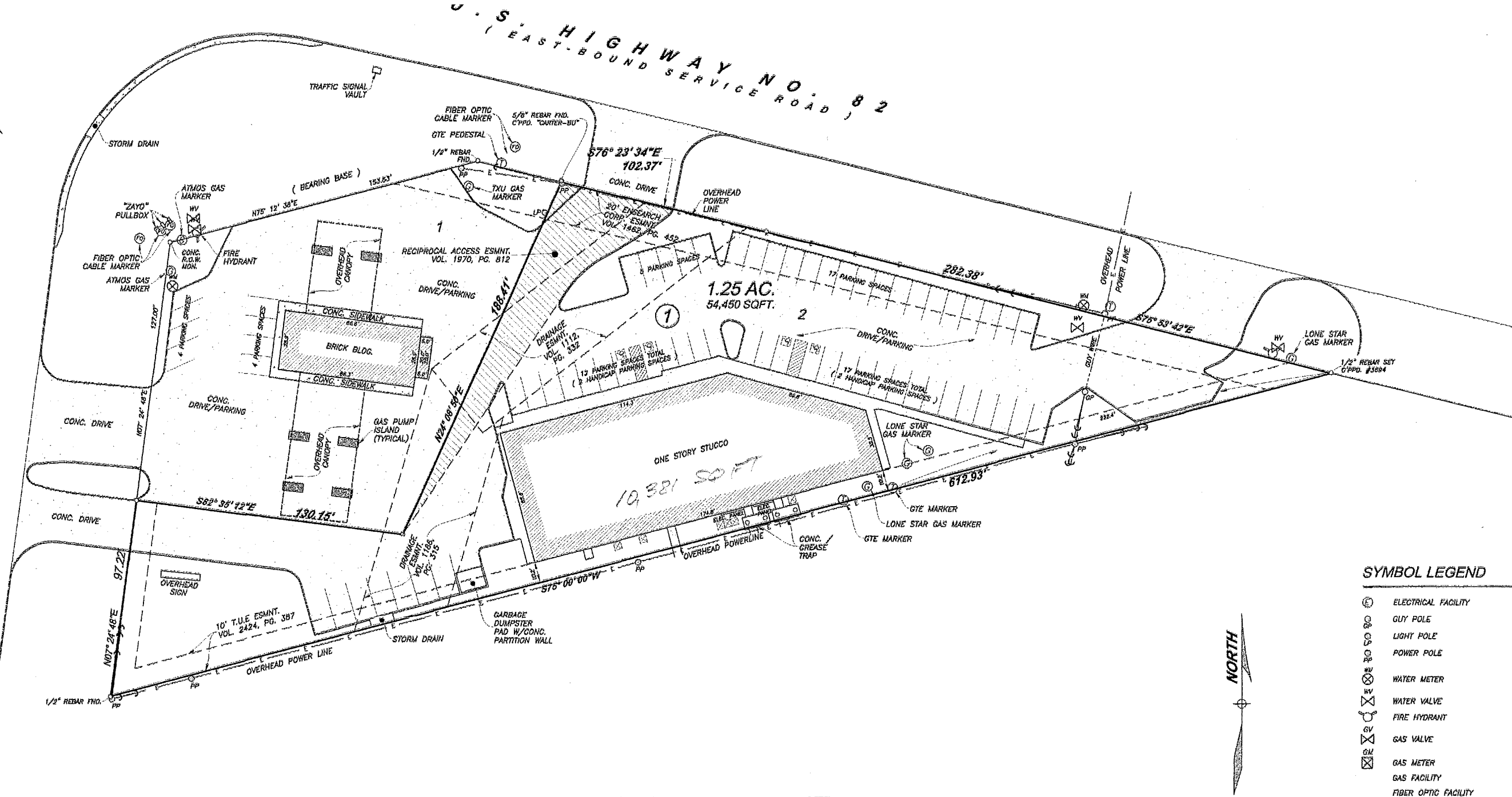
1 in = 200 ft

724 E. Highway 82



U.S. HIGHWAY NO. 75
(NORTH-BOUND SERVICE ROAD)

U.S. HIGHWAY NO. 82
(EAST-BOUND SERVICE ROAD)



SYMBOL LEGEND	
	ELECTRICAL FACILITY
	GUY POLE
	LIGHT POLE
	POWER POLE
	WATER METER
	WATER VALVE
	FIRE HYDRANT
	GAS VALVE
	GAS METER
	GAS FACILITY
	FIBER OPTIC FACILITY
	TELECOM FACILITY
	AIR CONDITIONER CONDENSER

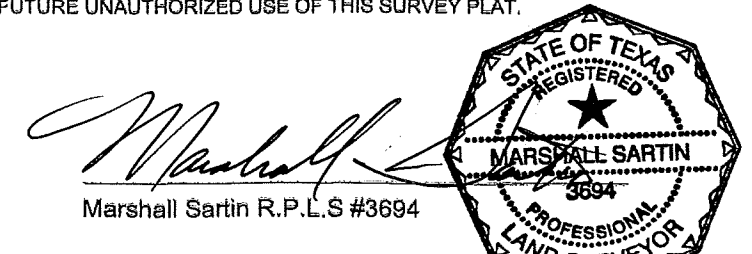
SURVEY FOR: W. DOUGLASS DISTRIBUTING, LTD.

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 7th day of March, 2016 of the following described property:

Lot TWO (2) of 82-75 ADDITION in Block ONE (1) to the City of Sherman, Texas as shown by plat of record in Volume 08, Pages 137 Plat Records, Grayson County, Texas.

That the Improvements located on said property are known as 738 EAST U.S. HIGHWAY NO. 82, SHERMAN, TX this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

THIS SURVEY PLAT WAS PREPARED FROM A SURVEY PERFORMED ON THE DATE SHOWN HEREON FOR THE CLIENT NAMED HEREINABOVE AND FOR THE TRANSACTION TAKING PLACE AT THE TIME OF THIS SURVEY. THIS SURVEY PLAT IS NOT TO BE USED IN CONNECTION WITH ANY FUTURE TRANSACTIONS WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE UNDERSIGNED SURVEYOR AND THE UNDERSIGNED SURVEYOR ACCEPTS NO LIABILITY FOR ANY FUTURE UNAUTHORIZED USE OF THIS SURVEY PLAT.



SARTIN & ASSOCIATES, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
FIRM Headquarters - #10081100
109 S. Travis • P.O. Box 1843 Sherman, TX 75091
Phone: (903)892-8003 • Fax: (903)868-2970 • Email: msartin@gccolsp.com





STAFF REVIEW LETTER

January 12, 2017

Douglass Distributing
325 E. Forest
Sherman, TX 75090

Sartin & Associates, Inc.
PO Box 1843
Sherman, TX 75091

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow a liquor store in a C-1 (Retail Business) District, C-2 (General Commercial) District and O-1 (75 & 82 Overlay) District for the property located at 724 East Highway 82 has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 17, 2017 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, C-2 (General Commercial) District, the O-1 (75 & 82 Overlay) District, the Specific Use Permit and the sign ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. Shall comply with all City, Federal and State regulations for this use.
4. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt.
5. A parking space is considered to be 9'x20'.
6. Review the zoning and development ordinance for additional requirements.
7. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

Respectfully,



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

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Don Keen, Asst. City Manager, TX 75091-1106 | 903-892-7229
Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Dir. Of Community and Support Services
Anna Doan, Engineering Coordinator | 903-892-7229
www.ci.sherman.tx.us



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

Agenda Item No. 8.

Meeting Date: 01/17/2017

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

724 E. HIGHWAY 82

The request of Douglass Distributing (Owner) and Sartin & Associates, Inc. (Surveyor) concerning the property located at 724 East Highway 82, being Lot 2, Block 1, 82-75 Addition, as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a liquor store in a C-1 (Retail Business) District, C-2 (General Commercial) District and O-1 (75 & 82 Overlay) District.

Background:

The property is located at 724 East Highway 82, the southeast corner of U.S. Highways 75 and 82. The property is zoned a C-1 (Retail Business) District and a C-2 (General Commercial) District and is also located in the O-1 (75 & 82) Overlay District.

Sherman voters approved the legal sale of all alcoholic beverages in a local option election held on November 8, 2016, however, updates to the requirement for a Specific Use Permit to allow a liquor store in a Commercial or Manufacturing District was approved by the City Council on March 7, 2016 by Ordinance 5934. The owner of the this property is requesting a Specific Use Permit to allow a liquor store at this location.

Adjacent Zoning:

C-1 (Retail Business) District

C-2 (General Commercial) District

Origination:

Douglass Distributing (Owner)

Sartin & 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:

2

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Elevations

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 5.

Meeting Date: 02/06/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6009

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Truck Repair, Storage, Rental and Office for Ryder Trucks and a General Contractor's Office and Storage Facility in a C-2 (General Commercial) District/O-1.1 (FM 1417 Overlay) District at 4613 North F.M. 1417 (Heritage Parkway), being 17.60 acres in the Alfred Humes Survey, Abstract No. 522 (Sapphire Group, LLC, Owners; Kyle Boothe, Representative; and Bluestone Drafting & Design, Designer); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of Sapphire Group LLC (Owners), Kyle Boothe (Representative), and Bluestone Drafting & Design (Designer) concerning the property located at 4613 North F.M. 1417 (Heritage Parkway), being 17.60 acres in the Alfred Humes Survey, Abstract No. 522, for a Specific Use Permit to allow truck repair, storage, rental and office for Ryder Trucks and a General Contractor's Office and storage facility in a C-2 (General Commercial) District/O-1.1 (FM 1417 Overlay) District

Background:

The property is located at 4613 North F.M. 1417 (Heritage Parkway) between U.S. Highway 82 and Plainview Road; Texas Electric Utilities was one of the previous tenants. It was used as their main construction offices, storage warehouses, assembly shops, communications center and fleet maintenance shops. The metal buildings on the property were specifically designed for each of the above mentioned uses and make up approximately 26,000 square foot of space. The property is zoned a C-2 (General Commercial) District and is also located in the O-1.1 (FM 1417 Overlay) District. The owners are requesting a Specific Use Permit for Ryder Trucks for truck repair, storage, rental, and office. Bluestone Partners would also like to keep the professional office to be used as a general contractor's office and storage facility.

Origination:

Sapphire Group LLC (Owners)

Kyle Boothe (Representative)

Bluestone Drafting & Design (Designer)

Financial Consideration:

None

Staff Recommendation:

At the January 17, 2017 regular meeting, the Planning and Zoning Board voted 8/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6009

Location Map

Zoning Map

Zoning Sign Photo

Narrative

Site Plan

Elevations

Staff Review Letter

P&Z Communication

ORDINANCE NO. 6009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW TRUCK REPAIR, STORAGE, RENTAL AND OFFICE FOR RYDER TRUCKS AND A GENERAL CONTRACTOR'S OFFICE AND STORAGE FACILITY IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1.1 (FM 1417 OVERLAY) DISTRICT AT 4613 NORTH F.M. 1417 (HERITAGE PARKWAY), BEING 17.60 ACRES IN THE ALFRED HUMES SURVEY, ABSTRACT NO. 522 (SAPPHIRE GROUP, LLC, OWNERS; KYLE BOOTHE, REPRESENTATIVE; AND BLUESTONE DRAFTING & DESIGN, DESIGNER); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Sapphire Group, LLC (Owners), Kyle Boothe (Representative) and Bluestone Drafting & Design (Designer) are granted a Specific Use Permit to allow truck repair, storage, rental and office for Ryder Trucks and a General Contractor's Office and storage Facility in a C-2 (General Commercial) District/O-1.1 (FM 1417 Overlay) District at 4613 North FM 1417 (Heritage Parkway), and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, being a part of the Alfred Hume Survey, Abstract No. 522, the Benjamin Survey, Abstract No. 21, being all of a 10.000 acre tract of land conveyed by Michael C. McRae, and Phillip J. McRae to David Estes,

et ux by deed dated July 31, 1984, recorded in Volume 1708, Page 101, Deed Records, Grayson County, Texas, being a part of a 13.15 acre tract of land described first in deed from Freels Family Limited Partnership, and Joe H. Stout Family Limited Partnership to Estes Properties, Inc., dated March 22, 2000, recorded in Volume 2907, Page 701, Official Public Records, Grayson County, Texas, and being a part of a 119.69 acre tract of land conveyed by Lyle H. Jeans, II to Estes Properties, Inc. by deed dated May 23, 2000, recorded in Volume 2939, Page 154, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a found ½ inch rebar maintaining the Northwest corner of said 10.000 acre tract, the Southwest corner of a 19.361 acre tract of land described in Tract II in deed from Charles Munson to James W. Langford, Trustee, dated August 15, 1985, recorded in Volume 1764, Page 738, Deed Records, Grayson County, Texas, on the East right-of-way line of F.M. Highway No. 1417;

THENCE North 89 deg. 45 min. 57 sec. East, with the North line of said 10.00 acre tract, the South line of said 19.361 acre tract, passing its Southeast corner, the Southwest corner of a 10.000 acre tract of land described first in said deed to James W. Langford, Trustee, recorded in Volume 1764, Page 738, and continuing with the South line of said Langford 10.000 acre tract for a total distance of 1224.89 feet to a found 3/8 inch rebar maintaining the Northeast corner of said Estes 10.000 acre tract, the Southeast corner of said Langford 10.000 acre tract the East line of said Hume Survey, a West line of both said Atchison Survey, and 119.69 acre tract;

THENCE South 01 deg. 58 min. 54 sec. West, with the East line of both said Estes 10.000 acre tract, and Hume Survey, a West line of both said Atchison Survey, and 119.69 acre tract, at a distance of 372.73 feet passing the Southeast corner of both said Estes 10.000 acre tract, and Hume Survey, and ell corner of both said Atchison Survey, and 119.69 acre tract, and continuing for a total distance of 774.87 feet to a set ½ inch rebar;

THENCE South 84 deg. 30 min. 36 sec. West, at a distance of 408.27 feet passing the East end of a chain link fence, and continuing with the general line of said chain link fence, passing a West line of both said Atchison Survey, and 119.69 acre tract, the East line of both said 13.15 acre tract, and Hutson Survey, and continuing for a total distance of 657.03 feet to a chain link fence corner post;

THENCE North 04 deg. 08 min. 41 sec. West, with the general line of a chain link fence, a distance of 362.41 feet to a chain link fence corner post;

THENCE North 89 deg. 05 min. 35 sec. West, with the general line of a chain link fence, a distance of 384.62 feet to a chain link fence corner post on the West line of said 13.15 acre tract, the East right-of-way line of said F.M. Highway No. 1417;

THENCE in a Northwesterly direction with the East right-of-way line of said F.M. Highway No. 1417, the West line of said 13.15 acre tract, and with a curve to the right

having a radius of 5669.57 feet, (chord bears North 16 deg. 00 min. 19 sec. West, 483.46 feet), passing the Northwest corner of said 13.15 acre tract, the North line of said Hutson Survey, the South line of said Hume Survey, the Southwest corner of said 10.000 acre tract, and continuing for a total distance of 483.60 feet to the **PLACE OF BEGINNING, and containing 17.60 ACRES OF LAND more or less.....**

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the O-1.1 (FM 1417 Overlay) District, sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Masonry or equivalent shall be required on the sides of all commercial buildings unless an exception is granted.
3. A parking space is considered to be 9'x20'.
4. All parking shall be on private property and shall not encroach into FM 1417 (Heritage Parkway) right-of-way.
5. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
6. Shall comply with all EPA, City, Federal and State regulations for this use.
7. No outside storage of materials or dismantled vehicles, wrecks or parts is allowed.
8. Violation of the conditions of the SUP will terminate the Specific Use Permit.
9. Review the zoning and development ordinance for additional requirements.
10. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

11. New drive approaches must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
12. New drive approaches shall be approved with TXDOT.
13. Parking will be permitted on private property only.
14. Parking will be permitted on improved surfaces only.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

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

CITY OF SHERMAN, TEXAS

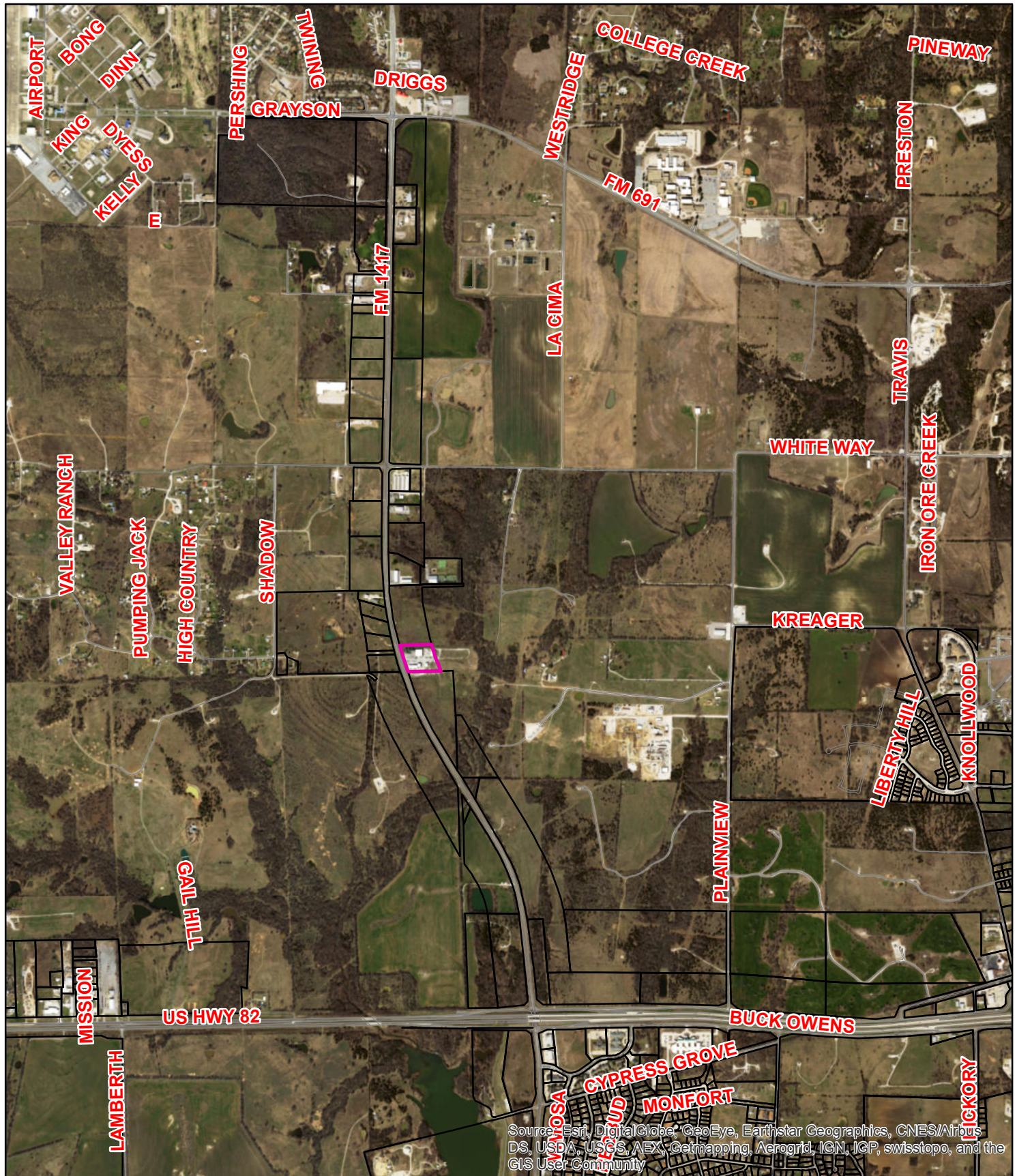
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



4613 N. FM 1417 (Heritage Parkway)



1 in = 2,000 ft



1 in = 400 ft

4613 N. FM 1417 (Heritage Parkway)



Bluestone Partners, LLC.

4708 N. FM 1417

Sherman, TX 75092

903-813-1415

12/22/16

Planning & Zoning Commission Members

City of Sherman

220 W. Mulberry St.

Sherman, TX 75090

Dear Planning & Zoning Commission Members,

Please review the following comments concerning the potential use of the property at 4613 N. FM 1417. This facility falls within the O-1.1 (F.M. Highway 1417) Overlay District. The property is currently owned by Sapphire Group, LLC. Sapphire is made up of 36 investors, of which 30 are local to the Sherman area. It is by their request that we are seeking specific use permits to allow for tenants to continue uses that the facility was originally designed for. Bluestone, as managers of the facility, would like to do this in such a way that will not be cost prohibitive, but will allow us to improve the property from its current condition. By doing so, we believe that it will improve the area aesthetically and help bring industry and jobs to the city.

Previously, this facility was owned by Texas Electric. It was used as their main construction offices, storage warehouses, assembly shops, communications center, and fleet maintenance shops. The metal buildings on the property were specifically designed for each of the above mentioned uses and make up about 26,000 SF of space. There are no neighboring improvements (residential or commercial) on the surrounding properties. The entrance to this facility are marked with TXDOT signs which read "Plant Entrance" for north and south traveling traffic.

We are requesting a Specific Use Permit for multiple tenants that are interested in leasing buildings on the property. The first, Ryder Trucks, has leased a location on Texoma Parkway since the late 70's. Their facility now is less than ideal and does not reflect the standard of quality Ryder is known internationally for. Bluestone has represented Ryder in their search for a new facility over the past year. When Sapphire Group's property came available Ryder realized it was a good option and needs to make a decision to stay in Sherman or not. Their use would be truck repair, storage, rental, and office. Bluestone would also like to keep the professional office to be used as a General Contractor's office and

storage facility. There has also been serious interest from IT companies, lumber wholesale distributors, RV repair, and landscaping companies.

We have read and are familiar with the requirements of the 1417 Overlay district in regards to building design, placement, landscaping, screening, and uses. Many of these requirements directly relate to new construction and development. Bluestone is pleased with the requirements as they dictate design features and uses along F.M. 1417, but do not think it should be applied word for word to an existing facility of this size or location. If this property were held to the standards of the overlay district the following list would not meet the requirements:

- Metal roofs of 26,000+SF are not standing seam metal
- Would not contain four of the Architectural Features List for each building
- 85% masonry on each building (which would account for approximately 40,000 sq. ft. of already existing façade)
- Possible Screening on a large 17 acre tract with no neighbors
- Parking (This property has a variance allowing parking on gravel)

After the original owner discontinued occupying the property tenants included Willbros Utility T&D and Plains All American Pipeline. Plains All American Pipeline is a multi-billion dollar, publicly traded company that had the responsibility for the maintenance of the property. They neglected this responsibility for years and it has negatively affected the 17 acre facility. Sapphire Group has a history of improving properties in Sherman, specifically along F.M. 1417. A few of their past and current projects include the remodel and operation of Traditions Assisted Living & Memory Care, Overland Office Park, and now Heritage Row Townhomes on Woods St. Sapphire's goal is to bring the property to a "like new" condition. Much maintenance has already been completed and the property has improved drastically. There are still plans to repair fences, gates, overhead doors, exterior lighting, improve current landscaping and add additional trees and bushes, additional cleaning, new paint, and continued maintenance.

Sapphire Group would like to move forward in a way that would allow for flexibility for multiple tenants on the property. We greatly value any advice from the commission members that may help to remedy the potential for this type of red tape. It is inherently difficult for potential tenants to commit to a property where many uses are prohibited without great effort and cost for approval. We look forward to discussing this further with each of you and welcome any questions or potential concerns you may have.

Sincerely,

Barry Boothe

Director of Real Estate

Bluestone Partners, LLC.



STAFF REVIEW LETTER

January 12, 2017

Sapphire Group, LLC
4708 N. FM 1417 (Heritage Parkway)
Sherman, TX 75092

Kyle Boothe
4708 N. FM 1417 (Heritage Parkway)
Sherman, TX 75092

Dear Applicants,

The request for a Specific Use Permit to allow truck repair, storage, rental and office for Ryder Trucks and a General Contractor's Office and storage Facility in a C-2 (General Commercial) District/O-1.1 (FM 1417 Overlay) District for the property located at 4613 North FM 1417 (Heritage Parkway) has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 17, 2017 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the O-1.1 (FM 1417 Overlay) District, sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Masonry or equivalent shall be required on the sides of all commercial buildings unless an exception is granted.
3. A parking space is considered to be 9'x20'.
4. All parking shall be on private property and shall not encroach into FM 1417 (Heritage Parkway) right-of-way.
5. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
6. Shall comply with all EPA, City, Federal and State regulations for this use.
7. No outside storage of materials or dismantled vehicles, wrecks or parts is allowed.
8. Violation of the conditions of the SUP will terminate the Specific Use Permit.
9. Review the zoning and development ordinance for additional requirements.
10. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

11. New drive approaches must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
12. New drive approaches shall be approved with TxDOT.
13. Parking will be permitted on private property only.
14. Parking will be permitted on improved surfaces only.

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

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

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

Respectfully,



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

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

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Dir. Of Community and Support Services
Amber Doan, Engineering Coordinator



Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 16.

Meeting Date: 01/17/2017

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

4613 N. FM 1417 (HERITAGE PARKWAY)

The request of Sapphire Group LLC (Owners), Kyle Boothe (Representative) and Bluestone Drafting & Design (Designer) concerning the property located at 4613 N. FM 1417 (Heritage Parkway), being 17.60 in the Alfred Humes Survey, Abstract No. 522, as follows:

Board of Adjustments

Exception under Ordinance No. 2280, Section 6.8.1, Subsection (4)(b) to allow the existing metal buildings in lieu of the required masonry in a C-2 (General Commercial) District/O-1.1 (FM 1417 Overlay) District.

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow truck repair, storage, rental and office for Ryder Trucks and a General Contractor's Office and storage Facility in a C-2 (General Commercial) District/O-1.1 (FM 1417 Overlay) District.

Background:

The property is located at 4613 North FM 1417 (Heritage Parkway) between U.S. Highway 82 and Plainview Road; Texas Electric Utilities was one of the previous tenants; it was used for their main construction offices, storage warehouses, assembly shops, communications center and fleet maintenance shops. The metal buildings on the property were specifically designed for each of the above mentioned uses and make up approximately 26,000 square foot of space. The property is zoned a C-2 (General Commercial District and is also located in the O-1.1 (FM 1417 Overlay) District. The owner is requesting a Specific Use Permit for Ryder Trucks for truck repair, storage, rental, and office. Bluestone Partners would also like to keep the professional office to be used as a General Contractor's Office and storage facility.

Adjacent Zoning:

C-2 (General Commercial) District
R-1 (One Family Residential) District

Origination:

Sapphire Group LLC (Owners)
Kyle Boothe (Representative)
Bluestone Drafting & Design (Designer)

Master Plan Designation:

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

Number of notices mailed:

5

Objections Received:

0

Attachments

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 6.

Meeting Date: 02/06/2017

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 6005, 6006, 6007, 6008 and 6009

Issue:

- C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6005**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Auction House in a C-2 (General Commercial) District/Central Business District at 316 West Lamar Street, being Lot 11 and the West 35' of Lot 9, Block 1, A.R. Loving's Addition (Los Hermanos Partnership, LLC, Owners; Doug Smith and Teresa Jacoby, Applicants; and North Texas Auction Company, Tenant); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- C. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6006**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Solar Energy Facility in an R-1 (One Family Residential) District in the 900-2000 blocks of West Moore Street, being 112.6372 acres in the Elizabeth Jones Survey, Abstract No. 625 (SSCGC, LLC, Owners; Shane Shields, Representative; and Cypress Creek Renewables, Solar Company); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- C. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6007**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Liquor Store in an M-1 (Light Manufacturing) District at 1922 North Grand Avenue, being 5.73 acres in the J.B. McAnair Survey, Abstract No. 763 (Interproperty Holdings, Inc., Owner; and Tom Joseph, Grand Kera, Inc., Applicant/Tenant); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

C. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6008

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Liquor Store in a C-1 (Retail Business) District, C-2 (General Commercial) District and O-1 (75 & 82 Overlay) District at 724 East Highway 82, being Lot 2, Block 1, 82-75 Addition (Douglass Distributing, Owner; and Sartin & Associates, Inc., Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

C. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6009

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Truck Repair, Storage, Rental and Office for Ryder Trucks and a General Contractor's Office and Storage Facility in a C-2 (General Commercial) District/O-1.1 (FM 1417 Overlay) District at 4613 North F.M. 1417 (Heritage Parkway), being 17.60 acres in the Alfred Humes Survey, Abstract No. 522 (Sapphire Group, LLC, Owners; Kyle Boothe, Representative; and Bluestone Drafting & Design, Designer); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 7.

Meeting Date: 02/06/2017

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

D. 8. * RESOLUTION NO. 6187

Authorizing Execution of an Agreement with Elizabeth Ann West for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 715 North Elm Street

E. 1. * REQUEST TO ADVERTISE

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

F. 1. * OTHER BUSINESS

Consider Request of Sherman Downtown NOW (formerly Downtown Sherman Preservation & Revitalization) to Temporarily Close Certain Streets for "Craft the Night Away" on Saturday, April 8, 2017

F. 2. * OTHER BUSINESS

Replat Approval of Hickory Estates, being Lots 1-6, Hickory Estates, containing 1.306 acres in the J.B. McAnair Survey, Abstract No. 763; Joe Gilbert Construction, LLC, Owner; Cross Engineering Consultants, Civil Engineer; and Preston Trail Land Surveying, Surveyor (3000-3100 blocks of North Hickory Street)

F. 3. * OTHER BUSINESS

Replat Approval of Part of Lots 20 and 21, Mayhew's Second Supplement, being 0.41 acres in the Samuel Blagg Survey, Abstract No. 56 and being a Part of Lots 20 and 21 in Mayhew's Second Supplement; Landmark Bank, Owners; and Underwood Drafting and Surveying, Surveyor (1518 South Austin Street)

F. 4. * *OTHER BUSINESS*

Final Plat Approval of The Oaks of Norwood, being 17.500 acres in the Fielding Bacon Survey, Abstract No. 120, the William Thompson Survey, Abstract No. 1209, and the Elijah Hartzog Survey, Abstract No. 540; Norberto and Lisa Galarza, Jeff Hill and Lester W. Vance, LLC, Owners; and Underwood Drafting and Surveying, Surveyor (3000-3100 blocks of West Lamberth Road and 2200 block of Norwood Street)

F. 5. * *OTHER BUSINESS*

Replat Approval of Lot 1, Block 2, Independence Square Addition, Section Three, being 1.624 acres in the J.B. McAnair Survey, Abstract No. 763, and being All of Lot 1, Block 2, Independence Square Addition, Section Three, containing 14.472 acres; Post Oak Liquidating Trust, Owners; and Underwood Drafting & Surveying, Surveyor (2000-2200 blocks of North Travis Street and North U.S. Highway 75)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 02/06/2017

Prepared By: Steve Ayers, Director of Public Services

Approved By: Robby Hefton, City Manager

Caption:

JOINT RESOLUTION NO. 6180

A Joint Resolution of the Board of Trustees of the Sherman Independent School District and the City Council of the City of Sherman, Texas, Adopting an Interlocal Cooperative Agreement for the Lease of Veteran's Field at Fairview Park

Issue:

To consider adoption of an Interlocal Cooperative Agreement with the Sherman Independent School District (SISD) for the lease of Veteran's Field at Fairview Park and its surrounding parking areas, public restrooms, bleachers and scoreboards for preseason, district, and district play-off baseball practices and games

Background:

City staff has been working with SISD staff on arrangements for SISD to continue using Veteran's Field for the school's high school baseball program. In the past, the City has provided many services related to repairs and maintenance, field preparation, utilities, etc. This arrangement turns management and maintenance of the field over to SISD for their exclusive use, with SISD to bear the costs for use and upkeep of the facilities. This will be of great benefit to the City by reducing costs of utilities, maintenance, personnel, etc. that the City has been paying up to this point. It will also free up City Grounds Maintenance staff time that will be utilized in other areas of the City's parks system.

The agreement is for a term of about five years, with an option by either party to cancel at any time during the term, with appropriate notice, of course.

Origination:

SISD and City of Sherman

Financial Consideration:

Annually, the City will recognize a substantial direct and indirect cost savings as a result of this agreement, savings of which is estimated to exceed \$20,000.00. There will be a nominal fee received from SISD as a part of this arrangement.

Staff Recommendation:

It is the staff's recommendation that the Sherman City Council approve the attached Interlocal Cooperative Agreement with SISD for the five-year lease of Veteran's Field at Fairview Park.

Alternatives:

As may be directed by the Sherman City Council

Attachments

Joint Resolution No. 6180

Interlocal Cooperative Agreement

Aerial Location Map

JOINT RESOLUTION NO. 6180

A JOINT RESOLUTION OF THE BOARD OF TRUSTEES OF THE SHERMAN INDEPENDENT SCHOOL DISTRICT AND THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING AN INTERLOCAL COOPERATIVE AGREEMENT FOR THE LEASE OF VETERAN'S FIELD AT FAIRVIEW PARK; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman, Texas, owns the public park named Fairview Park;
and

WHEREAS, the Sherman Independent School District would like to lease Veteran's Field at Fairview Park and its surrounding parking areas, public restrooms, bleachers and scoreboards during the period of January 2017 through May 2022 for preseason, district, and district play-off baseball practices and games; and

WHEREAS, the City of Sherman and the Sherman Independent School District wish to enter into an Interlocal Cooperative Agreement permitting such lease agreement;

NOW, THEREFORE, BE IT JOINTLY RESOLVED BY THE BOARD OF TRUSTEES OF THE SHERMAN INDEPENDENT SCHOOL DISTRICT AND THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That David Plyler, Mayor of the City of Sherman, Texas, and Tim Millerick, President of the Board of Trustees of the Sherman Independent School District, are hereby authorized and directed to execute an Interlocal Cooperative Agreement for the lease of Veteran's Field at Fairview Park, pursuant to the terms and provisions of said Interlocal Cooperative Agreement in the same or similar form as the agreement attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED BY THE CITY OF SHERMAN on this the ____ day of _____, 2017.

PASSED AND APPROVED BY THE SHERMAN INDEPENDENT SCHOOL DISTRICT on this the _____ day of _____, 2017.

**SHERMAN INDEPENDENT SCHOOL
DISTRICT**

CITY OF SHERMAN, TEXAS

BY: _____
TIM MILLERICK,
BOARD PRESIDENT

BY: _____
DAVID PLYLER,
MAYOR

ATTEST:

ATTEST:

BY: _____
LYNN MITCHUSSON,
BOARD SECRETARY

BY: _____
LINDA ASHBY,
CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

**INTERLOCAL COOPERATIVE AGREEMENT
BY AND BETWEEN
THE CITY OF SHERMAN
AND THE SHERMAN INDEPENDENT SCHOOL DISTRICT**

THIS AGREEMENT is entered into on the _____ day of February, 2017, by and between the **CITY OF SHERMAN, TEXAS**, hereinafter referred to as “CITY” and the **SHERMAN INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as “SISD”, political subdivisions under the State of Texas. All payments made under this agreement will be paid from current revenue available to the paying party.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the premises and in compliance with and pursuant to the provisions, terms and conditions of Section 791 of the Texas Government Code, and other laws applicable thereto, CITY and SISD do hereby contract and agree as follows:

1. CITY and SISD will participate in an Interlocal cooperative program with each other for the lease of Veteran’s Field at Fairview Park at a lease payment of One Dollar and No Cents (\$1.00) per year.
2. CITY and SISD will designate an appointee to act under the direction of and on behalf of each of the contracting parties hereto in relation to the Interlocal cooperative program, with such persons being authorized agents of each of the respective parties hereto.
3. CITY does hereby authorize SISD to use Veteran’s Field at Fairview Park and its surrounding parking areas, public restrooms, bleachers and scoreboards.
4. CITY and SISD agree that any permanent structures added to the facility by SISD and/or SISD Athletic Booster Clubs shall be presented to CITY for approval prior to implementation and/or construction and shall become the property of CITY, under its control and operation.
5. CITY and SISD agree upon an effective date of January 2017 through May 2022, with an option to terminate earlier, wherefore SISD will have full use of the facilities year round during the term of this agreement. CITY reserves the right to schedule said facilities when not in use by SISD.
6. CITY will have the following rights, duties and obligations:
 - a. CITY will, at its own expense, keep and maintain the facilities in a good and usable condition;
 - b. CITY will provide keys to SISD staff for designated ball fields and all associated amenities;

- c. CITY will provide AN EMERGENCY PHONE LIST of CITY staff to SISD;
 - d. SISD will be responsible for electricity, water, sewer and waste disposal utility expenses.
- 7. SISD will maintain in a good and usable condition the infield and all turf areas in the outfield to include mowing, weed control, fertilizing and herbicide spraying as allowed by its budget, and will be the sole judge of the acceptability of such maintenance.
 - 8. SISD will be responsible for the maintenance of all irrigation systems and the watering of the infield (dirt/turf) and outfield (turf).
 - 9. CITY will be responsible for the maintenance of area and ball field lighting systems, including scoreboards.
 - 10. CITY will maintain all bleachers, dug-outs, backstops, fences and gates in a safe, secure and functional condition.
 - 11. SISD will provide, install and maintain home plate, pitching rubbers and bases.
 - 12. SISD will be responsible for the maintenance of any and all sound systems.
 - 13. SISD will service and maintain cleanliness of restroom facilities prior to each scheduled game; and will share responsibility with the CITY in servicing restrooms during SISD events.
 - 14. Outside of the fenced area, CITY will provide appropriate litter receptacles and the emptying of these receptacles. Any litter receptacles inside the fenced area will be the responsibility of SISD.
 - 15. SISD reserves the right to appoint concession operator(s) as necessary.
 - 16. SISD will have the following rights, duties and obligations:
 - a. SISD will pay the CITY a fee of One Dollar and No Cents (\$1.00) for the lease of Veteran's Field, to be paid during the month of May during the five-year term of this agreement;
 - b. SISD has the sole responsibility and obligation for ensuring that the field and equipment are in a safe, usable condition, suitable for play, immediately before the start of any practice and/or game, continuing and during the play of such practice and/or game, and shall immediately stop play when such play can not be conducted safely for any reason, including, but not limited to, the condition of the grounds, equipment or weather;
 - c. SISD will not sub-lease the facilities without prior notice to the CITY;

- d. SISD will comply with all Federal, State and Local Laws;
 - e. SISD will provide CITY an official schedule of all scheduled games to be held at the facilities as soon as it is available and no later than one (1) month before the first scheduled game;
 - f. SISD will provide an EMERGENCY CONTACT PHONE LIST of SISD staff to CITY.
- 17. SISD will ensure that all secured areas remain locked or are relocked at the completion of each practice and/or game.
 - 18. SISD will only use athletic field lights directly associated with the contracted facility. When play concludes, SISD will be responsible for ensuring that lights are turned off. Athletic field lights will not be turned on before dark unless atmospheric conditions create a condition necessitating lights for safe use of the field.
 - 19. SISD will be responsible for daily collection and policing of all litter on the facilities to include playing areas, dug-outs, fences, backstops, bleachers and adjacent grounds within the complex.
 - 20. SISD will be responsible for opening all necessary entrances prior to scheduled practices/games, and for closing/locking all entrances at the completion of all scheduled practices/games.
 - 21. SISD will seek the CITY Parks and Recreation Department's permission before using any other facilities within the parks.
 - 22. SISD will be prohibited from installing permanent signs of any kind at the facilities or within the park without prior approval from CITY Parks and Recreation Department.
 - 23. SISD will accept responsibility for any and all costs, damages, or expenses arising from any accident or other occurrence to persons or property on the premises belonging to CITY which occurs while SISD has control of the subject premises and which are attributable to the negligence of SISD or its employees.
 - 24. SISD will be solely responsible for any additional security at the premises during scheduled games.
 - 25. SISD is responsible for obtaining its own general liability insurance; and the CITY shall be named as additional insured on SISD policies covering the use of the CITY facilities.
 - 26. INDEMNIFICATION. SISD agrees to defend, indemnify and hold harmless the CITY and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way

arising out of, related to, or resulting from the usage of Veteran's Field at Fairview Park by SISD, or caused by the negligent act or omission of SISD, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties. In addition, this indemnification and hold harmless shall apply to any imputed or actual joint enterprise liability.

27. Notwithstanding anything to the contrary herein, the final agreement must be approved by the Sherman City Council and signed by the Mayor and approved by the SISD Board of Trustees and signed by the Board President. This final agreement will not be binding until so approved and signed. Further, this agreement will only become effective upon mutual passage by resolution or lawful act of each of the governing bodies and execution thereof.
28. This agreement may not be terminated, amended or altered in any manner without sixty (60) days prior written notice to the other party.
29. This agreement does not waive any governmental or other immunity otherwise available to either party hereto, nor does it create any right or cause of action by persons or entity not a party hereto.

**SHERMAN INDEPENDENT SCHOOL
DISTRICT**

CITY OF SHERMAN, TEXAS

BY: _____
Tim Millerick, Board President

BY: _____
David Plyler, Mayor

ATTEST:

ATTEST:

BY: _____
Lynn Mitchusson, Board Secretary

BY: _____
Linda Ashby, City Clerk

APPROVED AS TO FORM:

BY: _____
Brandon S. Shelby, City Attorney



Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090

Veterans Field Fairview Park

1 inch = 200 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 2.

Meeting Date: 02/06/2017

Prepared By: Steve Ayers, Director of Public Services

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6181

Awarding a Bid to and Authorizing Execution of an Agreement with Schmoldt Construction, Inc., as Construction Manager-at-Risk (CMAR) for Renovations to the Sherman Public Library

Issue:

Awarding of services for Construction Manager-at-Risk for Sherman Public Library Renovations

Background:

The City of Sherman Library facility was built in 1973; and the original building has not undergone any significant renovations or improvements during that period. A Master Plan Study determined that the Library is in need of a significant renovation and streamlining of services. At the August 15, 2016 meeting, the City Council awarded a contract to Hidell & Associates Architects, Inc. concerning the design, construction, and procurement of these renovations and improvements.

At the October 17, 2016 meeting, the City Council approved a request to advertise for a Construction Manager-at-Risk (CMAR), which resulted in two responses. Based upon specific scoring criteria included in the bid solicitation, City staff recommends awarding to Schmoldt Construction, Inc., of Celina, Texas. As CMAR, Schmoldt Construction, Inc. will assume the risk of the construction/remodel of the facility at a guaranteed maximum price.

Origination:

City Manager's Office

Financial Consideration:

The fee for professional CMAR services will be 3.75% of the Construction Phase total cost, which is estimated at about \$60,000.00 and is included in funding available in the Capital Improvement Program Fund for this project.

Staff Recommendation:

It is recommended that the contract with Schmoldt Construction, Inc. for professional CMAR services relating to the Library renovations be approved.

Alternatives:

Those as may be directed by the City Council.

Attachments

Resolution No. 6181

Agreement between Owner and Construction Manager as Constructor

Aerial Location Map

RESOLUTION NO. 6181

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH SCHMOLDT CONSTRUCTION, INC., AS CONSTRUCTION MANAGER-AT-RISK (CMAR) FOR RENOVATIONS TO THE SHERMAN PUBLIC LIBRARY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Agreement with Schmoldt Construction, Inc., as Construction Manager-at-Risk (CMAR) for renovations to the Sherman Public Library renovations, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

DRAFT AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

« »
« »

and the Construction Manager:
(Name, legal status and address)

« »
« »

for the following Project:
(Name and address or location)

«Sherman Public Library Renovation»
«421 N. Travis St.
Sherman, Texas 75090»

The Architect:
(Name, legal status and address)

« »
« »

The Owner's Designated Representative:
(Name, address and other information)

« »
« »
« »
« »
« »
« »

The Construction Manager's Designated Representative:
(Name, address and other information)

« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

The Architect's Designated Representative:
(Name, address and other information)

<< >>	
<< >>	
<< >>	
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The Owner and Construction Manager agree as follows.



TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	OWNER'S RESPONSIBILITIES
4	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6	COST OF THE WORK FOR CONSTRUCTION PHASE
7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8	INSURANCE AND BONDS
9	DISPUTE RESOLUTION
10	TERMINATION OR SUSPENSION
11	MISCELLANEOUS PROVISIONS
12	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term “Contractor” as used in A201–2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of

construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum

Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal or the Owner’s issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager’s own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a “related party” according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties, and responsibilities as described in AIA Document B133™–2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

« »

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

« » % « »

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

« »

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

« »

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed « » percent (« » %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

« »

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner’s prior consent on the basis of cost plus a fee), the terms “cost” and “fee” as used in Section 7.3.3.3 of AIA Document A201–2007 and the term “costs” as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site with the Owner’s prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager’s principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner’s prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the

last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner’s prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager’s negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys’ fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner’s prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner’s prior approval, expenses incurred in accordance with the Construction Manager’s standard written personnel policy for relocation and temporary living allowances of the Construction Manager’s personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager’s principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager’s capital expenses, including interest on the Construction Manager’s capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term “related party” shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term “related party” includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner’s auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager’s records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor’s proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager’s Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of « » percent (« » %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of « » percent (« » %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ [« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ [« »] Litigation in a court of competent jurisdiction

☐ [« »] Other: (Specify)

☐ « »

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

« »

« »

« »

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term “profit” shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

« »

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

« »

- .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

« »

- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

« »« »

(Printed name and title)

« »« »

(Printed name and title)





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 3.

Meeting Date: 02/06/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6182

Authorizing Execution of a Contract with Austin Bridge & Road for the Repair of the Grand Avenue Bridge

Issue:

Due to the nature of the bridge repair and the timing involved to ensure the safety and integrity of said bridge, the bidding process for this repair job is being waived. The contract has been awarded to Austin Bridge & Road for this project and is set to start as soon as possible after the execution of the attached contract.

Background:

At the end of 2016, during routine bridge inspection, it was noted that there were structural issues on the Grand Avenue Bridge that needed to be addressed. After further investigation, it was decided that repairs were necessary in order to ensure the integrity and safety of this bridge. Due to the level of damage that is already evident on the bridge, it is necessary to forgo normal bidding procedures and award the contract to Austin Bridge & Road for the repair of the bridge. Austin Bridge & Road has a history of working with the Texas Department of Transportation and other municipalities to repair similar bridge damage in the Dallas-Fort Worth area.

Origination:

Engineering Department

Financial Consideration:

The contract of \$73,463.00 will be paid out of the 2016-2017 Capital Improvement Projects fund.

Staff Recommendation:

It is recommended that the contract for the Grand Avenue Bridge Repair be approved and executed by the City Council.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6182
Contract Agreement
Location Map

RESOLUTION NO. 6182

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH AUSTIN BRIDGE & ROAD FOR THE REPAIR OF THE GRAND AVENUE BRIDGE; 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 contract with Austin Bridge & Road for the Grand Avenue Bridge Repairs, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF GRAYSON

THIS AGREEMENT is made and entered into this 6 day of February, 2017, by and between the City of Sherman, of the County of Grayson and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Austin Bridge & Road, of the City of Irving, County of Dallas, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

Grand Street Bridge Repair

and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto as prepared by the CONTRACTOR, each of which has been identified by the endorsement of the OWNER and the OWNER thereon, together with the CONTRACTOR's written Proposal, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

Notice to Proceed

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him, to complete the work within thirty (30) calendar days after he commences work.

The OWNER agrees to pay the CONTRACTOR seventy three thousand four hundred sixty three dollars and zero cents (\$73,463.00) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

CITY OF SHERMAN, TEXAS (OWNER)

ATTEST:

By: _____ By: _____
Robby Hefton, City Manager Linda Ashby, City Clerk

AUSTIN BRIDGE & ROAD, L.P.

By:  _____ By:  _____
(CONTRACTOR) ATTEST: Michael Landen
Richard Mills, Senior Vice President Director of Estimating
Austin Bridge & Road, Inc. Austin Bridge & Road, Inc.
General Partner General Partner

The following to be executed if the CONTRACTOR is a corporation:

I, _____ certify that I am the secretary of the corporation named as CONTRACTOR herein; that _____, who signed this Contract on behalf of the CONTRACTOR is the _____ (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

Corporate Seal



Austin Bridge & Road

An Austin Industries Company

100% Employee Owned

Austin Bridge & Road, L.P.
6330 Commerce Drive, Suite 150
Irving, Texas 75063
214/596-7300

February 1, 2017

City of Sherman TX.
203 West Mulberry Street
Sherman, Texas 75091

Attention: Mr. Thomas L. Pruitt PE,

Re: Grand Street Overpass Repairs – Revision 1

Dear Mr. Pruitt,

Austin Bridge respectfully submits a \$73,463.00 Lump Sum proposal for repair of the Grand Street Overpass crossing the BNSF Railroad Sherman Texas. This proposal is based on the following scope of work inclusions, exclusions and/or qualifications. Therefore, Austin's Proposal is subject to the negotiation of a mutually acceptable construction agreement and price including, but not limited to, the following items:

SCOPE OF WORK INCLUSIONS, EXCLUSIONS, & QUALIFICATIONS

The attached Proposal pricing is based on the following scope of work inclusions, exclusions, and/or qualifications. Therefore, Austin's Proposal is subject to the negotiation of a mutually acceptable construction agreement and price including, but not limited to, the following items:

- Included in our price is all labor, supervision, equipment and materials to complete the repairs.
- The repairs include raising the west end of span 2 at the inverted T cap and reinstalling the existing bearing pads to their proper positions.
- Included is the fabrication of five ½"x 6"x 1'-6" steel plates (One for each bearing seat) and attaching them to the face side of the cap with ½" Hilti metal anchors to ensure all the bearing pads remain in place.
- The spalled areas on the face of the inverted cap stem will be formed and filled to the original line and grade with SikaGrout 328 non-shrink grout material per attached product data sheet.
- Excluded is the relocation of any utility or delay associated with relocation.
- This quote does not include disposal of any type of existing hazardous materials discovered at the site.
- Proposal does not include the cost of a railroad flagman.



- Proposal assumes one mobilization. If additional mobilizations are required due to actions of Owner they will be billed at \$4,000.00 each.
- The City of Sherman Traffic Control Department will be responsible for rerouting the local traffic and closing the Grand St. Bridge to traffic during the jacking and bearing pad installation.
- Price does not include payment & performance bonds.
- Prices are good for thirty (30) calendar days from the above date.
- Proposal does not include any cost for in place acceptance testing.
- Owner will pay as extra for builders risk insurance or other special insurance, permits or inspection fees required by the City, County or Owner.
- Cleanup of debris generated by Austin is included.
- All access to work area to be provided by Owner.
- Preparation of a SWPPP and compliance with the storm water pollution prevention plan permitting requirements are not included in the bid amount.
- This bid does not include any temporary or permanent erosion control devices such as hay bales, silt fence, or seeding unless called out as a bid item.
- Wages shall be of the prevailing Highway Heavy Scale.

CONTRACT TERMS AND AGREEMENT QUALIFICATIONS

Austin's Proposal is subject to the negotiation of a mutually acceptable construction agreement including, but not limited to, the following provisions:

- This proposal is submitted subject to the Owner providing Austin with satisfactory proof of financial responsibility for the full amount of the proposed work. Additional evidence of financial responsibility may be required at notice to proceed with the work if such date is more than thirty (30) days from the date of execution of the contract.
- This proposal anticipates monthly payment with no retainage held.
- Austin shall not be liable for actual, indirect, or consequential damages arising from any cause.
- Austin is willing to accept reasonable liquidated damages for delays caused solely by its operations.
- Upon completion and acceptance of Austin's work by the Owner, final payment shall be made upon receipt of our invoice, with interest at (18%) eighteen percent per annum charged on any amount remaining unpaid (30) thirty days thereafter, together with reasonable attorney's fees and cost of collection, if incurred.
- Austin has no liability for design or performance of design.
- Austin's warranty is limited to workmanship and materials for one (1) year and does not include corrective actions for normal wear and tear, failure to maintain, or design failures.
- Austin will not be liable for latent defects, unforeseen or concealed conditions or incorrect information that may be provided.



- Austin will be granted additional time and compensation for circumstances which it is not responsible or which are not in its control.
- This proposal includes cost, based on reasonable limits, for General Liability, Automobile, and Workers Compensation insurance.
- The indemnification and additional insured status provided by Austin will be limited to the extent of Austin's negligence.
- The Owner waives subrogation against Austin on all property and consequential loss policies carried or self-insured by Owner on other property at the site or adjacent thereto and under property and consequential loss policies purchased for the Project after its completion.
- Austin will not be responsible for and will be indemnified from claims resulting from the pre-existence of any hazardous materials.
- Any contract other than this proposal shall be subject to approval by Austin.

Please contact me at (214) 596-7300 with any questions or comments regarding this proposal.

Sincerely,

A handwritten signature in blue ink, reading "Michael Landen", with a stylized flourish at the end.

Michael Landen
Vice President of Estimating
Austin Bridge & Road, Inc.- General Partner

[illegible]

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SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 4.

Meeting Date: 02/06/2017

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6183

Adopting a Tax Increment Financing Policy for the City of Sherman

Issue:

Obtaining Council approval for revisions to the City of Sherman's Tax Increment Financing Policy

Background:

In November of 2004, the City Council adopted a Tax Increment Financing Policy. Economic, financial, legal and other factors have prompted the need to revise the policy to better address the City's current needs within a broad framework. The proposed changes include expansion of the types of projects, an update to creation criteria to agree with the Tax Code, a description of the project information needed to determine the project's merits, and changes to debt coverage minimums, financing terms, and project time frame.

Origination:

Finance Department

Financial Consideration:

There is no cost associated with changing the Policy.

Staff Recommendation:

It is recommended that the Council approve the Policy as presented.

Alternatives:

The Council could offer additional changes to those recommended by the staff, subject to Charter and legal requirements.

Attachments

Resolution No. 6183

Draft Tax Increment Financing Policy

RESOLUTION NO. 6183

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING A TAX INCREMENT FINANCING POLICY FOR THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That all prior Tax Increment Financing Policies of the City of Sherman are hereby revoked in their entirety.

SECTION 2. That the City of Sherman Tax Increment Financing Policy, attached hereto and made a part hereof for all purposes, is hereby adopted and shall now and hereafter govern the tax increment financing activity of the City of Sherman, Texas.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



TAX INCREMENT FINANCING POLICY

Revised November 15, 2004 February 6, 2017

GENERAL PURPOSE AND OBJECTIVES

The City of Sherman is committed to attracting economic development projects, creating jobs, fostering infrastructure investment and redeveloping blighted areas. Tax Increment Financing (TIF) is a technique for funding qualifying capital projects and its related infrastructure or maintenance from a stream of revenue generated within the geographic area defined as the Tax Increment Reinvestment Zone (TIRZ). ~~the promotion of high quality development in all parts of the city and to an ongoing improvement in the quality of life for its citizens. As these objectives are generally served by the enhancement and expansion of the local economy, the City of Sherman will, on a case-by-case basis, give consideration to providing tax increment financing (TIF) as a stimulant to local economic development.~~

Tax increment financing will be considered for projects in the industrial, commercial or retail sectors of the economy, but is limited to 30% by statute for residential development. ~~will not be considered for any other type project. Residential development is specifically excluded from consideration for tax increment financing.~~

Nothing in this policy is to be construed to imply or suggest that the City of Sherman is under any obligation to provide tax increment financing to any applicant. All applications projects will be considered on a case-by-case basis, based solely on the judgment of the City Council of the City of Sherman as to the best interest of the city at the time of the application.

~~Further description and explanation of tax increment financing is attached for your information.~~

TIF CREATION CRITERIA

To be designated as a Tax Increment Reinvestment Zone, an area must meet the requirements of the Texas Tax Code and this policy.

1. The area must
 - a. Substantially arrest or impair the sound growth of the City because of the presence of a substantial number of substandard structures, predominance of defective or inadequate sidewalks or roads, faulty lot layout, unsafe conditions, deterioration of site improvements, tax

- delinquency exceeding fair value of the land, defective title or conditions that endanger life or property,
 - b. Be predominantly open or undeveloped and substantially impair the sound growth of the City,
 - c. Be in an area described in a petition requesting that the area be designated as a reinvestment zone.
2. The City will use TIF only when a clearly defined objective is served and only to the degree necessary to accomplish that objective
 3. TIF projects in distressed markets must demonstrate an ability to generate increment
 4. TIF projects should strive to leverage additional increment from the other taxing entities in the zone and from private investment
 5. But for the creation of a TIRZ, quality development is not likely to occur in the proposed area without financing assistance from a TIRZ
 6. Use of TIF is the appropriate incentive tool to recruit a catalyst project worthy of public investment
 7. The area proposed for designation as a TIRZ will have an increase in real property taxable value within the first two (2) years following designation

PROJECT DESCRIPTION

In order to receive consideration from the City Council of the City of Sherman, ~~an application~~ the project proposal must include ~~must meet or exceed the following minimum eligibility requirements.:~~

- Proposed development plan including construction schedule
- Information demonstrating the financial wherewithal to meet project costs and complete the project
- All projects costs, including acquisition, construction, and soft costs
- Projected TIF revenue
- Previous experience of the developer on projects of similar scale and type
- Project proforma detailing projected cash flows
- Cost benefit analysis

MINIMUM ELIGIBILITY REQUIREMENTS

Minimum Proforma Debt Service Coverage: The additional property tax created by the project or expansion must be equal to or greater than one hundred twenty-five percent (125%) of the projected debt service for each of the years that public debt is associated with the project.

Maximum Term of Financing: In order to receive consideration, the additional property tax created by a project or expansion must be sufficient to fully extinguish any public debt incurred for the project within twenty (20) years of the creation of the debt, unless the project is designated by the City Council as a "Major Infrastructure Project" and the longer term is necessary to finance the "Major Infrastructure Project."

Minimum Investment (Original Zone): An investment of \$20,000,000 or more by the property owner or developer is required for a project to receive consideration for the initial establishment of a TIF zone under this policy. The developer shall be required to provide documentation of the actual investment in improvements. That documentation will be in the form of an architect's certification for payment or other similar instruments that are acceptable to the City of Sherman.

Minimum Investment [Expansion of Existing TIF Zone]: An investment of \$10,000,000 or more by the property owner or developer is required to expand an existing TIF zone under this policy. The developer shall be required to provide documentation of the actual investment in improvements. That documentation will be in the form of an architect's certification for payment or other similar instruments that are acceptable to the City of Sherman.

Maximum Debt: Public debt created by the for a TIF project shall not exceed ten percent (10%) of the developer's investment in the original project or an expansion of an existing project.

Type of Project: As stated above, only projects or expansions in the industrial, commercial or retail sectors of the economy will be considered for tax increment financing. Residential development is specifically excluded from consideration.

Maximum Term of Financing: In order to receive consideration, the additional property tax created by a project or expansion must be sufficient to fully extinguish any public debt incurred for the project within twenty (20) years of the creation of the debt.

Financial Guarantee: The applicant must provide a mechanism to repay the City of Sherman for any infrastructure the city builds as a result of a tax increment financing agreement, in the case that the project or expansion is not developed or the project or expansion fails to be financially viable. That guarantee will take the form of an irrevocable letter of credit or some other mutually agreed upon financial instrument.

Current on Taxes: The property owner, developer, or those benefitting from the TIRZ creation must not be in default or in arrears on any tax or on any other obligation to a public entity.

TIME FRAME

The developer must begin construction on the project within twelve (12) months of the formation of the TIRZ and must build the project to the agreed-upon phase, or completion within three (3) years of the formation of the TIRZ.

~~**Original Protect:** The developer must begin construction on the project within twelve (12) months of the formation of the TIF district and must build the project to completion within three (3) years of the formation of the TIF district. Failure to satisfy these terms will serve as grounds for the City of Sherman to exercise its rights described under the foregoing **Financial Guarantee** section of this policy. The City Council is empowered to grant extensions to these deadlines if they determine such action is in the best interest of the City of Sherman.~~

~~**Expansion:** The developer must begin construction on an expansion within twelve (12) months of the expansion of the TIF district and must build the project to completion within three (3) years of the expansion of the TIF district. Failure to satisfy these terms will serve as grounds for the City of Sherman to exercise its rights described under the foregoing **Financial Guarantee** section of this policy. The City Council is empowered to grant extensions to these deadlines if they determine such action is in the best interest of the City of Sherman~~

OTHER LOCAL TAXING ENTITIES

The City of Sherman will cooperate with, and seek participation from, Grayson County, Grayson County College, and the Sherman Independent School District in the development of any tax increment financing agreements within the city limits of the City of Sherman.

STATE LAW

All provisions of this policy and of any resulting agreement are subject to the requirements of the Tax Increment Financing Act, V. T. CA., *Tax Code, Chapter 311*.

COST OF APPLICATION

~~The cost of the application will be the sole responsibility of the applicant. This includes any costs for engineering, surveying or legal services that are needed to fully consider the application.~~



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 5.

Meeting Date: 02/06/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6184

Authorizing the Acceptance of a Special Warranty Deed and the Execution of a Contract with M.L. Hampton Investments, LLC for the Conveyance and Acquisition of Properties located at 1600 West Lamar Street and 1600 West Houston Street, being 3.4 acres in the Elizabeth Jones Survey, Abstract No. 625 and being 1.13 acres in the J.B. McAnair Survey, Abstract No. 763, both properties being located in the City of Sherman, County of Grayson, State of Texas

Issue:

To consider acceptance of a Special Warranty Deed and execution of a Contract for the purchase of properties located at 1600 West Lamar Street and 1600 West Houston Street in the City of Sherman

Background:

The proposed properties are well within the limits of the floodplain and floodway. The owner of these properties is willing to voluntarily sell said properties to the City in order to minimize or negate the risk of flood damage to residential and non-residential properties.

Origination:

Engineering Department

Financial Consideration:

The sales price of \$310,000.00, along with County Clerk fees for recording, will be funded through a combination of reserves from the Capital Improvement Fund and the General Fund.

Staff Recommendation:

Staff recommends that the City Council approve the resolution to authorize the purchase and conveyance of the subject properties.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6184
Special Warranty Deed
Contract
Exhibit "A"
Aerial Location Map

RESOLUTION NO. 6184

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF A SPECIAL WARRANTY DEED AND THE EXECUTION OF A CONTRACT WITH M.L. HAMPTON INVESTMENTS, LLC FOR THE CONVEYANCE AND ACQUISITION OF PROPERTIES LOCATED AT 1600 WEST LAMAR STREET AND 1600 WEST HOUSTON STREET, BEING 3.4 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 AND BEING 1.13 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, BOTH PROPERTIES BEING LOCATED IN THE CITY OF SHERMAN, COUNTY OF GRAYSON, STATE OF TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to accept a Special Warranty Deed and to execute a Contract with M. L. Hampton Investments, LLC for the conveyance and acquisition of a tract of land located at 1600 West Lamar Street and 1600 West Houston Street, both properties being located in Sherman, Grayson County, Texas, being 3.4 acres in the Elizabeth Jones Survey, Abstract No. 625 and being 1.13 acres in the J.B. McAnair Survey, Abstract No. 763, both properties being located in the City of Sherman, County of Grayson, State of Texas, in the same or substantially same form as the Special Warranty Deed and Contract attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

NOTICE OF CONFIDENTIALITY RIGHTS; IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS; YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date:

Grantor: M.L. Hampton Investments, LLC

Grantor's Mailing Address (including county): P.O. Box 1122
Sherman, TX 75091
Grayson County

Grantee: CITY OF SHERMAN, a municipal corporation of the State of Texas

Grantee's Mailing Address (including county):

P. O. Box 1106
Sherman, Texas 75091
Grayson County

Consideration: THREE HUNDRED TEN THOUSAND DOLLARS AND NO/100 DOLLARS (\$310,000.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED AND FOR WHICH NO LIEN, EITHER EXPRESS OR IMPLIED IS RESERVED.

Property (including any improvements):

Being those same properties conveyed by R.W.M. Rentals, Inc, Grantor, to M.L. Hampton Investments, LLC, Grantee by deed recorded in Volume 5016, Page 633 of the Official Public Records of Grayson County, Texas, described as follows:

Being 3.4 acres in the Elizabeth Jones Survey, Abstract No. 625, Sherman, Grayson County, Texas AND also being 1.13 acres in the J.B. McAnair Survey, Abstract No. 763, Sherman, Grayson County, Texas, and being more particularly described in the Exhibit "A" attached

hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

Subject to any and all valid and subsisting easements, restrictions, covenants, conditions, rights-of-way, mineral reservations and oil and gas leases, properly of record, if any, relating to the hereinabove described property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

By: _____
MICHAEL HAMPTON

Date: _____

(Acknowledgment)

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared MICHAEL HAMPTON, known to me (or proved to me on the oath of _____ or through (description of identity card or other document) to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same on behalf 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 _____, 2017.

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING. RETURN TO
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

CONTRACT

This Agreement made this 2 day of February, 2017, by and between **ML Hampton Investments, LLC**, hereinafter sometimes called Seller and the **City of Sherman, Texas**, hereinafter sometimes called Buyer is as follows:

Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the property hereinafter described upon the terms and conditions set forth herein.

Property – The property is known as **Rainbow Apartments and Mobile Home Park** located both 1600 W. Houston St. and 1600 W. Lamar Street, Sherman Texas , which consists of two tracts of land divided by the extension of West Lamar Street. The two tracts of land are described on Exhibit A attached hereto and made a part hereof for all purposes. At the present time the property contains a number of mobile homes, metal storage buildings and apartments that are owned partly by the Seller and three mobile homes are owned by the occupants of the home, but all the real property is owned by the Seller. In order to get possession of the property to convey the title to the City of Sherman free and clear of any obligations to the current occupants of the property, which include a number of individuals, Seller is going to have to give a number of notices of termination of various rental agreements to the individuals, which is going to take time according to law. The City desires closing the transaction as soon as possible because of its financial needs, but Seller cannot be expedited in the closing of the transaction with the individuals who are living on the property, each of which who have a certain type of rental contracts.

Price. The price Buyer has agreed to pay Seller is the sum of \$310,000.00 to be paid all in cash or its equivalent at time of closing; or as postponed as hereinafter set forth.

Contents of Property at Closing. Seller will make every effort to ensure that all tenant personal property is removed from the property prior to closing. Seller shall remove two metal storage buildings and any appliances from the apartment buildings Seller may choose. Seller agrees to order the removal of the structures located on Lots 11, 26, and 27 by the owner of said structures. Seller agrees that any other structures or property that remain on the property at time of closing and surrender of possession will be considered abandoned by the Seller and all rights to such property shall vest in the Buyer. In the event that a structure is removed from the property by Seller, Seller warrants that said structure shall not be relocated within the city limits of Sherman, Texas unless the structure meets all permit and building requirements in effect at the new location. When giving up possession, City agrees that the contents and property itself will be in an "as-is" condition with Seller making no warranties or representations whatsoever concerning the suitability of any of the improvements which may remain or the property itself which is located partly in a FEMA flood plain. Further, Seller makes no representations whatsoever concerning any environmental hazards concerning the property and Buyer must make its own inspections prior to closing and satisfy itself as to any potential

environmental hazards involving the property. Inspections concerning environmental hazards must be completed by the Buyer before Seller gives notices to any of the tenants concerning the sale and vacation of the property. In this regard, Buyer must give Seller a written notice that it has satisfied itself by inspection concerning environmental hazards applicable to the property at which time Seller will commence giving notices to the tenants to remove themselves and their contents from the property. Prior to that time, Seller understands that the Buyer may elect to not purchase the property if it is not satisfied as to the environmental hazards involved and Seller desires clearance on this item before giving any notices to any of the tenants.

Closing Date. The Buyer would desire to close this purchase on or before February 15, 2017. However, Buyer is aware that it would be impossible for Seller to get all of the individuals removed prior to such date. Seller is amenable to a closing with the proceeds of sale placed in escrow, with the proceeds of sale not released to the Seller until such time as Seller has turned over possession of the property to the Buyer at a later date, but not to exceed ninety (90) days thereafter. During the period after closing, Seller agrees to work diligently to remove non-structure personal property and remove all occupants from the property and then upon the expiration of the delay in possession, the Buyer shall take full possession and have all the rights set forth above to demolish and take whatever else action is necessary or is desired by Buyer. However, Seller has represented to Buyer that it cannot get all of its items cleared by such date. Based on the current projections allowing Buyer time to make its inspections concerning environmental hazards and other matters Buyer may desire to inspect prior to closing, the fact that Seller is not going to give any notices of termination of any of the tenants rights to continue to occupy the property until after Buyer has given Seller a letter stating it has satisfied itself as to all environmental matter and other matters dealing with the condition of the property, at the current time the parties initially agree upon a closing date, but not possession date, of _____ day of _____, 2017.

Closing Costs and Procedures. At closing, Seller shall furnish Buyer with a General Warranty Deed to the property free and clear of all liens and encumbrances except for the current lien existing in favor of RWM Rentals, Inc. in the original principal sum of \$175,000.00 secured by a Deed of Trust recorded beginning at Volume 5016, Page 637 of the Real Property Records of Grayson County, Texas, but which indebtedness will be paid off and released as such time as the balance of the funds are released to Seller from the escrow arrangement. Following the release of such indebtedness, the only indebtedness remaining will be those for current year's taxes not yet due and payable. The General Warranty Deed will be placed in escrow and not delivered to Buyer until the funds are released to Seller.

The deed of conveyance shall be subject to any existing easements, outstanding interests in oil, gas and other minerals which may appear of record in the office of the County Clerk of Grayson County, Texas, which pertain to the property being conveyed. Seller shall be responsible for the preparation of the Warranty Deed and for release of the Deed

of Trust referred to above once the funds for the purchase price are released to Seller and Seller shall further reimburse Buyer for Buyer's share of the 2017 Real Property Taxes prorated to date of closing. Seller shall pay its own attorney's fees for preparation of this contract.

Proration of Expenses. Taxes are prorated as set forth above. There shall be no proration of rentals as all contracts and rental agreements will have been terminated prior to the release of possession of the property.

Casualty Loss. Since Buyer is going to demolish any remaining improvements after Buyer receives possession, Seller shall have no obligation to restore any damage or destruction caused by fire or other casualty between the date of this contract and the closing date or possession release date.

Property will be turned over to the Buyer in "as-is" condition as set forth above.

Utility Services. Since most of the leasing arrangements that Seller has with its tenants require Seller to keep the utilities for water, electric, Direct TV cable service, trash and sewer applicable and paid for until tenant is removed from the property. Seller agrees to keep those items in effect up to but after closing during the period of delay in possession. Seller will have total responsibility for paying any such fees for such services. Such services will be terminated at or prior to the release of possession to the Buyer.

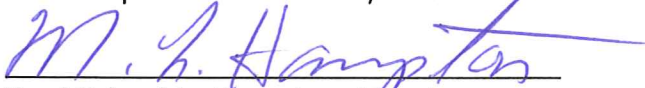
Binding Agreement. This agreement is binding upon Seller and Buyer and if either party breaches the agreement, the party not in breach shall be responsible for all reasonable and necessary attorney's fees and court costs incurred by the party not in breach. The parties, before resorting to litigation, agree to binding arbitration waiving all right to trial by jury and agreeing to submit any disputes between the parties to arbitration under the rules of the American Arbitration Association.

All notices required hereunder shall be in writing and be effective and delivered to the address shown below.

Executed this day and year first above written.

Seller:

ML Hampton Investments, LLC



By: Michael L. Hampton, Member

315 S. Travis, Suite 301

Sherman, TX 75090

Telephone: 903-421-1479

Buyer:
City of Sherman, Texas

By: _____

Its: _____

Address: _____

Telephone: _____

EXHIBIT "A"

FIRST TRACT:

A lot, tract or parcel of land situated in the County of Grayson, State of Texas, out of the Elizabeth Jones Survey, Abstract No. 625, and being the same land conveyed by Robert R. Waldo et ux to M.E. Talley by deed recorded in Vol. 500 at Page 218 of the Deed Records of Grayson County, Texas, and being more particularly described as follows, to-wit:

BEGINNING at an iron pipe on the Northwest corner of the herein described tract, on the south right-of-way line of Lamar Street extended also being on the east line of a tract conveyed by George Ladd to M. E. Talley;

THENCE S. 14 deg. 41 min. E. a distance of 86.97 ft. to the Southeast corner of the tract conveyed by George Ladd to Talley in the Center of the old Channel of Post Oak Creek;

THENCE down Post Oak Creek with its meanders as follows:
S. 13 deg. 20 min. E. 66.21 ft., S. 40 deg. 37 min. W. 147.00 ft.,
S. 39 deg. 18 min. W. 153.35 ft., S. 43 deg. 06 min. E. 159.06 ft.,
S. 88 deg. 17 min. E. 99.10 ft., N. 63 deg. 06 min. E. 117.85 ft.,
N. 47 deg. 38 min. E. 66.47 ft., N. 79 deg. 02 min. E. 116.62 ft.
to the southeast corner of the herein described tract on the West line of the W. L. Delaney tract;

THENCE N. 16 deg. 10 min. W. with the west line of the said Delaney tract a distance of 448.31 ft. to an iron pipe on the south right-of-way line of Lamar Street;

THENCE S. 74 deg. 53 min. W. with the south right-of-way line of Lamar Street a distance of 203.06 ft. to the place of beginning and containing 3.4081 acres of land.

SECOND TRACT:

A lot, tract or parcel of land situated in the County of Grayson, State of Texas, out of the J. B. McAnair Survey, Abstract No. 763, and being a part of the same land conveyed by W. L. Delaney et ux to M. E. Talley et ux by deed recorded in Volume 500, at Page 214 of the Deed Records of Grayson County, Texas, and being more particularly described as follows, to-wit:

BEGINNING at an iron pipe on the Northwest corner of the above mentioned tract, in the south right-of-way of U.S. Highway No. 82, same being the Northeast corner of a 2.4413 acre tract conveyed by George Ladd to M. E. Talley;

THENCE S. 14 deg. 41 min. E. with the east line of the said 2.4413 acre tract a distance of 275.14 ft. to an iron pipe on the north line of Lamar Street extended;

THENCE N. 74 deg. 53 min. E. with the north line of Lamar Street a distance of 201.59 ft. to an iron pipe on the west line of the M. L. Delaney tract;

THENCE N. 16 deg. 10 min. W. with the west line of the said Delaney tract a distance of 200.69 feet to an iron pipe in the center of a small branch, same being the southeast corner of a 0.2016 acre tract conveyed by M. E. Talley et ux to Kenneth Butts et ux by deed recorded in Volume 918, Page 431 of the Deed Records of Grayson County, Texas;

THENCE up said Branch and with the south line of said 0.2016 acre tract S. 67 deg. 02 min. W. 44.40 ft. and N. 62 deg. 22 min. W. to a spike in the center of a wooden bridge;

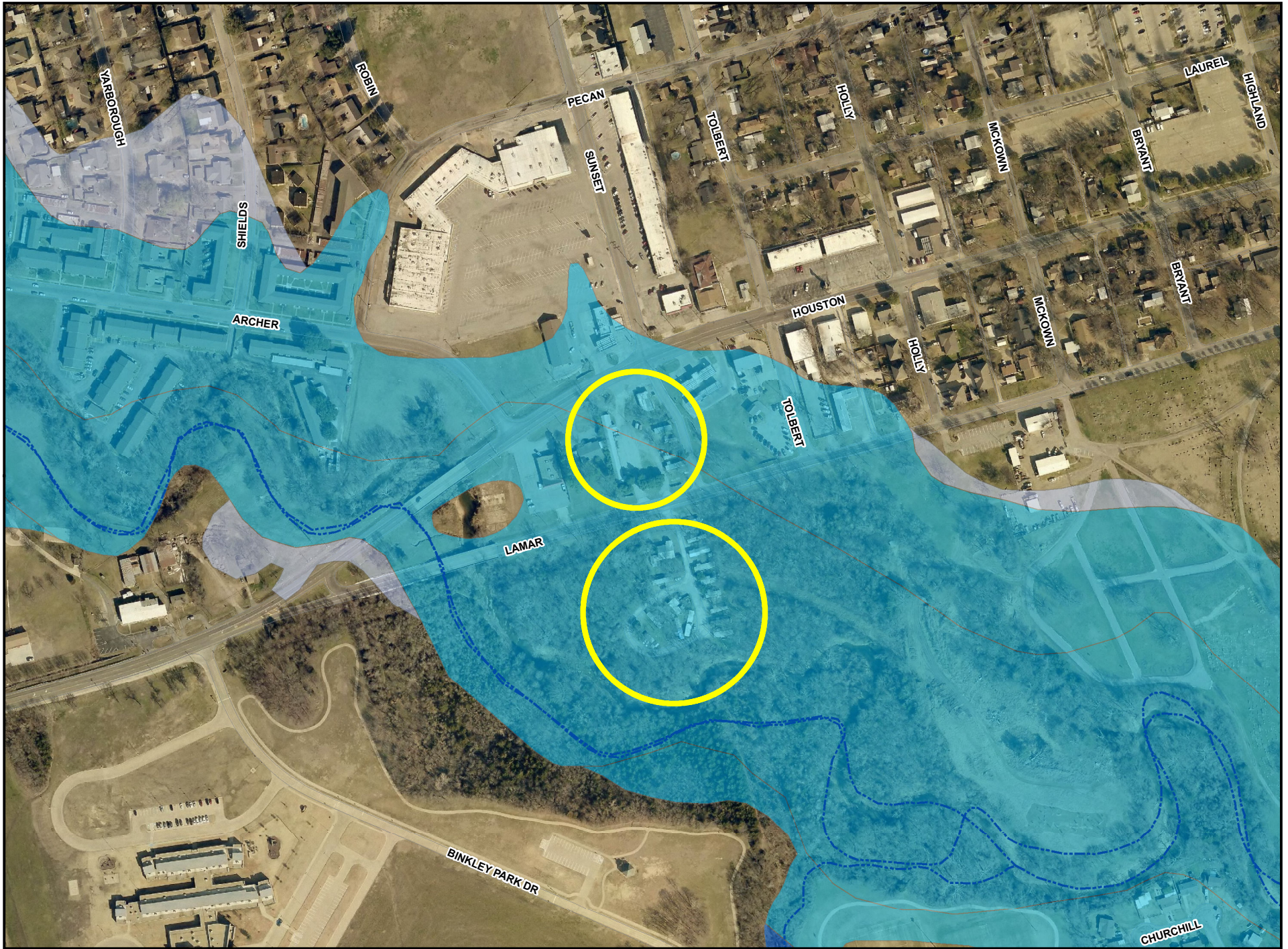
THENCE N. 09 deg. 47 min. E. a distance of 11.61 ft. to a nail in a concrete sidewalk, an angle corner of the 0.2016 acre tract;

THENCE. 65 deg. 17 min. W. a distance of 23.98 ft. to a spike for an angle corner of the said 0.2016 acre tract;

THENCE N. 15 deg. 00 min. W. a distance of 44.70 ft. to a spike for the northwest corner of the said 0.2016 acre tract on the south right-of-way line of U.S. Highway No. 82;

THENCE in a Southwesterly direction along a curve to the right and with said right-of-way line a distance of 103.06 ft. to the place of beginning and containing 1.1348 acres of land.

1600 W. Lamar Street and 1600 W. Houston Street



1 inch = 350 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 6.

Meeting Date: 02/06/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6185

Authorizing the Acceptance of a Conveyance Document from Jeffrey Alan Oliver for the Conveyance of Property located at 115 East Lamberth Road, being 0.38 acres in the J.B. McAnair Survey, Abstract No. 763, and being a Part of the Dr. J.H. Carraway's Subdivision to the City of Sherman, Texas, as shown by Plat of Record in Volume 414, Page 125 of the Deed Records of Grayson County, Texas, being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes

Issue:

To consider the acceptance of a conveyance document for the purchase of property located at 115 East Lamberth Road in the City of Sherman

Background:

The Flood Mitigation Assistance (FMA) Program through the Federal Emergency Management Agency (FEMA) assists with funding for specific properties to be purchased voluntarily with each respective owner's consent. As this property is well within the floodplain, it is a candidate for use under this program. After purchase, the property will be cleared of all structures and maintained as an open space consistent with natural floodplain functions for the City of Sherman. This property will have special deed restrictions preventing any type of structure that would be consistently occupied. This purchase and restrictive covenant reduces the risk of any future property damage in addition to reducing any citizen risks when floodwaters rise. Said purchase will be handled by Red River Title Company, with the conveyance document being prepared by Hynds & Gordon, P.C.

Origination:

Engineering Department

Financial Consideration:

The sales price of \$45,000.00 along with closing fees will be funded and reimbursed through the 2015 Flood Mitigation Assistance Project Grant by FEMA at 90%.

Staff Recommendation:

Staff recommends that the City Council approve the resolution to authorize the purchase and conveyance of the subject property.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6185

Exhibit "A" - Legal Description

Location Map

RESOLUTION NO. 6185

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF A CONVEYANCE DOCUMENT FROM JEFFREY ALAN OLIVER FOR THE CONVEYANCE OF PROPERTY LOCATED AT 115 EAST LAMBERTH ROAD, BEING 0.38 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, AND BEING A PART OF THE DR. J.H. CARRAWAY'S SUBDIVISION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN VOLUME 414, PAGE 125 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES; 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, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to accept a Conveyance Document from Jeffrey Alan Oliver for the conveyance of a tract of land located at 115 East Lamberth Road in Sherman, Texas, being 0.38 acres in the J.B. McAnair Survey, Abstract No. 763, and being a part of the Dr. J.H. Carraway's Subdivision to the City of Sherman, Texas, being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes. Said conveyance document will be prepared by Hynds & Gordon, P.C. as a part of the closing documents being contracted through Red River Title Company.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

Exhibit "A"

Situated in the County of Grayson, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, and being a part of Lots 1 & 2, Block 2 of the J.H. Carraway's Sub-division an addition to Grayson County, as shown by plat of record in Volume 414, Page 125, Deed Records, Grayson County, Texas and being the same 0.38 acre tract of land conveyed to Jeffrey Alan Oliver by deed of record in Volume 1993, Page 97, Real Property Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found in the north line of Lamberth Road said rod being in the south line of said Lot 1 and being the southeast corner of a called 3.020 acre tract of land conveyed to James R. Carroll, Jr. and Susan A. Carroll by deed of record in Volume 1561, Page 540, Deed Records, Grayson County, Texas, said rod also maintaining the southwest corner of said 0.38 acre tract;

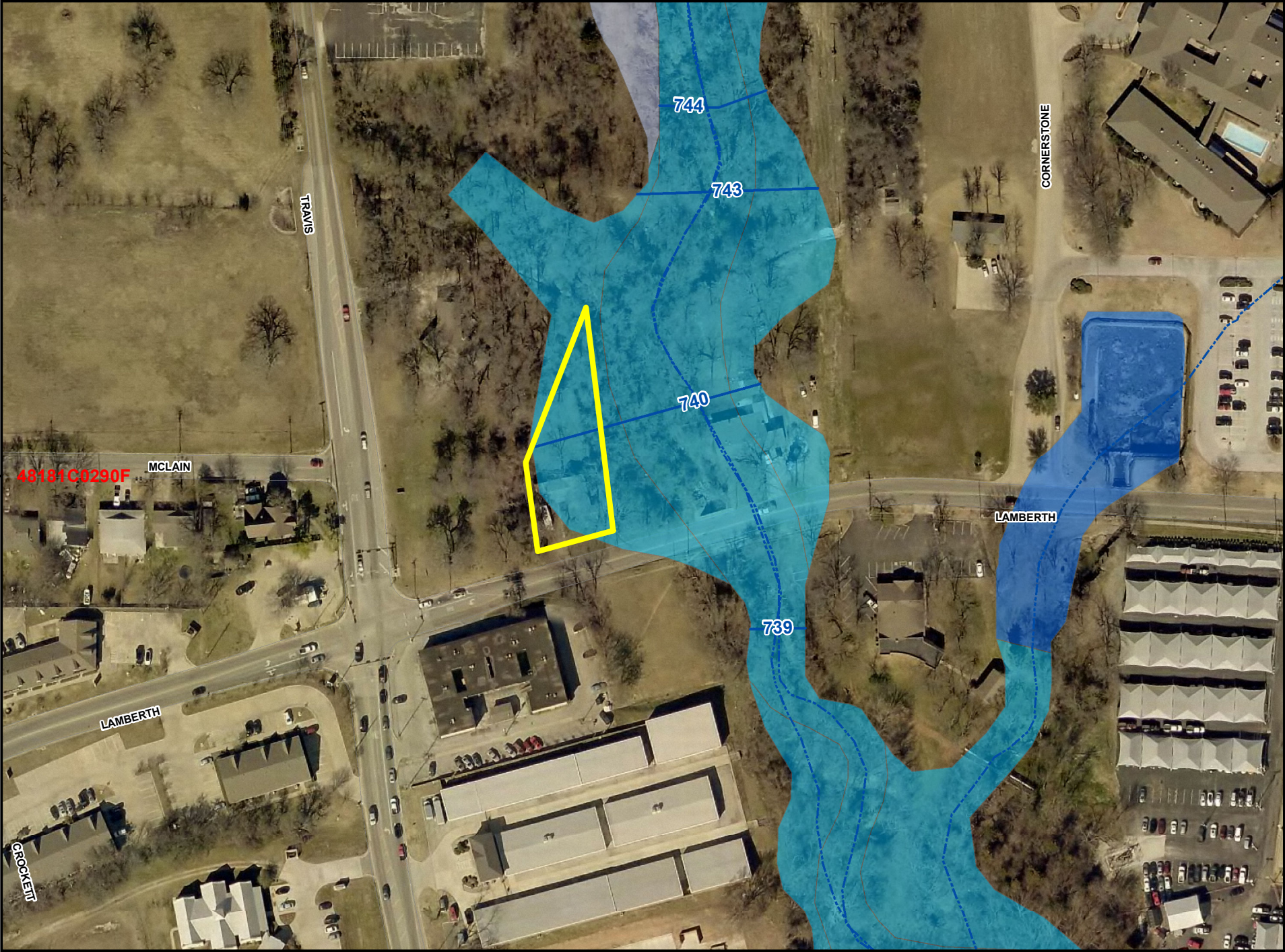
Thence North 16°40'44" West, along the east line of said 3.020 acre tract, a distance of 103.72 feet to a 1/2" square pipe found;

Thence North 12°26'25" East, continuing along the east line of said 3.020 acre tract, a distance of 189.18 feet to a 1/2" steel rod set for the north corner of said 0.38 acre tract;

Thence South 15°33'43" East, along the east line of said 0.38 acre tract, a distance of 269.02 feet to a 1/2" steel rod set in the north line of said Lamberth Road;

Thence South 73°18'35" West, along the north line of said Lamberth Road, a distance of 86.81 feet to the **Point-of-Beginning** and containing **0.378 acres** of land.

115 E. Lamberth Road



1 inch = 150 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 7.

Meeting Date: 02/06/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6186

Authorizing the Acceptance of a Conveyance Document from John P. Brewer and Cynthia J. Brewer for the Conveyance of Property located at 1218 West McGee Street, being Lot 5, Block 1 of West Park Addition to the City of Sherman, Texas, as shown by Plat of Record in Volume 2, Page 57 of the Plat Records of Grayson County, Texas, and also being a part of the J.B. McAnair Survey, Abstract No. 763, being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes

Issue:

To consider the acceptance of a conveyance document for the purchase of property at 1218 West McGee Street in the City of Sherman

Background:

The Flood Mitigation Assistance (FMA) Program through the Federal Emergency Management Agency (FEMA) assists with funding for specific properties to be purchased voluntarily with each respective owner's consent. As this property is within the floodplain, it is a candidate for use under this program.

After purchase, the property will be cleared of all structures and maintained as an open space consistent with natural floodplain functions for the City of Sherman. This property will have special deed restrictions preventing any type of structure that would be consistently occupied. This purchase and restrictive covenant reduces the risk of any future property damage in addition to reducing any citizen risks when floodwaters rise. Said purchase will be handled by Red River Title Company, with the conveyance document being prepared by Hynds & Gordon, P.C.

Origination:

Engineering Department

Financial Consideration:

The sales price of \$149,000.00 along with closing fees will be funded and reimbursed through the 2015 Flood Mitigation Assistance Project Grant by FEMA at 90%.

Staff Recommendation:

Staff recommends that the City Council approve the resolution to authorize the purchase and conveyance of the subject property.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6186

Exhibit "A" - Legal Description

Location Map

RESOLUTION NO. 6186

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF A CONVEYANCE DOCUMENT FROM JOHN P. BREWER AND CYNTHIA J. BREWER FOR THE CONVEYANCE OF PROPERTY LOCATED AT 1218 WEST MCGEE STREET, BEING LOT 5, BLOCK 1 OF WEST PARK ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN VOLUME 2, PAGE 57 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS, AND ALSO BEING A PART OF THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES; 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, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to accept a Conveyance Document from John P. Brewer and Cynthia J. Brewer for the conveyance of a tract of land located at 1218 West McGee Street in Sherman, Texas, being Lot 5, Block 1 of the West Park Addition to the City of Sherman, Texas, and also being a part of the J.B. McAnair Survey, Abstract No. 763, being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes. Said conveyance document will be prepared by Hynds & Gordon, P.C. as a part of the closing documents being contracted through Red River Title Company.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

Exhibit "A"

Situated in the County of Grayson, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, and being all of Lot 5, of West Park Addition an addition to the City of Sherman as shown by plat of record in Volume 2, Page 57, Plat Records, Grayson County, Texas, and being the same tract of land conveyed to John P. Brewer and Cynthia J. Brewer by deed of record in Volume 2748, Page 259, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found in the south line of McGee Street maintaining the northeast corner of said Lot 5;

Thence South 15°02'13" East, along the east line of said Lot 5, a distance of 182.18 feet to a 1" pipe found maintaining the northerly most northwest corner of Lot 2, Block 1 of Belden Place Addition an addition to the City of Sherman, Texas as shown by plat of record in Volume 8, Page 84 of said Plat Records, said rod also maintaining the southeast corner of said Lot 5;

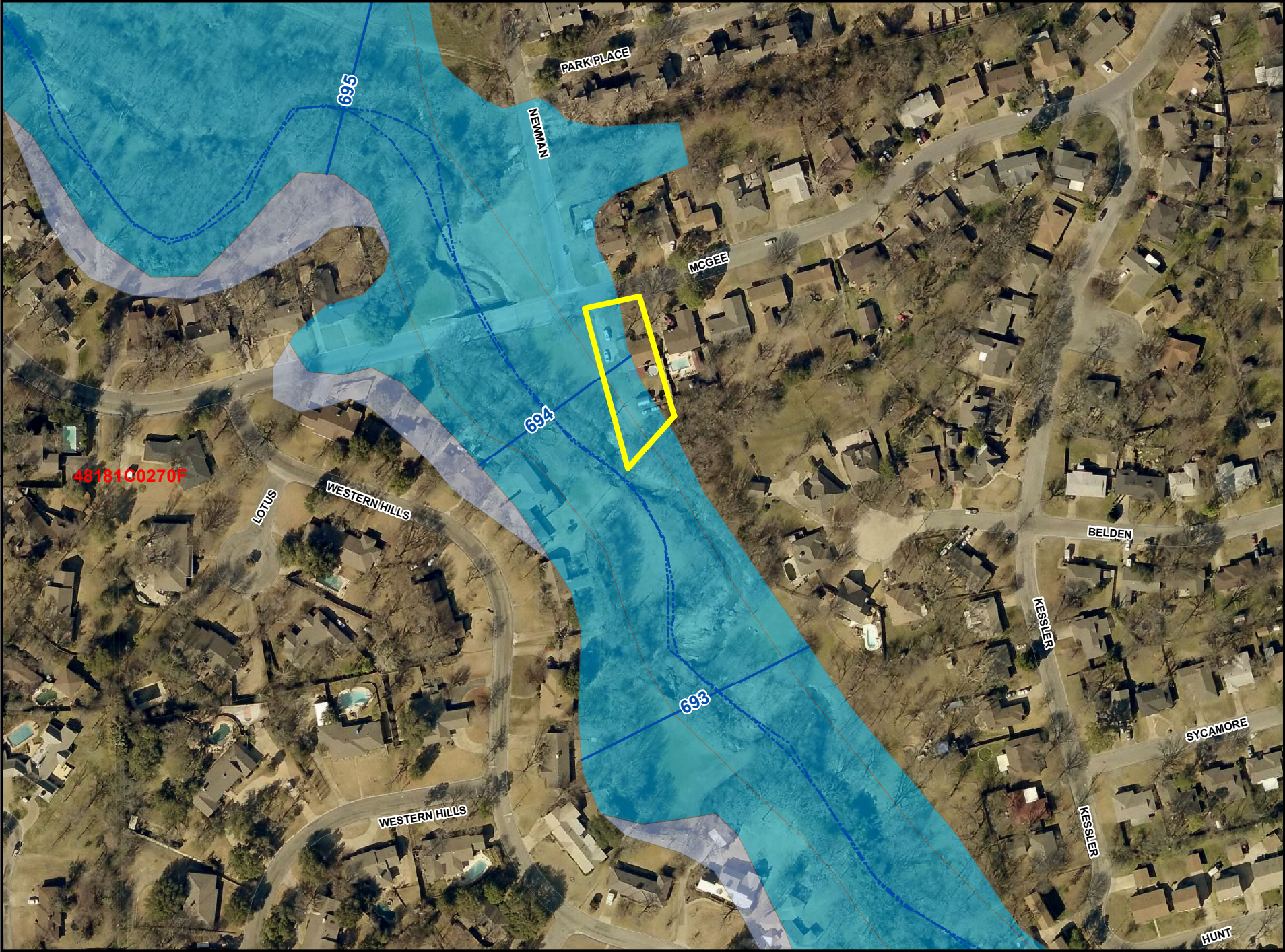
Thence South 39°32'58" West, along the east line of said Lot 2, a distance of 112.24 feet to a 1/2" steel rod set for the westerly most corner of said Lot 2;

Thence North 13°43'36" West, a distance of 64.55 feet to a 1/2" steel rod set for the southwest corner of said Lot 5;

Thence North 13°43'26" West, along the west line of said Lot 5, a distance of 183.30 feet to a 1/2" steel rod set in the south line of said McGee Street;

Thence North 75°20'34" East, along the south line of said McGee Street, a distance of 85.80 feet to the **Point-of-Beginning** and containing **0.435 acres** of land.

1218 W. McGee Street



1 inch = 200 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 8.

Meeting Date: 02/06/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6187**

Authorizing Execution of an Agreement with Elizabeth Ann West for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 715 North Elm Street

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 715 North Elm Street.

Background:

Several years ago, the City Council began a residential tax abatement program to encourage the redevelopment of older sections of town. This application is for the construction of a new single-family residence at this location. This lot is in the current designated zone for residential tax abatement. The property is zoned a C-1 (Retail Business) District; and a Specific Use Permit to allow One-Family Residential Dwelling in a C-1 (Retail Business) District was approved at the July 18, 2016, City Council Meeting.

Origination:

Elizabeth Ann West, Owner
Jared Tredway, Applicant

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$334.80 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 6187

Residential Tax Abatement Agreement

Application

Warranty Deed

Ordinance 5962

Survey

Building Permit

Site Plan

Photo

Location Map

Reinvestment Zone Map

RESOLUTION NO. 6187

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH ELIZABETH ANN WEST FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 715 NORTH ELM STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Elizabeth Ann West subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Elizabeth Ann West for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 715 North Elm Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **ELIZABETH ANN WEST**, hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2011, the City Council of Sherman, Texas, passed Ordinance No. 5692 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 5960) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2011;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2016, and continuing for tax years 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023,

2024 and 2025, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2016, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2017	100%
2018	100%
2019	100%
2020	100%
2021	100%
2022	100%
2023	80%
2024	60%
2025	40%
2026	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025 and 2026, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

Construction of one (1) new single-family residence at 715 North Elm Street, Sherman, Texas, and as more particularly described by the following:

BEING Lot 18, Block 1, L.C. Chapman Addition

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Elizabeth Ann West
505 N. McKown Ave.
Sherman, TX 75092
(903) 870-6007

Copy to: Grayson Appraisal District
 512 North Travis Street
 Sherman, Texas 75090
 (903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2017.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
ELIZABETH ANN WEST

BY: _____
ROBBY HEFTON
CITY MANAGER

BY: _____
ELIZABETH ANN WEST

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared ELIZABETH ANN WEST, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2017 A.D.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

**CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT**

Property Owner:

Name: ELIZABETH ANN WEST

Mailing Address: 505 H. MCKOWN AVE. SHERMAN TX 75092

Telephone Number: 903.870.6007

Contact (if different than owner):

Name: JARED TREDWAY

Mailing Address: SAME

Telephone Number: 903.870.6007

Property:

Physical Address: 715 H. ELM

Summary Legal Description: Lot: 18 Block: 1 Addition: L.C. CHAPMAN

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: ☒ Remodeling: ☐

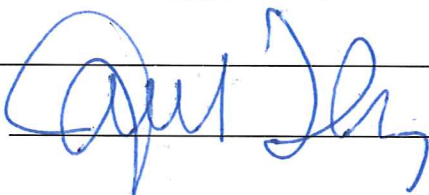
Estimated Value of Improvements: \$90,000

Estimated Date of Start of Construction: 01.2017

Estimated Date of Completion of Project: 08.2017

Description of Project: A NEW 2 BEDROOM, 2.5 BATH
HOME ON A VACANT LOT.

Applicant(s):



Date:

9 JAN 2017

Date:

**** Electronically Filed Document ****

Wilma Blackshear Bush
County Clerk
Grayson County

Document Number: 2016-17117
Recorded As : E-FILE RECORDINGS

Recorded On: August 12, 2016
Recorded At: 04:25:04 pm
Number of Pages: 6
Book-VI/Pg: Bk-OR VI-5856 Pg-82
Recording Fee: \$32.00

Parties:

Direct- BEATY RAY
Indirect- WEST ELIZABETH ANN

Receipt Number: 457127
Processed By: GAIL WHITE

Consideration Amount:\$0

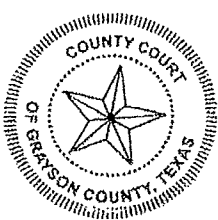
Tax Code :

Tax Amount: \$0

Affidavit: NO

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS
COUNTY OF GRAYSON

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

#308331

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Date: August 9, 2016

Grantor: RAY BEATY and SARAH BEATY

Grantor's Mailing Address:

716 N. Crockett Street
Sherman, Tx 75090

Grantee: ELIZABETH ANN WEST

Grantee's Mailing Address:

505 N. McKnawn
Sherman, Tx 75092

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Being Lot Eighteen (18) of L.C. Chapman's Addition, an Addition to the City of Sherman, Texas, as shown by Plat of record in Volume 96, Page 437, Deed Records, Grayson County, Texas.

Reservations from Conveyance:

None

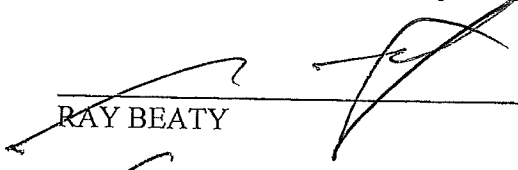
Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2016, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

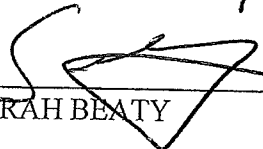
As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.



RAY BEATY



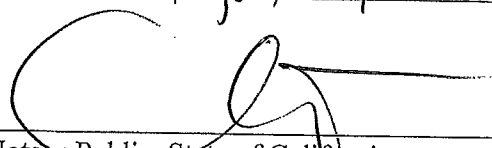
SARAH BEATY

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

This instrument was acknowledged before me on August 9, 2016, by RAY BEATY.

see Attached CA
Acknowledgment



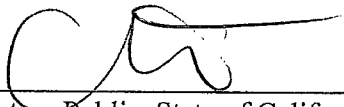
Notary Public in and for the State of California

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

This instrument was acknowledged before me on August 9, 2016, by
SARAH BEATY.

See Attached CA
Acknowledgement Form



Notary Public, State of California
My commission expires: 4/16/2020

PREPARED IN THE OFFICE OF:

ADAMS BENNETT DUNCAN & HENLEY
2745 Wind River Lane
Denton, TX 76210
Tel: (940) 566-6221
Fax: (940) 566-4977

AFTER RECORDING RETURN TO:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

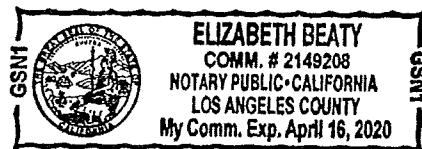
On August 9, 2016 before me, Elizabeth Beaty, Notary Public
(insert name and title of the officer)

personally appeared Sarah Beaty
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

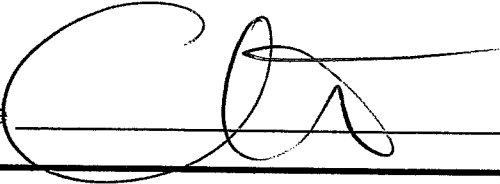
On August 9, 2016 before me, Elizabeth Beaty, Notary Public
(insert name and title of the officer)

personally appeared May Beaty
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

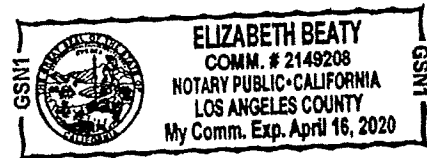
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



ORDINANCE NO. 5962

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW ONE-FAMILY RESIDENTIAL DWELLING IN A C-1 (RETAIL BUSINESS) DISTRICT AT 715 NORTH ELM STREET, BEING LOT 18, BLOCK 1, L. C. CHAPMAN ADDITION (RAY AND SARAH BEATY, OWNERS; AND JARED TREDWAY DESIGN, DESIGNER); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Ray & Sarah Beaty (Owners) and Jared Tredway Design (Designer) are granted a Specific Use Permit to allow one-family residential dwelling in a C-1 (Retail Business) District at 715 North Elm Street, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 18, Block 1, L. C. Chapman Addition

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

Zoning:

1. All aspects of the C-1 (Retail Business) District and the Residential Tree and Landscaping Ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).

3. Parking shall be provided for one space per bedroom; a parking space is considered to be 9'x20' concrete or asphalt
4. A minimum 6' screening height is required abutting any residential uses unless an exception is granted.
5. Review the zoning and development ordinance for additional requirements.
6. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

7. Two car parking that exits to the North shall be moved to exit to the East.

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

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

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

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

INTRODUCED on this the 18th day of July, 2016.

ADOPTED on this the 18th day of July, 2016.

EFFECTIVE DATE on this the 18th day of July, 2016.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

BY: David Plyler
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 170004

SUBCONTRACTOR: ELIZABETH WEST

DATE ISSUED: 1/03/2017

PROJECT ADDRESS: 715 N ELM ST
PARCEL ID: 159483
SUBDIVISION: L C CHAPMAN ADDITION

LOT #: 18
BLK #: 1
ZONE ORD: C-1 RETAIL BUSINESS

ISSUED TO: ELIZABETH WEST
ADDRESS: 505 N MCKOWN
CITY, ST ZIP: SHERMAN TX 75092
PHONE:

CONTRACTOR: ELIZABETH WEST
ADDRESS: 505 N MCKOWN
CITY, ST ZIP: SHERMAN TX 75092
PHONE:

PROP. USE: SINGLE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL CONSTRUCTION
VALUATION: \$ 90,000.00
OCCP TYPE: SINGLE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME

SQ FT: 2,196.00
BEDROOMS: 2
BATHROOMS: 2.5
STORIES: 2

FEE CODE	DESCRIPTION	AMOUNT
BLD03	NEW RESIDENTIAL	\$ 658.80
BLD10	RESIDENTIAL STORMWATER MGMT	\$ 25.00
TOTAL		\$ 683.80

NOTES:

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

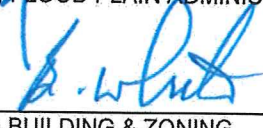
I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

X 
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

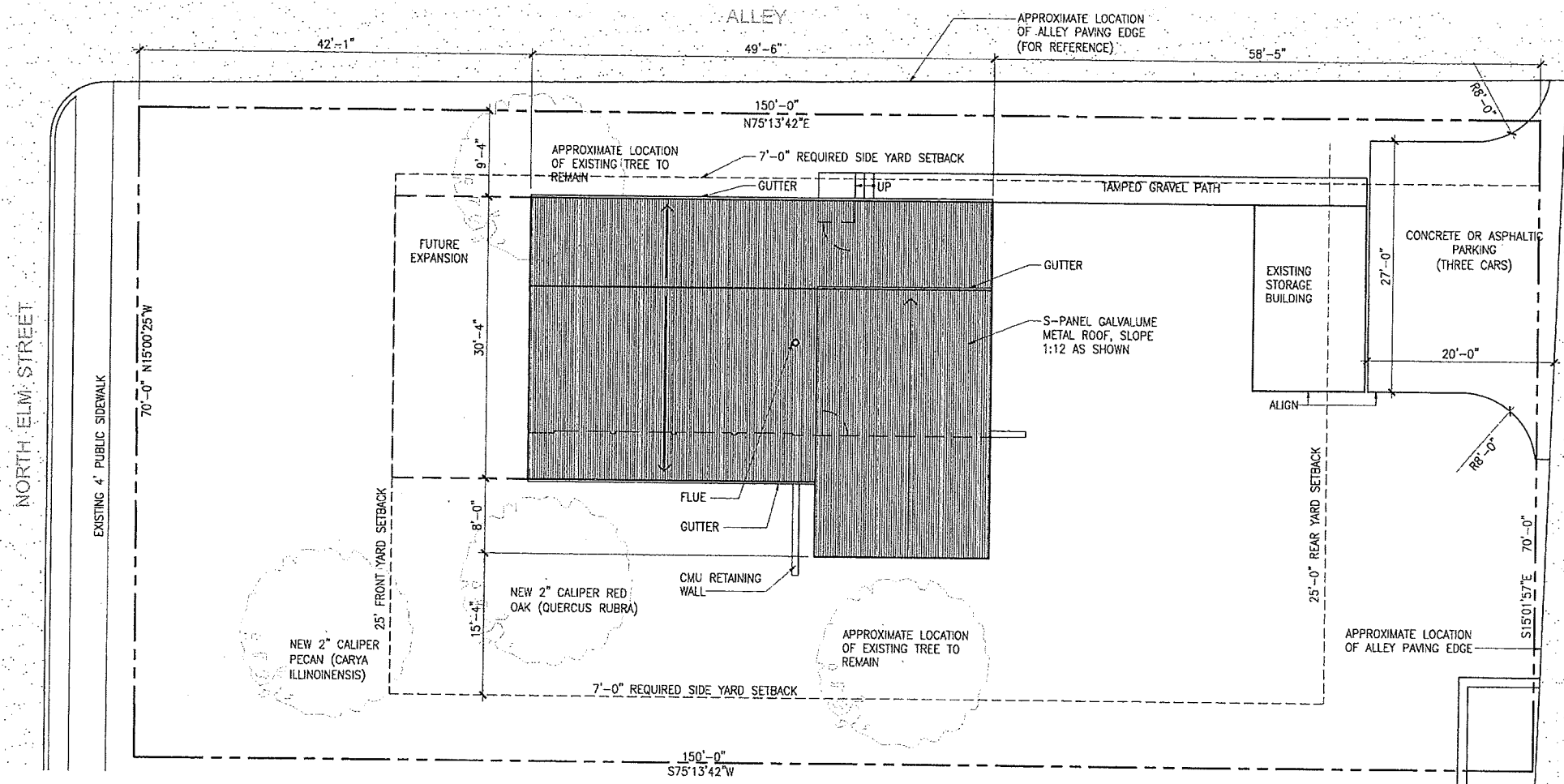
1 / 3 / 17
DATE


(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

1 / 3 / 17
DATE


(APPROVED BY) BUILDING & ZONING

1 / 5 / 17
DATE



PROPERTY INFORMATION:

LEGAL DESCRIPTION:
CHAPMAN ADDITION, BLOCK 1, LOT 18

STREET ADDRESS:
715 N. ELM STREET

ZONING:
R-1 BY SPECIFIC USE PERMIT

APPLICABLE CODES:

2009 INTERNATIONAL RESIDENTIAL CODE
2009 INTERNATIONAL PLUMBING CODE
2009 INTERNATIONAL MECHANICAL CODE
2009 INTERNATIONAL FUEL GAS CODE
2009 INTERNATIONAL ENERGY CONSERVATION CODE
2011 NATIONAL ELECTRIC CODE
2009 INTERNATIONAL FIRE CODE

BUILDING AREAS:

MAIN LEVEL CONDITIONED AREA: 1250 SF
UPPER LEVEL CONDITIONED AREA: 446 SF
COVERED PORCHES: 500 SF
TOTAL UNDER ROOF AREA: 2196 SF

SITE PLAN NOTES:

- 1) FLATWORK AND DRIVE APPROACH AT CONCRETE PARKING SHALL BE CONSTRUCTED IN COMPLIANCE WITH CITY OF SHERMAN DEVELOPMENT STANDARDS.

Ann West Family Home
21 NOVEMBER 2016 | FOR PERMITTING

SITE PLAN AND ROOF PLAN | 1/16"=1'-0"

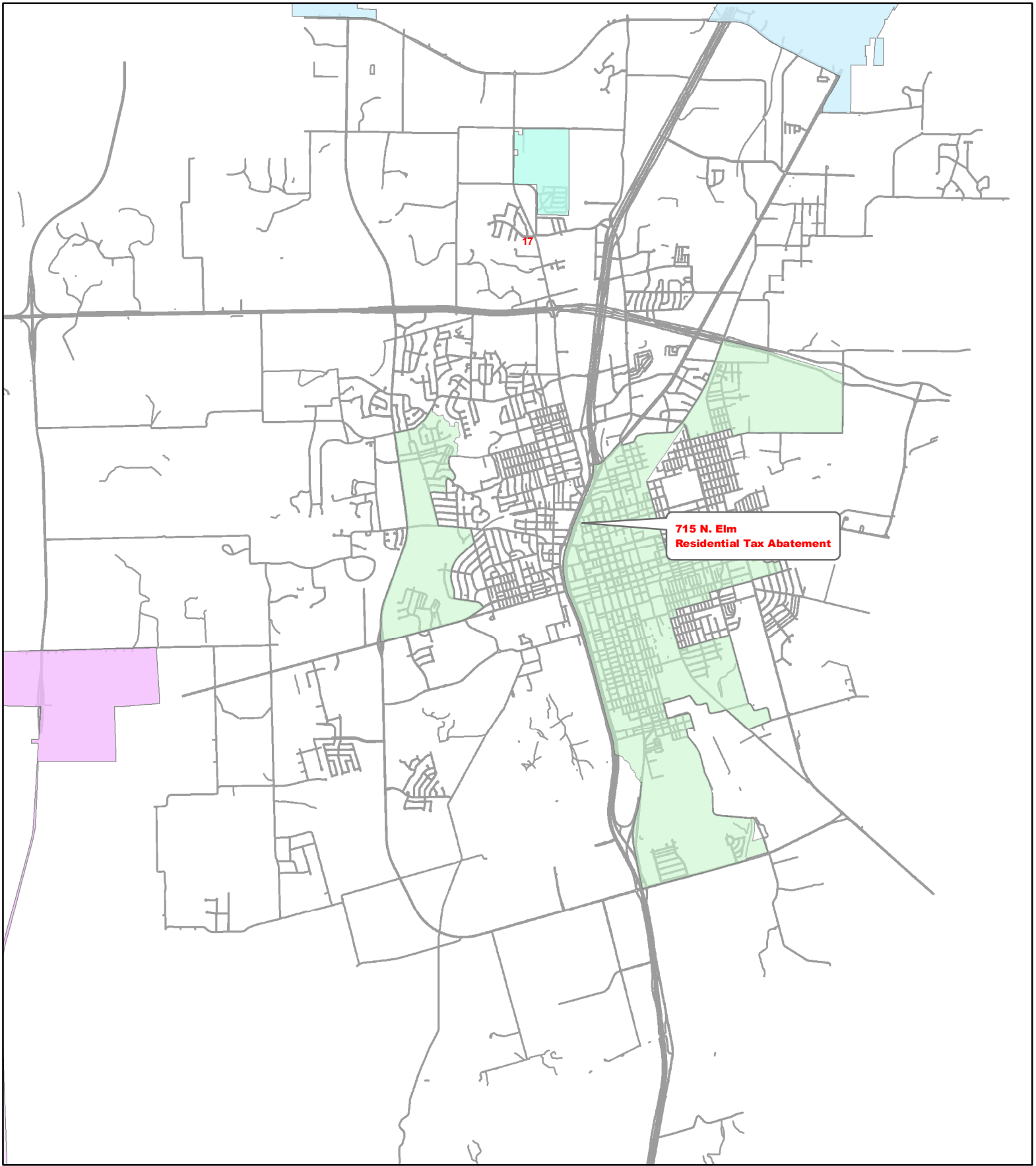


PLAN
NORTH

Jared Tredway
DESIGN

715 N. Elm Street





715 N. Elm Residential Tax Abatement



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE
1 inch = 6,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 1.

Meeting Date: 02/06/2017

Prepared By: Nate Strauch, Community & Support Services Manager

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, with four optional renewal periods

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. F. 1.

Meeting Date: 02/06/2017

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of Sherman Downtown NOW (formerly Downtown Sherman Preservation & Revitalization) to Temporarily Close Certain Streets for "Craft the Night Away" on Saturday, April 8, 2017

Issue:

Sherman Downtown NOW is requesting to temporarily close Crockett Street (between Lamar Street and Houston Street) and Travis Street (between Lamar Street and Houston Street) on Saturday, April 8, 2017 from 11:00 a.m. to 10:30 p.m. for "Craft the Night Away".

This event will include food trucks and/or vendors, a band and other activities. Sherman Downtown NOW will obtain the necessary permits from Texas Tobacco and Alcohol Commission for the sale of craft beer to the patrons of this event.

Background:

This will be the second year for this event.

Origination:

Mrs. Karen Tooley, Director of Sherman Downtown NOW

Financial Consideration:

Barricades and cones would be provided by the City of Sherman Street Department. Solid waste receptacles would be provided by the City's Solid Waste Department. Sherman Downtown NOW would work with the Sherman Police Department to arrange for security officers necessary for the event. Sherman Downtown NOW has been instructed that emergency vehicle accessibility must be maintained throughout the closed streets at all times.

Staff Recommendation:

It is recommended that the Council authorize the use of City resources to provide barricades, cones, solid waste receptacles, and security support as requested.

Alternatives:

As directed by the Council

Attachments

Request Letter dated January 16, 2017

Special Event Request Form dated January 17, 2017

Location Map

16 January 2017



Mr. Steve Ayers
Director of Community Support Services
PO Box 1106
Sherman, TX 75091

Dear Steve,

Downtown Sherman NOW would like city approval to hold an event, Craft the Night Away. The details are below. If I can answer questions or help clarify this request, please do not hesitate to contact me by email (kctooley@msn.com) or phone (903-816-2811).

Sincerely,

A handwritten signature in blue ink that reads "Kc Tooley". The signature is fluid and cursive.

Karen Tooley

Executive Director, Downtown Sherman NOW

Name of Event: Craft the Night Away

Date/Time of Event: Saturday, 8 April 2017, 4:00 pm - 9:00 pm

Description of Event:

From 4:00-5:00 pm: Craft beer sampling VIP ticketed event with an opportunity to meet the brewers. Food is included. Location of event is: 100

block of South Travis, 100 block of South Crockett, and lawn on the north side of Grayson County Courthouse. (Our rain location will be the Municipal Ballroom.)

From 5:00-9:00 pm: The sampling continues but will be open to people holding General Admission tickets.

Street Closure Request:

From 11:00 am-10:30 pm: 100 blocks of S Travis and S Crockett

Supplies Requested: 16 rolling trash cans & 60 orange traffic cones (delivered to the east side of the courthouse near the trash dumpsters)

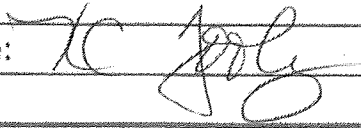
TABC Permit: Downtown Sherman NOW will obtain the necessary permits from TABC.



**Special Event
Date Request Form**

Name of Event:	Craft the Night Away
Type of Event (i.e. Carnival, Circus, Festival, 1 Mile/5 K Run, etc.):	
Location of Event:	S. Travis & S. Crockett - 100 blocks
Date of Event:	April 8, 2017
Event Contact Name:	Karen Tooley
Event Contact Address:	1202 S. Travis
Event Contact Phone:	903 816 2811
Event Contact Email:	Kc.tooley @ msn.com

Completion and approval of the Special Event Date Request Form does not guarantee event approval. The Community and Support Services Department must receive the completed Special Event Application 60 days prior to the event date. If the application is not received the date will be released 60 days prior to the event.

Requester Signature:		Date:	1-17-17
----------------------	---	-------	---------

*Office Use Only
Date Request Received:
Event Date Hold Approved: YES NO
If NO, reason:
Date 60 Days Prior to the Event Date:
Date Special Event Application Received:
Requested Event Date Released: YES NO Date:
Community and Support Services Department Signature:



Special Event Application

This agreement is between the City of Sherman, hereinafter referred to as City, and an event/event coordinator, hereinafter referred to as event, for the cooperation of planning and operating a Special Event.

City reserves the right to close down or cancel any Event that is in violation of any City Ordinance or deviation from this agreement. The City also reserves the right to close down or cancel the Event if public safety or affected department supervisors deem the event unsafe for public participation.

- Application must be submitted at least 60 days prior to the event date.
- The Event must carry property, bodily injury and municipal liability insurance of \$1,000,000.00 per occurrence. The City of Sherman must be shown as an additional named insured on the insurance declaration. One (1) original copy of insurance must be submitted 30 days prior to event date.
- Alcohol distribution or consumption in any City Park and/or street is prohibited, unless approval is granted by motion and order by the City Council. A special event permit for alcohol on private property in conjunction with a Sherman private club may be permitted with a T.A.B.C license. Certain city-owned properties may allow for the consumption of alcohol.
- Please provide all information pertaining to the event as accurately as possible.

General Event Information

Official Name of Event: Craft the Night Away

Type of Event: (i.e. Carnival, Circus, 1 Mile/5 K Run, etc.) _____

Craft beer festival

Event Date: 8 April 2017 Event Times: 4pm - 9pm

Alternate Date: None Event Times: _____

*Alternate date required in case of weather delays

100 S. Crockett
100 S. Travis
Location of Event: North side of courthouse lawn
Event Contact Name: Karen Tooley
Event Contact Address: 1202 S. Travis St.
Event Contact Phone: 903 816-2811
Event Contact Email: KCtooley@msn.com
Alternate Event Contact Name: Sherry Little
Alternate Event Contact Address: 101 N. Travis c/o Old Iron Post
Alternate Event Contact Phone: 903 436 8374
Alternate Event Contact Email: sherrylittle74@gmail.com
Event Day Emergency Contact: Karen Tooley Phone: 903 816 2811
Event Day Emergency Contact: Sherry Little Phone: 903 436 8374
Estimated # of Participants: 1,000 Spectators: -
Is Event Private or Open to the Public? ☐ Private Event ☒ Public Event

Description of Event

Include background/history of this event or type of event and a timeline of event. Maps and site plans are required; site plans should include location of concessions, port-a-lets and dumpsters; description of routes to be used, severe weather emergency plan, etc. Clean-up deposit may be required.

1st Craft the Night Away was April 2016.
The only changes being made in 2017:

1. Rent Municipal Ballroom as rain location
2. Move 1/2 of the breweries to S. Travis
to spread out the crowd

Public Services

Will event take place at a public park/facility? ☐ Yes ☒ No

If yes, which park/facility? _____

*Park and/or facility reservation(s) required prior to completing this application.

Will you need any public street closures? ☒ Yes ☐ No

If Yes, which streets? _____

100 block of S. Travis
100 block of S. Crockett

*Closure of TxDOT controlled streets will need prior approval by TxDOT.

*Police and Fire vehicles must have access through street closures if the need arises.

Street closure time: 11:00 am Time closure removed: 10:30 pm

*Barricades will be provided by the City for the listed street closures. Fees may be required for additional barricade requests.

Where are the parking areas located: (Include on site plan) W. Houston @ N. Crockett,
W. Cherry @ S. Crockett, E Wall @ Walnut, 200 E. Crockett
plus on street parking

Does your event require special/additional support? (Fee may be required)

☒ Police
(crowd control, traffic control, etc.)
If yes, contact Jarena Capps, Police
Department, 903-892-7397

☐ Fire Department
(EMT Support, etc.)
If yes, contact Chief Jones, Fire
Department, 903-892-7263

☐ Other
(provide detail)

If any special/additional support is checked above it is the responsibility of the event coordinator to contact the person listed above, prior to approval. If no contact is made by the event coordinator, the approval process for your special event will cease.

Number of trash containers and size requested over and above the current level: _____

16 rolling trash cans, 8 recycle rolling
cars

*Per city ordinance, all solid waste services must be provided by the city. Additional fees are possible for solid waste services.

60 orange traffic cones

Concessions

Will food concessions be present at the event? ☒ Yes ☐ No

Name, Address & Phone Number for Food Vendors: _____

Not available yet, but we will insist every
vendor displays their permit.

*All food vendors are required to have the appropriate permits required by the city or the county.

Fire Prevention

Will you have any tents at the event? ☒ Yes ☐ No

Will any tents be over 200sq. ft.? ☐ Yes ☒ No

*No smoking signs and 5lb. ABC extinguishers are required in all tents over 200sq. ft.

Will any tents be enclosed? ☐ Yes ☒ No

*A permit (\$50.00 fee) must be obtained from the Developmental Services Department for enclosed tents.

*A flame certificate for the tent and a site plan showing the setback from the property lines will be required to obtain this permit.

Will you have bounce houses? ☐ Yes ☒ No Number: _____

Will you have other air supported structures? ☐ Yes ☒ No

Will there be fireworks? ☐ Yes ☒ No

Will there be any temporary structures built or placed on site? ☐ Yes ☒ No

If Yes, describe: _____

Miscellaneous

Will you need the use of city water and/or electricity? ☐ Yes ☒ No

*Additional fees will apply to the usage of city utilities

Where will restroom facilities be located? Corners of S. Travis / E. Lamar,
S. Crockett / W. Lamar

*Depending on accessibility of restroom facilities, city may require portable toilets to be used

Agreement:

Initial KCJ I hereby attest that the information contained in this application is true and correct. I understand that this is only an application and not a guarantee that a permit will be issued. If a permit is issued, I agree that: (1) if any of the information contained in this application is found to be false; or (2) should my conduct, or the conduct of any participants or guests, not adhere to the Special Event Policies and Procedures; or (3) should any applicable city, county, state or federal rules, regulations, codes or laws be violated, any permit issued shall automatically become null and void and any activity associated with this permit will immediately cease.

Initial KCJ Applicant agrees to assume the defense of and indemnify and save harmless the City, its council members, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such temporary street closure and the activities permitted in connection therewith. The city may require, as a condition of issuance of a permit, that the applicant obtain insurance to serve this end, in such an amount and with such terms as the City determines to be appropriate under the circumstances. This shall be a continuing release and shall remain in effect until revoked in writing.

Initial KCJ In case of emergency or for reasons beyond the City's control, the City reserves the right to cancel the permit prior to scheduled use without liability. Refunds will be made if cancellation by the City is necessary.

Initial KCJ Alcohol must be confined to private property. Alcohol consumed on Public property is a violation of city Ordinance and is prohibited.

Signature:

I the undersigned representative have read the policies and procedures with reference to this application. The information contained herein is complete and accurate.

KC Jody
Signature

1-17-16
Date

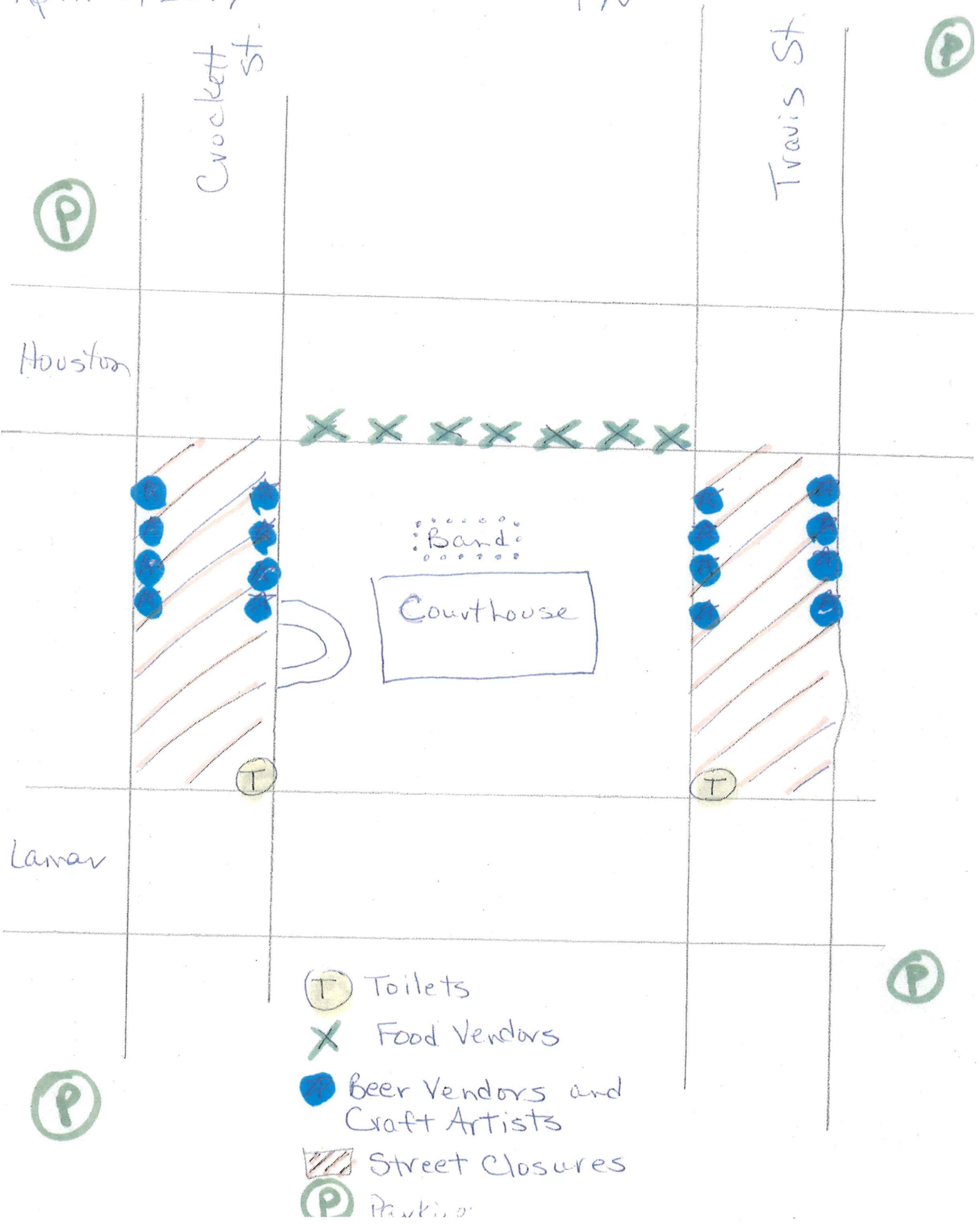
For Office Use Only

DEPARTMENT APPROVALS

DEPARTMENT	DATE	SIGNATURE
City Council Approval		
Fire Department		
Police Department		
Public Works Department		
Solid Waste & Recycling Department		
Parks & Recreation Department		

Craft The Night Away
April 8, 2017

↑ N





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 2.

Meeting Date: 02/06/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of Hickory Estates, being Lots 1-6, Hickory Estates, containing 1.306 acres in the J.B. McAnair Survey, Abstract No. 763; Joe Gilbert Construction, LLC, Owner; Cross Engineering Consultants, Civil Engineer; and Preston Trail Land Surveying, Surveyor (3000-3100 blocks of North Hickory Street)

Issue:

To consider Replat approval of Hickory Estates, being Lots 1-6, Hickory Estates, containing 1.306 acres in the J.B. McAnair Survey, Abstract No. 763, located in the 3000-3100 blocks of North Hickory Street

Background:

The property is located in the 3000-3100 blocks of North Hickory Street, between Oxford Drive and U.S. Highway 82. The property is zoned an R-1 (One Family Residential) District. The owner would like to replat six lots into nine lots for residential development.

Origination:

Joe Gilbert Construction, LLC (Owner)
Cross Engineering Consultants (Civil Engineer)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 17, 2017 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map

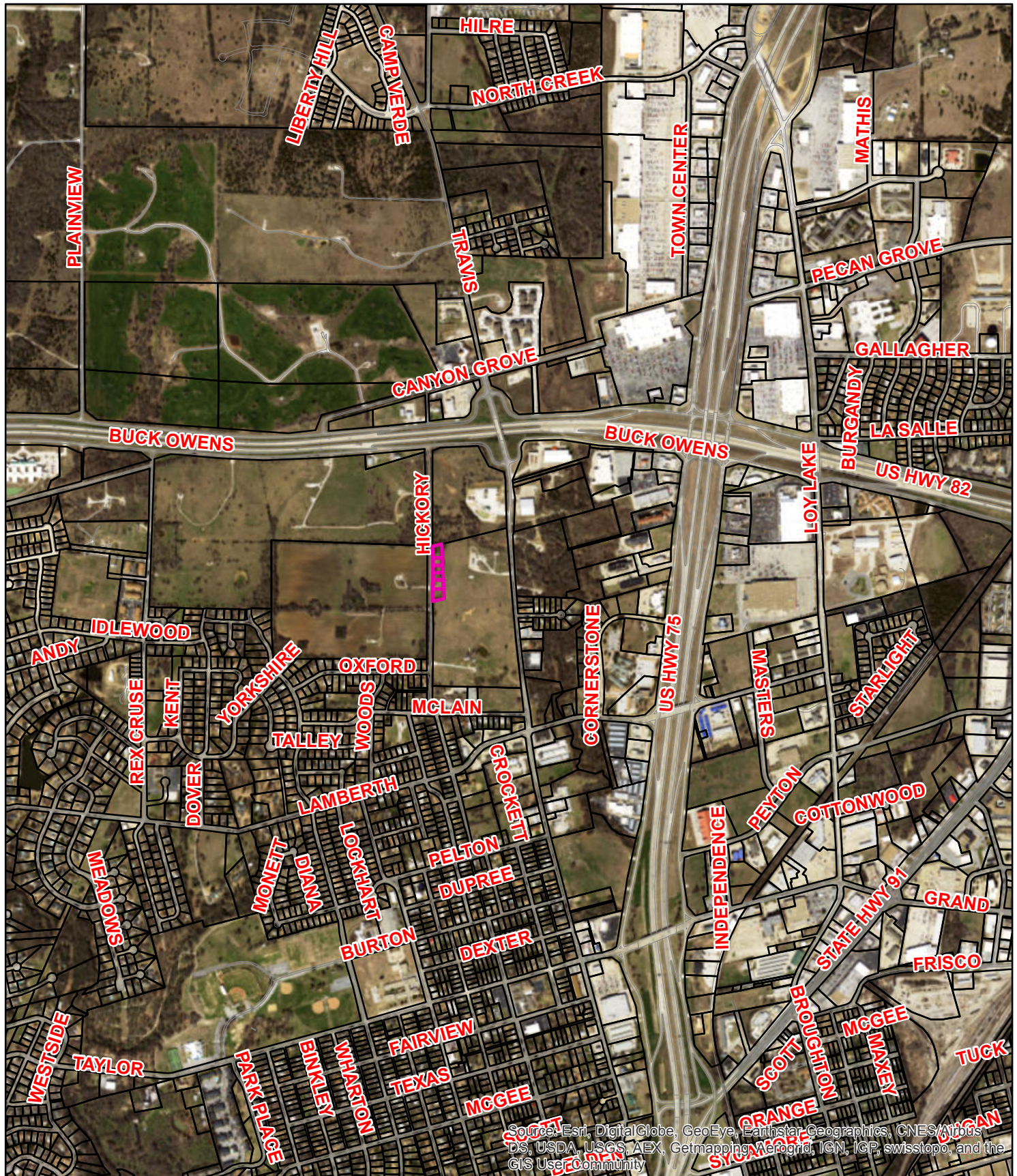
Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter

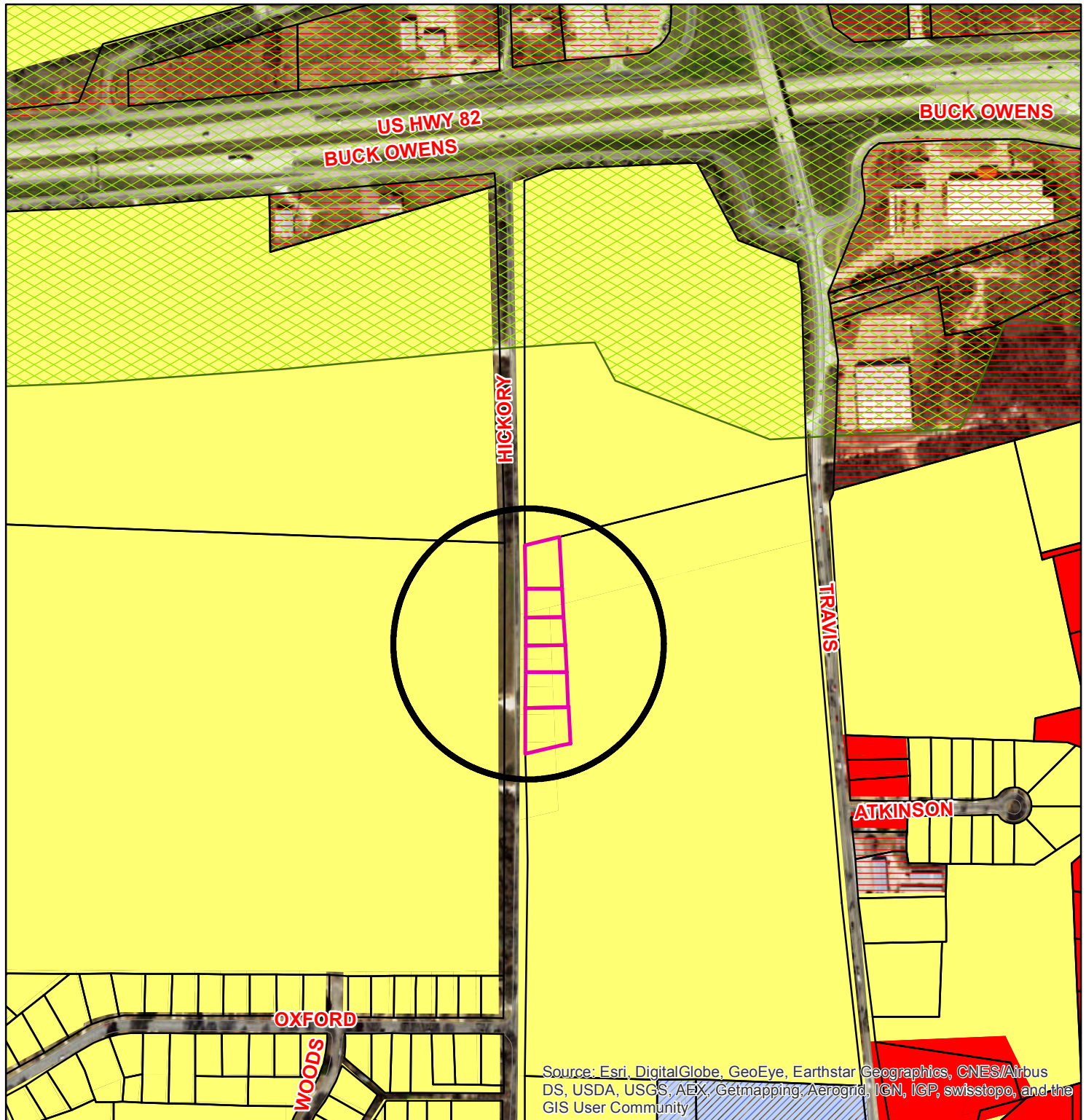
P&Z Communication



3000-3100 Blocks N. Hickory Replat Hickory Estates



1 in = 1,427 ft



Zoning - 3000-3100 Blks. N. Hickory Replat Hickory Estates

Legend

Transportation Corridors Overlay

HWY_NAME

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay

DISTRICT_NAME

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

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

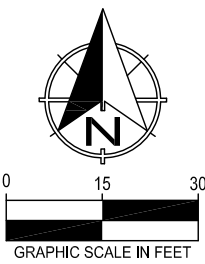
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family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



1 in = 400 ft

3000-3100 Blks. N. Hickory

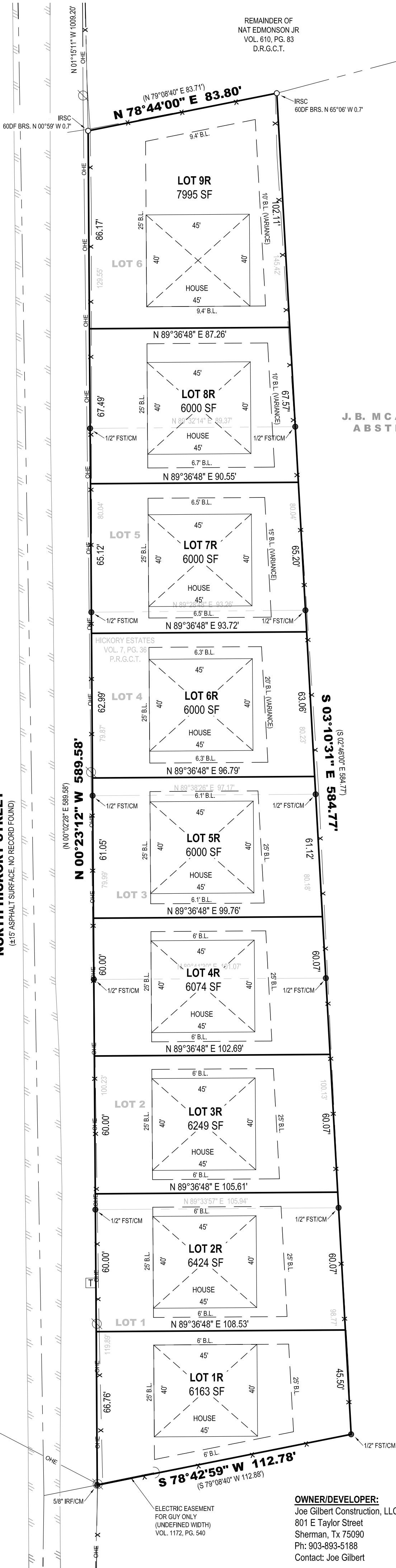




All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

BESSIE JENNINGS CARRAWAY
VOL. 628, PG. 124
D.R.G.C.T.

NORTH HICKORY STREET
(41' ASPHALT SURFACE, NO RECORD FOUND)



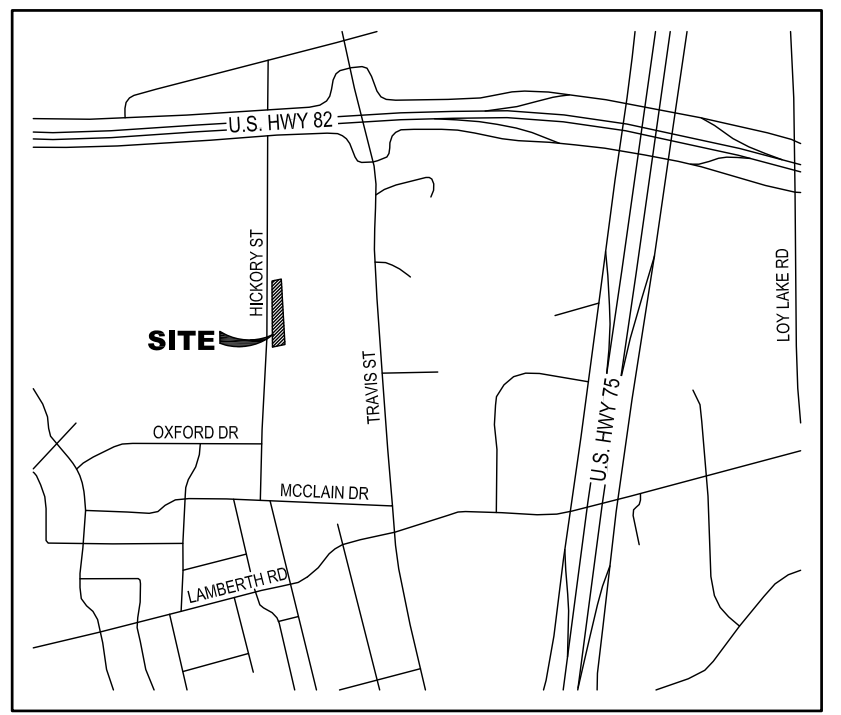
J.B. MCANAIR SURVEY
ABSTRACT NO. 763

MARIAN APRIL MOON SPECIAL NEEDS TRUST, ET AL
CALLED 32.064 ACRES
TRACT NO. ONE
VOL. 4686, PG. 210
O.R.G.C.T.

OWNER/DEVELOPER:
Joe Gilbert Construction, LLC
801 E Taylor Street
Sherman, Tx 75090
Ph: 903-893-5188
Contact: Joe Gilbert

ENGINEER:
Cross Engineering Consultants
131 S Tennessee Street
McKinney, Tx 75069
Ph: 972-562-4409
Contact: Jonathan Hake

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying
83493 N State Highway 289
Suite No. 5
Pottsboro, Tx 75076
Ph: 903-213-0033



VICINITY MAP
(NOT TO SCALE)

LEGEND

●	FOUND MONUMENT
○	SET MONUMENT
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET
IRF	IRON ROD FOUND
CM	CONTROLLING MONUMENT
()	DEED OR PLAT CALL
R.O.W.	RIGHT-OF-WAY
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
B.L.	BUILDING LINE
⊗	UTILITY/POWER POLE
—	GUY
☐	TELEPHONE BOX
—	BOUNDARY LINE
- - -	ADJOINER LINE
—	BUILDING LINE
x	CHAIN LINK/WIRE FENCE
///	ASPHALT
—	OVERHEAD ELECTRIC/UTILITY

LAND DESCRIPTION:

BEING Lots ONE (1) through SIX (6) of HICKORY ESTATES ADDITION to the City of Sherman, Texas, as shown by plat of record in Volume 7, Page 36, Plat Records, Grayson County, Texas.

GENERAL NOTES:

- Subject property is within R-1 Residential Zoning District.
Set Back requirements:
Front Set Back 25'
Rear Set Back 25'
Side Set Back 10% of lot width (Min. 6')

A variance is required for Lot 6R: 20' Rear Set back

A variance is required for Lot 7R: 15' Rear Set back

A variance is required for Lots 8R and 9R: 10' Rear Set back

FLOOD STATEMENT:

I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 485509, effective date 09/20/2010 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0290 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

SITE PLAN
1.306 ACRES
PROPOSED RE-PLAT OF HICKORY ESTATES
Being all of Lots 1 - 6, Hickory Estates
Volume 7, Page 36, P.R.G.C.T.
North Hickory Street, Sherman
Grayson County, Texas

Preston Trail LAND SURVEYING		83493 N. State Hwy 289, Suite 5 Pottsboro, TX 75076 www.prestontrailandsurveying.com 903-213-0033	
TBPLS Firm No. 10194175	Drawn by: CRN Checked by: JEG	Scale: 1"=30' Date: 12/20/2016	Project No. 16-0434 Sheet No. 1 of 1

STAFF REVIEW LETTER

January 11, 2017

Joe Gilbert Construction, LLC
801 E. Taylor St.
Sherman, TX 75090

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

Cross Engineering Consultants
131 S. Tennessee St.
McKinney, TX 75069

Dear Applicants,

The request for approval of the Replat of Hickory Estates has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 17, 2017 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. Remove building setback lines from plat.
5. Remove direction (North) from street name.
6. Remove Item # 2 in the General Notes regarding setbacks.
7. Dedicate a 10' Utility Easement along Hickory Street.
8. Require 10' Drainage easement along rear of property.
9. Water and sewer shall be extended to serve the development. Sewer capacity shall be verified for proposed use.
10. A utility, drainage, and grading plan shall be provided and approved by the City Engineering Department. A site development meeting is recommended.
11. Detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
12. Any other changes made to the plat prior to the fulfillment of the conditions of the staff review, must be considered minor by 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 Clint Philpott, at 903-892-7327 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

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Don Keene, Asst. City Manager
Clay Barnett, Director of Public Works and Eng.



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

Agenda Item No. 12.

Meeting Date: 01/17/2017

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

*** 3000-3100 BLOCKS N. HICKORY**

The request of Joe Gilbert Construction, LLC (Owner), Cross Engineering Consultants (Civil Engineer) and Preston Trail Land Surveying (Surveyor) concerning the property in the 3000-3100 Blocks North Hickory Street, being Lots 1-6, Hickory Estates, containing 1.306 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

Planning and Zoning Commission

Replat approval of Hickory Estates.

Background:

The property is located in the 3000-3100 Blocks of North Hickory Street, between Oxford Drive and U.S. Highway 82. The property is zoned an R-1 (One Family Residential) District. The owner would like to replat six lots into nine lots for residential development.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Joe Gilbert Construction, LLC (Owner)

Cross Engineering Consultants (Civil Engineer)

Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

Number of notices mailed:

8

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 3.

Meeting Date: 02/06/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of Part of Lots 20 and 21, Mayhew's Second Supplement, being 0.41 acres in the Samuel Blagg Survey, Abstract No. 56 and being a Part of Lots 20 and 21 in Mayhew's Second Supplement; Landmark Bank, Owners; and Underwood Drafting and Surveying, Surveyor (1518 South Austin Street)

Issue:

To consider Replat approval of part of Lots 20 and 21, Mayhew's Second Supplement, being 0.41 acres in the Samuel Blagg Survey, Abstract No. 56, and being a part of Lots 20 and 21 in Mayhew's Second Supplement, located at 1518 South Austin Street

Background:

The property is located at 1518 South Austin Street between Olive and Staples Streets. The owner would like to replat the property into two lots for commercial development.

Origination:

Landmark Bank (Owner)

Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 17, 2017 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter
P&Z Communication



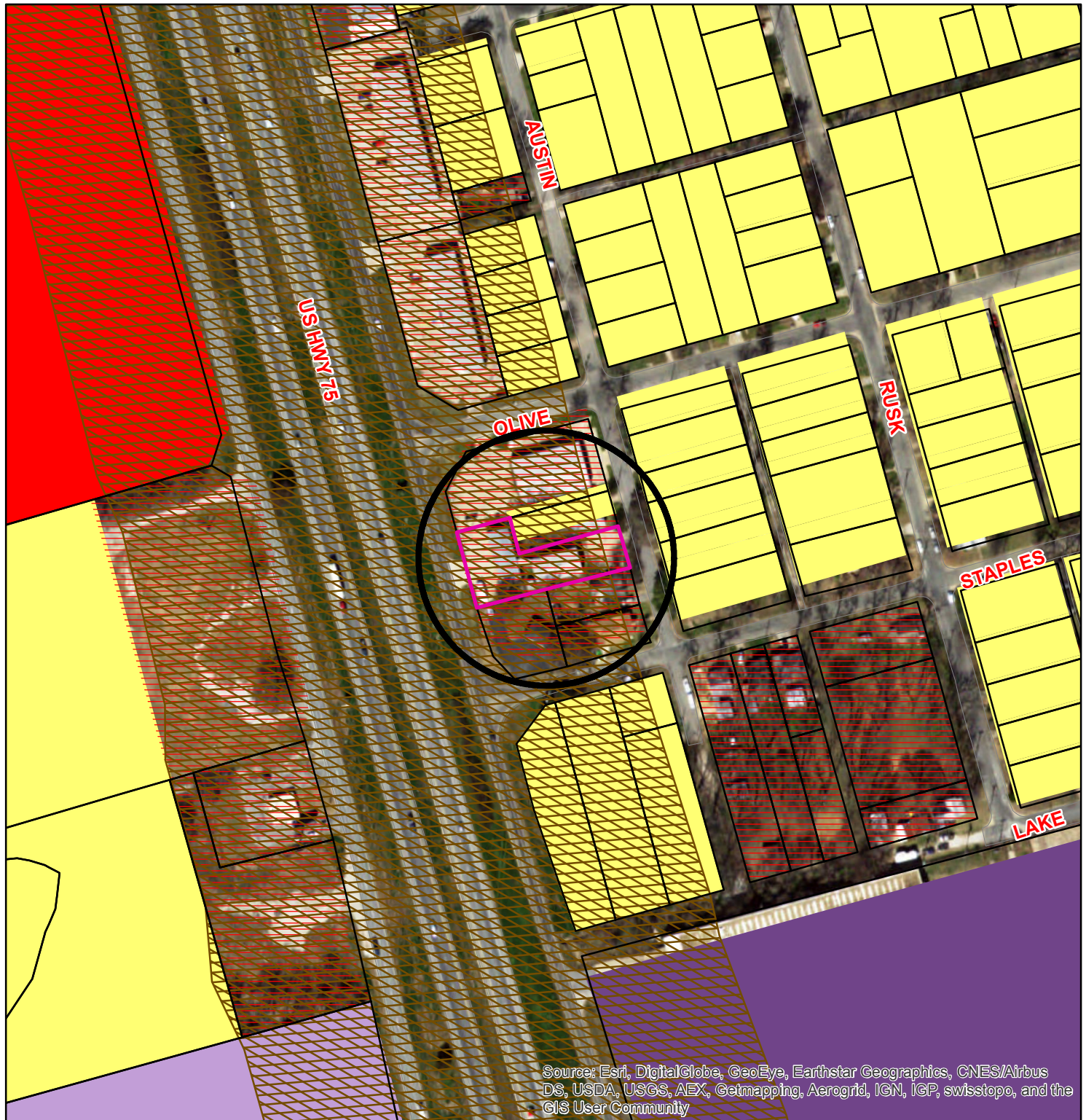
1518 S. Austin Replat Mayhew's 2nd Supplement



City of Sherman, Texas
Developmental Services Department



1 in = 800 ft



Zoning - 1518 S. Austin Replat Lots 20 & 21, Mayhew's 2nd Supplement

Legend

Transportation Corridors Overlay

HWY_NAME

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay

DISTRICT_NAME

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

Unknown

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

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



NOT TO SCALE

1 in = 200 ft

1518 S. Austin



LEGAL DESCRIPTION

Situated in the City of Sherman, Grayson County, Texas, being a part of the Samuel Blagg Survey, Abstract No. 58, and being a part of Lots 20 and 21 in Mayhew's Second Supplement to said City of Sherman as shown on Correction Plat recorded in Volume 425, Page 307, Deed Records, Grayson County, Texas, and being the same tract of land referred to as Tract Two conveyed by Christopher A. Gripp and Erik A. Gripp to Contempo Company L.L.C. by deed dated February 13, 2007, recorded in Volume 4193, Page 448, 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 Southwest corner of said Tract Two in the East right-of-way line of U. S. Highway No. 75, said rod also marking the Northwest corner of the same tract of land described as 0.22 acres conveyed by David W. Linton et ux to Ronald D. Quinlan et ux by deed dated April 22, 2000, recorded in Volume 2971, Page 191, said Official Public Records;

Thence North 14°22'00" West with said right-of-way line a distance of 112.00 feet to a 1/2" steel rod found maintaining the Northwest corner of said Tract Two and the Southwest corner of the same tract of land described as 0.55 acres conveyed by said Contempo Company L.L.C. to Patsy Jean Foundation, Ltd. by deed dated June 18, 2007, recorded in Volume 4267, Page 924, said Official Public Records;

Thence North 75°50'59" East with the South line of the said 0.55 acre tract a distance of 76.70 feet to a 1/2" steel rod set marking the most Northerly Northeast corner of said Tract Two;

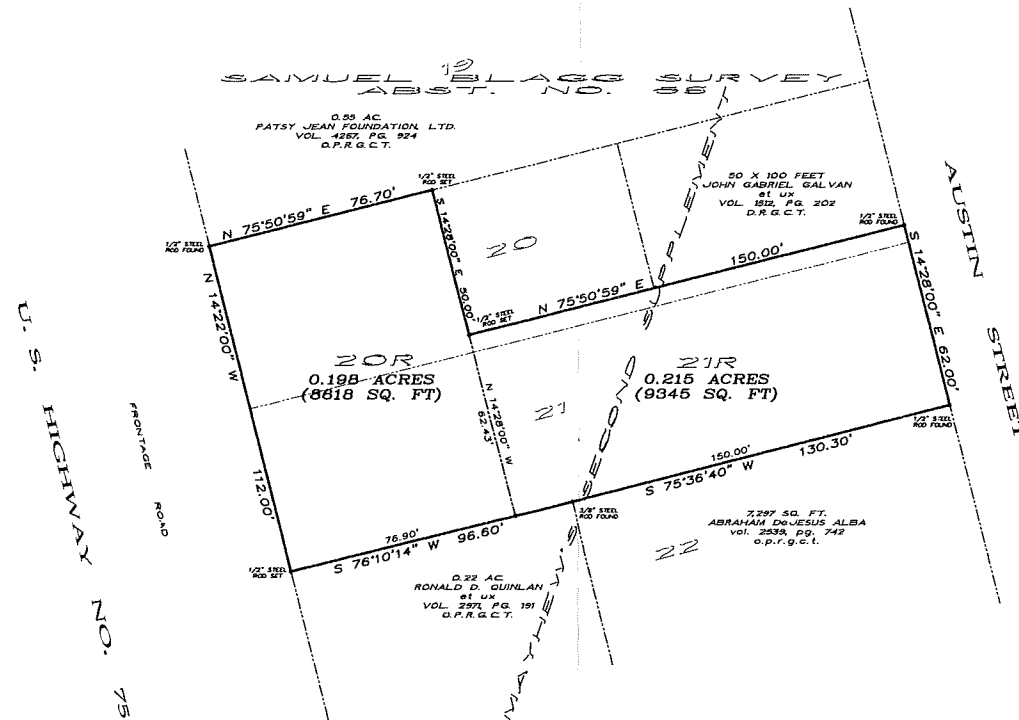
Thence South 14°28'00" East a distance of 50.00 feet to a 1/2" steel rod set marking an inside "L" corner;

Thence North 75°50'59" East a distance of 150.00 feet to a 1/2" steel rod found maintaining the most Easterly Northeast corner of said Tract Two in the West right-of-way line of Austin Street;

Thence South 14°28'00" East with said West right-of-way line of Austin Street a distance of 62.00 feet to a 1/2" steel rod found maintaining the Southeast corner of said Tract Two and the Northeast corner of the same tract of land described as 7,297 square feet conveyed by David L. Noel et al to Abraham DeJesus Alba by deed dated April 28, 1997, recorded in Volume 2539, Page 742, said Official Public Records;

Thence South 75°36'40" West a distance of 130.30 feet to a 3/8" steel rod found maintaining the Northwest corner of the said Alba tract and the Northeast corner of the said Quinlan tract;

Thence South 76°10'14" West a distance of 96.60 feet to the Point-of-Beginning and containing 0.41 acres of land.



KNOWN ALL MEN BY THESE PRESENTS:

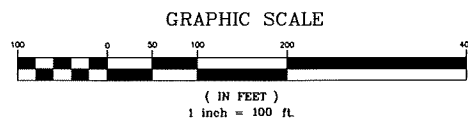
That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon were properly placed, under my personal supervision, in accordance with the subdivision regulations of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

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

Date

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



~ BASIS OF BEARINGS ~
COURSE ALONG U. S. HIGHWAY NO. 75
AS PER TxDOT DATA

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT WE, LANDMARK BANK, do hereby adopt this plat designating the hereinabove property, as the REPLAT OF PART OF LOTS 20 & 21, MAYHEW'S SECOND SUPPLEMENT, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this _____ day of _____, 2017.

MIKE WILLIAMS
REGIONAL CREDIT EXECUTIVE
LANDMARK BANK

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 MIKE WILLIAMS known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2017.

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

Approved this _____ day of _____, 2017, by the
City Planning Commission to the City of Sherman, Texas.

Chairman Secretary

Accepted by the City Council of the City Sherman

Mayor, City of Sherman, Texas

Date

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, REPLAT OF PART OF LOTS, 20 & 21, MAYHEW'S SECOND SUPPLEMENT, an addition to the City of Sherman, Texas, was submitted to the City Council on the _____ day of _____, 2017, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this _____ day of _____, 2017.

Clerk, City of Sherman, Texas

REPLAT
PART OF LOTS 20 & 21
MAYHEW'S SECOND SUPPLEMENT
BEING 0.41 ACRES IN THE
SAMUEL BLAGG SURVEY, ABSTRACT NO. 58
AN ADDITION TO THE CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

12-1-16

OWNERS/DEVELOPER
LANDMARK BANK
720 E. PEYTON ST.
SHERMAN, TEXAS 75090

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

UNDERWOOD

DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151



CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

January 11, 2017

Landmark Bank
720 E. Peyton St.
Sherman, TX 75090

Douglas W. Underwood
3404 Interurban Rd.
Denison, TX 75021

Dear Applicants,

The request for approval of the Replat of parts of Lots 20 and 21, Mayhew's Second Supplement has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 17, 2017 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on the plat.
5. All requirements of the Floodplain Ordinance should be followed.
6. Show ownership of subject property on drawing.
7. Show Point of Beginning on drawing.
8. Show ownership of remainder of Lot 20. Remainder of Lot 20 must have street frontage. Coordinate with City Engineer.
9. Verify location of sewer and show easement.
10. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning and 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 Clint Philpott, at 903-892-7327 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

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Don Keene, Asst. City Manager
Clay Barnett, Director of Public Works and Eng.



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

Agenda Item No. 7.

Meeting Date: 01/17/2017

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

*** 1518 S. AUSTIN STREET**

The request of Landmark Bank (Owner) and Underwood Drafting & Surveying (Surveyor) concerning the property located at 1518 South Austin Street, being 0.41 acres in the Samuel Blagg Survey, Abstract No. 56 and being a part of Lots 20 and 21 in Mayhew's Second Supplement, as follows:

Planning and Zoning Commission

Replat approval of part of Lots 20 and 21, Mayhew's Second Supplement.

Background:

The property is located at 1518 South Austin Street between Olive and Staples Streets. The owner would like to replat the property into two lots for commercial development.

Adjacent Zoning:

R-1 (One Family Residential) District

C-2 (General Commercial) District

Origination:

Landmark Bank (Owner)

Underwood Drafting & Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

21

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 4.

Meeting Date: 02/06/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Final Plat Approval of The Oaks of Norwood, being 17.500 acres in the Fielding Bacon Survey, Abstract No. 120, the William Thompson Survey, Abstract No. 1209, and the Elijah Hartzog Survey, Abstract No. 540; Norberto and Lisa Galarza, Jeff Hill and Lester W. Vance, LLC, Owners; and Underwood Drafting and Surveying, Surveyor (3000-3100 blocks of West Lamberth Road and 2200 block of Norwood Street)

Issue:

To consider Final Plat approval of The Oaks of Norwood, being 17.500 acres in the Fielding Bacon Survey, Abstract No. 120, the William Thompson Survey, Abstract No. 1209, and the Elijah Hartzog Survey, Abstract No. 540, located in the 3000-3100 blocks of West Lambeth Road and the 2200 block of Norwood Street

Background:

The property is located in the 3000-3100 blocks of West Lamberth Road and the 2200 block of Norwood Street just west of Shady Oaks Lane. The owners would like to plat the property into nine lots for residential development.

Origination:

Norberto and Lisa Galarza, Jeff Hill and Lester W. Vance, LLC (Owners)
Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 17, 2017 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

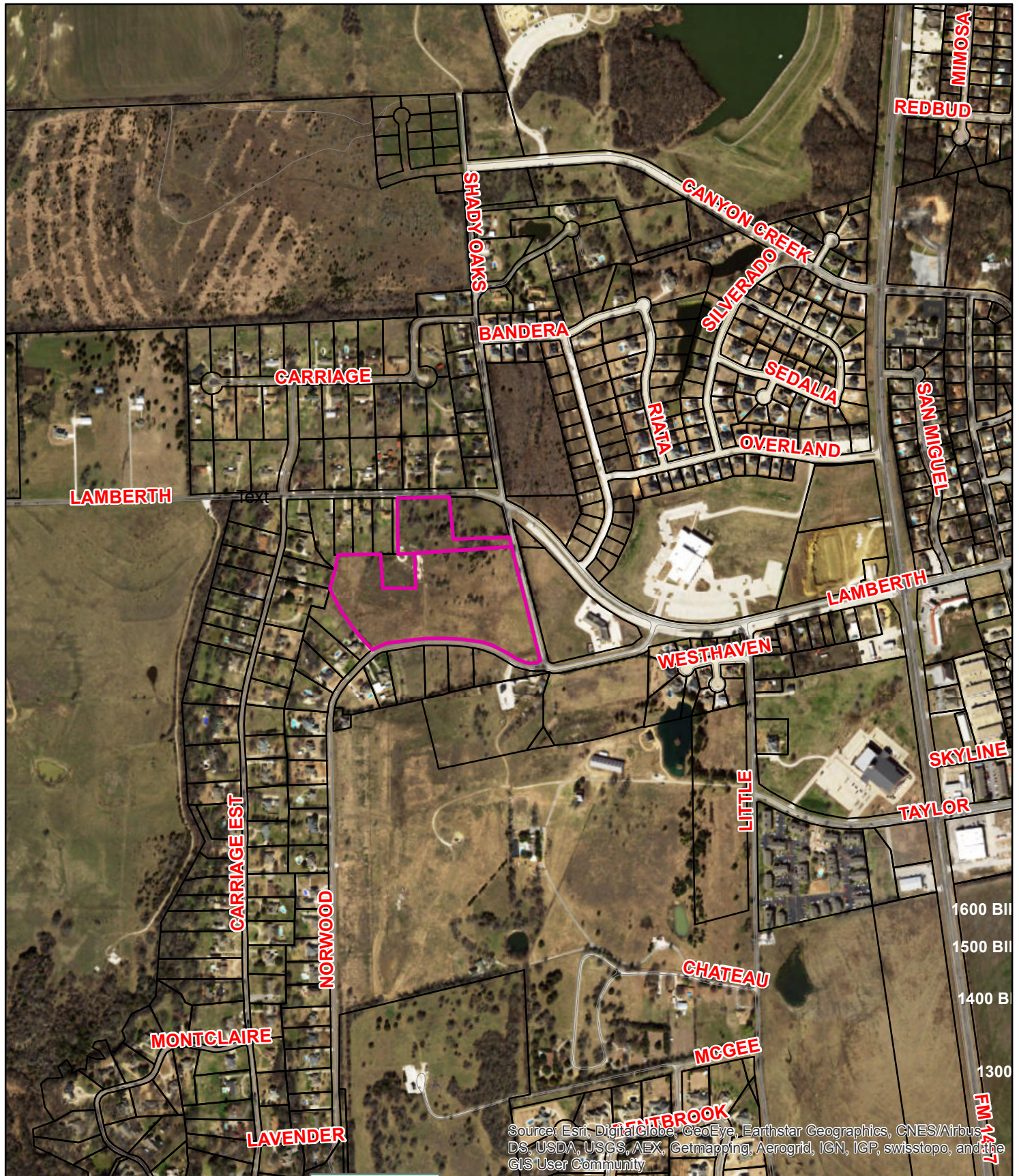
Location Map

Zoning Map

Final Plat

Staff Review Letter

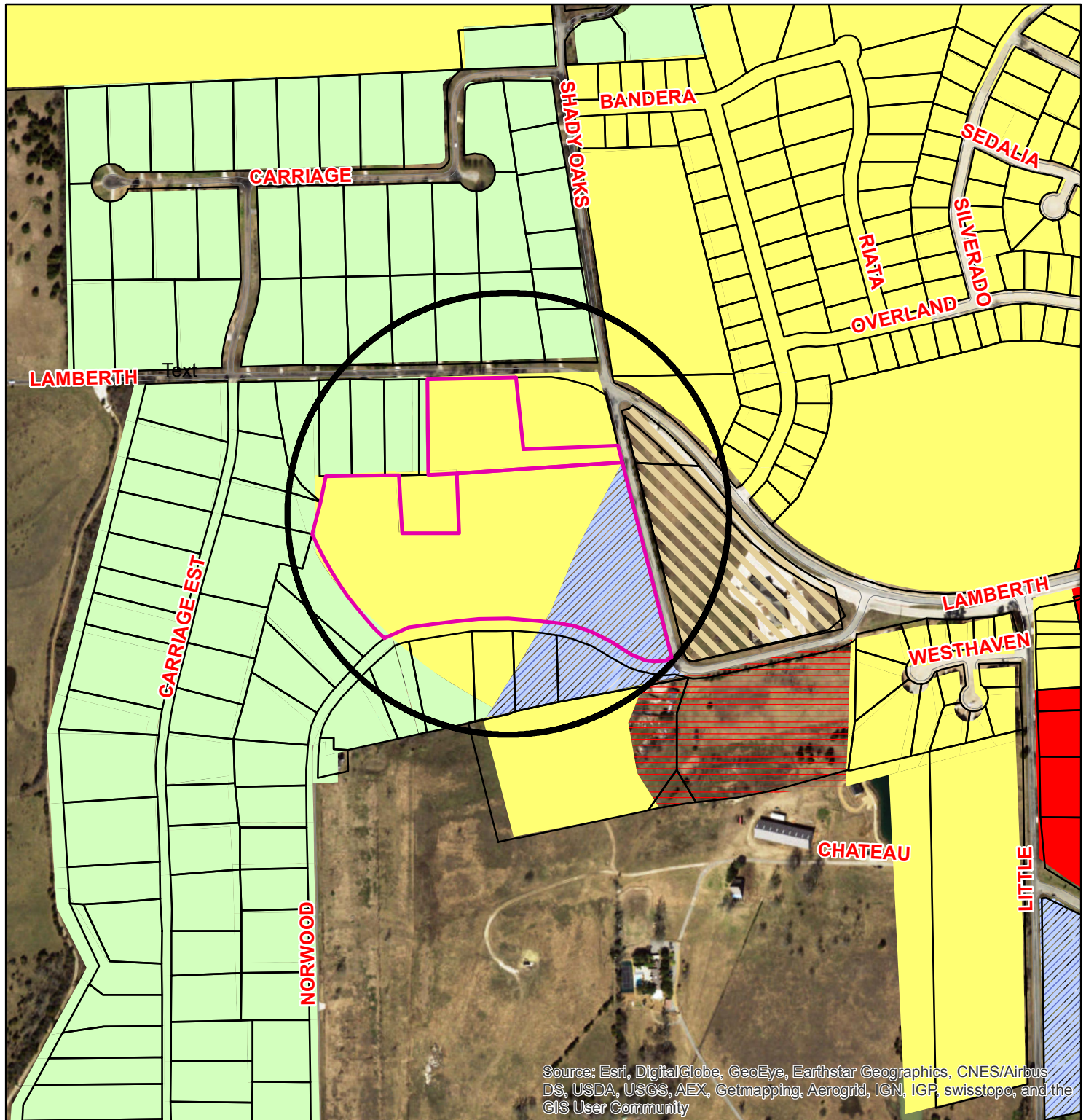
P&Z Communication



**3000-3100 Blks. W. Lamberth & 2200 Blk. Norwood St.
Oaks of Norwood**



1 in = 800 ft



Zoning - 3000-3100 Blks. W. Lamberth & 2200 Blk. Norwood Oaks of Norwood



City of Sherman, Texas
Developmental Services Department

Transportation Corridors Overlay

HWY_NAME

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay

DISTRICT_NAME

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

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

C-2 General Commercial District

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



NOT TO SCALE

1 in = 500 ft

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the William Thompson Survey, Abstract No. 120; Elijah Hartzog Survey, Abstract No. 540 and Fielding Bacon Survey, Abstract No. 120 and being the same 17,500 acre tract of land conveyed to Lester W. Vance by deed of record in Volume 4490, Page 438, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found in the center of Lamberth Road maintaining the northeast corner of said 17,507 acre tract, said spike also being the northwest corner of a parcel of land previously conveyed to the City of Sherman for Lamberth Road right-of-way;

Thence South 00°45'23" East, the west line of said Parcel passing a 1/2" steel rod at a distance of 343.47 feet and continuing along a 1/2" steel rod at a distance of 343.47 feet to a railroad spike found in the center of Shady Oaks Lane, a distance of 343.47 feet to a railroad spike found in the center of Shady Oaks Lane;

Thence North 89°05'07" East, along the south line of said 2,000 acre tract, a distance of 343.47 feet to a railroad spike found in the center of Shady Oaks Lane;

Thence South 13°51'26" East, along the center of said Shady Oaks Lane, a distance of 807.37 feet to a P/X nail set at the intersection of the center of Shady Oaks Lane and the center of Norwood Street also being the the southeast corner of said 17,507 acre tract and being the northeast corner of Norwood Addition on addition to the City of Sherman as shown by plat of record in Volume 22, Page 184, Plat Records, Grayson County, Texas;

Thence along the center of said Norwood Street and north line of said Norwood Addition the following calls and distances:

With a non-tangent curve to the right having a radius of 236.71 feet, (chord bears North 80°23'13" West, a distance of 179.20 feet) an arc length of 183.78 feet to a P/X nail set;

North 58°08'43" West, a distance of 157.55 feet to a P/X nail set;

With a tangent curve to the left having a radius of 361.69 feet, (chord bears North 76°46'45" West, a distance of 231.13 feet) an arc length of 235.26 feet to a P/X nail set;

South 84°35'16" West, a distance of 442.05 feet to a P/X nail set;

With a tangent curve to the left having a radius of 100.97 feet, (chord bears South 64°00'34" West, a distance of 70.98 feet) an arc length of 72.53 feet to a P/X nail set at the southwest corner of said 17,507 acre tract and the southeast corner of a 1.557 acre tract of land conveyed to Timothy A. Roth et ux by deed of record in Volume 2393, Page 231, Real Property Records, Grayson County, Texas;

Thence along the east line of said 1.557 acre tract with a non-tangent curve to the right having a radius of 1174.90 feet, (chord bears North 35°06'06" West, a distance of 469.47 feet) an arc length of 472.65 feet to a 1/2" steel rod set in the east line of a 1.00 acre tract of land conveyed to Don R. Manuel et ux by deed of record in Volume 1487, Page 784, of said Deed Records said rod also being the northeast corner of said 1.557 acre tract;

Thence North 14°28'31" East, along the east line of said Manuel Tract, a distance of 118.69 feet to a wood fence corner post maintaining the southeast corner of a 1.00 acre tract of land conveyed to John Pugh et ux by deed of record in Volume 4684, Page 911 of said Official Public Records;

Thence North 10°58'18" East, along the east line of said Pugh Tract, a distance of 93.54 feet to a 1/2" steel rod found in the south line of a 0.956 acre tract of land conveyed to David H. Green et ux by deed of record in Volume 2541, Page 417, of said Official Public Records;

Thence North 89°11'28" East, along the south line of said 0.956 acre tract, a distance of 88.79 feet to a 1/2" steel rod found maintaining the southwest corner of a 1.000 acre tract of land conveyed to Sanja A. Borah by deed of record in Volume 2566, Page 417 of said Official Public Records;

Thence North 89°05'59" East, along the south line of said Borah Tract, a distance of 141.63 feet to a 1/2" steel rod set for the northwest corner of a 0.250 acre tract of land conveyed to Gulf Oil Corporation by deed of record in Volume 1586, Page 636, Deed Records, Grayson County, Texas;

Thence South 00°54'29" East, along the west line of said 0.250 acre tract, a distance of 208.72 feet to a 1/2" steel rod set for the southwest corner of said 0.250 acre tract;

Thence North 89°05'32" East, along the south line of said 0.250 acre tract passing the southwest corner of a 1.25 acre tract of land conveyed to Gulf Oil Corporation by deed of record in Volume 1577, page 765, of said Deed Records, a distance of 260.88 feet to a 1/2" steel rod found maintaining the southeast corner of said 1.25 acre tract;

Thence North 00°54'29" West, along the east line of said 1.25 acre tract, a distance of 208.71 feet to a 1/2" steel rod found maintaining the easterly most northeast corner of said 1.25 acre tract;

Thence South 89°05'29" West, along a north line of said 1.25 acre tract, for a total distance of 132.71 feet to a 1/2" steel rod set for an angle point in the east line of said 1.25 acre tract;

Thence North 00°44'53" West, along the east line of said 1.25 acre tract passing a 1/2" steel rod set at a distance of 322.82 feet and continuing for a total distance of 363.14 feet to a P/X nail found maintaining the northeast corner of said 1.25 acre tract;

Thence North 89°05'02" East, along the center of said Lambert Road, a distance of 359.62 feet to the Point of Beginning and containing 17,500 acres (762,256 square feet) 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

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 drainage easements for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.

OWNERS/DEVELOPER
NORBERTO & LISA GALARZA
JEFF HILL
LESTER W. VANCE, LLC
1301 N. SAM RAYBURN FRWY
SHERMAN, TEXAS 75090

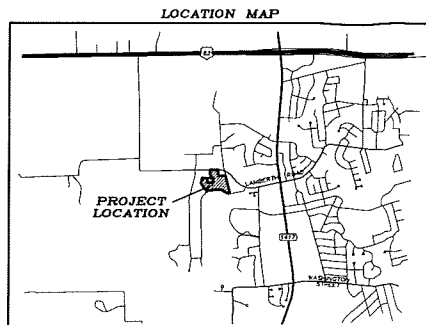
SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

STATE OF TEXAS
COUNTY OF GRAYSON

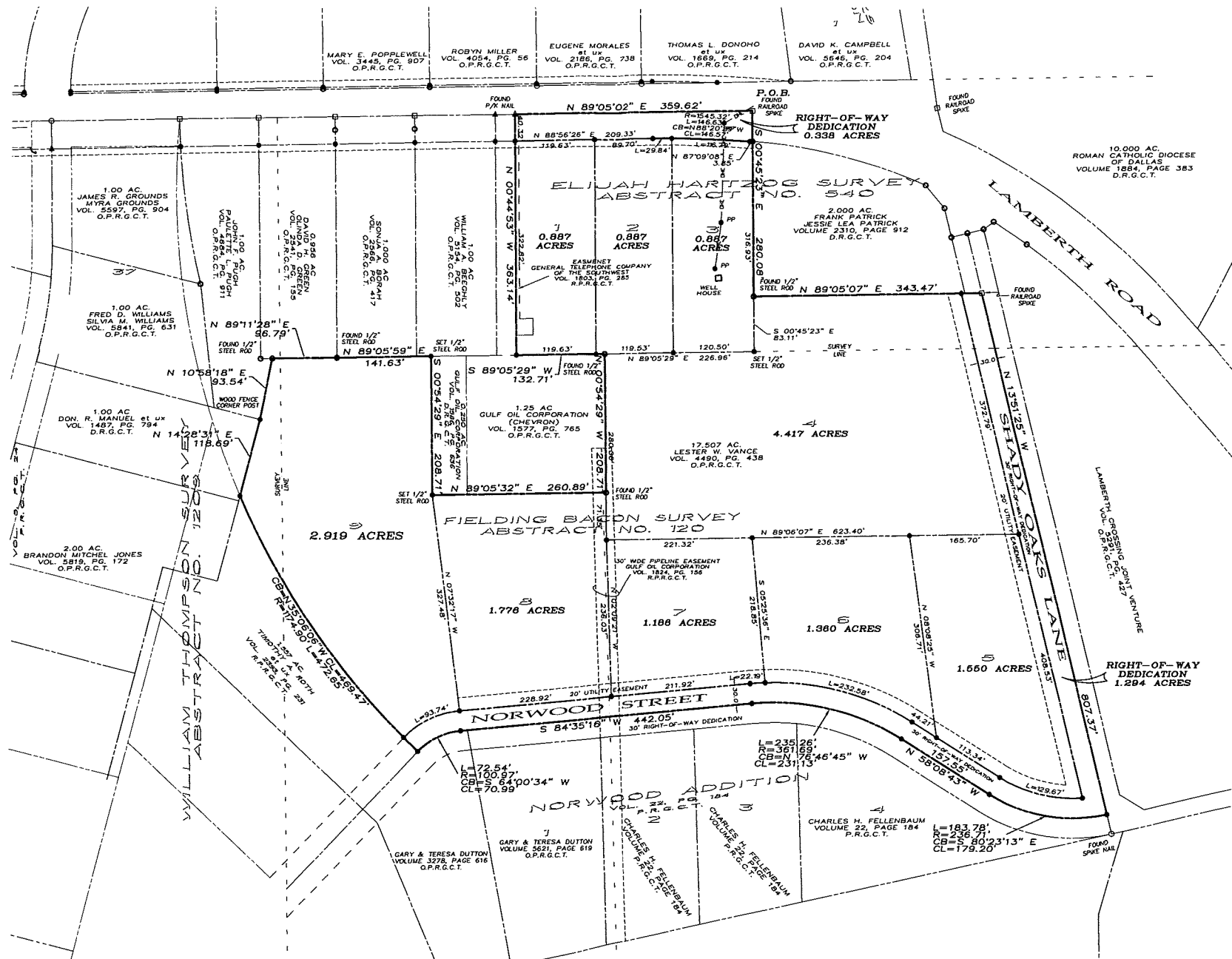
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JEFF HILL known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of _____, 2016.

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



(NOT TO SCALE)



STAFF REVIEW LETTER

January 11, 2017

Norberto & Lisa Galarza
Jeff Hill
Lester W. Vance, LLC
1301 N. Sam Rayburn Frwy.
Sherman, TX 75090

Douglas W. Underwood
3404 Interurban Rd.
Denison, TX 75021

Dear Applicants,

The request for approval of the Preliminary and Final Plat of Oaks of Norwood has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 17, 2017 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

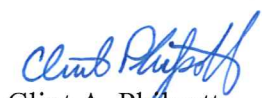
City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from the City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for all streets shall be shown on the plat.
5. Detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
6. Show ownership of Lots 1,2,& 3 on plat.
7. Show recording information for Right-of-way dedication along Lamberth Road (Volume 5913, Page 451, OPRGCT).
8. Extend 20' Utility Easement through Lot 9 along Norwood Street.
9. Add 20'x20' Corner Clip on Lot 5.
10. Calls on legal description and drawing must match.
11. Show all easements on Final Plat.
12. Verify well service on Lot 3 and any associated easements.
13. Sewer service will not be provided by City of Sherman. Remove #2 of General Notes.
14. Require written confirmation from County that septic will be available on less than 1 acre lots. (Lots 1, 2, & 3)
15. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott,
City Engineer

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Steve Ayers, Dir. Of Community and Support Services

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Don Keene, Asst. City Manager
Clay Barnett, Director of Public Works and Eng.



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

Agenda Item No. 5.

Meeting Date: 01/17/2017

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

*** 3000-3100 BLOCKS W. LAMBERTH ROAD & 2200 BLOCK NORWOOD STREET**

The request of Norberto and Lisa Galarza, Jeff Hill and Lester W. Vance, LLC (Owners), and Underwood Drafting & Surveying (Surveyor) concerning the property located in the 3000-3100 Blocks West Lamberth Road and the 2200 Block Norwood Street, being 17.500 acres in the Fielding Bacon Survey, Abstract No. 120, the William Thompson Survey, Abstract No. 1209 and the Elijah Hartzog Survey, Abstract No. 540, as follows:

Planning and Zoning Commission

Preliminary and Final Plat approval of the Oaks of Norwood.

Background:

The property is located in the 3000-3100 Blocks West Lamberth Road and the 2200 Block Norwood Street just west of Shady Oaks Lane. The owner would like to plat the property into nine lots for residential development.

Adjacent Zoning:

R-A (Single Family Agricultural) District

R-1 (One Family Residential) District

R-2 (Multi-Family Residential) District

Origination:

Norberto and Lisa Galarza, Jeff Hill and Lester W. Vance, LLC (Owners)

Underwood Drafting & Surveying (Surveyor)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map

Zoning Map

Preliminary Plat

Final Plat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 5.

Meeting Date: 02/06/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of Lot 1, Block 2, Independence Square Addition, Section Three, being 1.624 acres in the J.B. McAnair Survey, Abstract No. 763, and being All of Lot 1, Block 2, Independence Square Addition, Section Three, containing 14.472 acres; Post Oak Liquidating Trust, Owners; and Underwood Drafting & Surveying, Surveyor (2000-2200 blocks of North Travis Street and North U.S. Highway 75)

Issue:

To consider Replat approval of Lot 1, Block 2, Independence Square Addition, Section Three, being 1.624 acres in the J.B. McAnair Survey, Abstract No. 763, and being all of Lot 1, Block 2, Independence Square Addition, Section Three, containing 14.472 acres, located in the 2000-2200 blocks of North Travis Street and North U.S. Highway 75

Background:

The property is located in the 2000-2200 blocks of North Travis Street and North U.S. Highway 75 between Dexter and Pelton Streets. The property is zoned a C-1 (Retail Business) District and is also located in the O-1 (75 & 82 Overlay) District. The owners would like to replat the property into two lots for commercial development.

Origination:

Post Oak Liquidating Trust (Owners)
Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

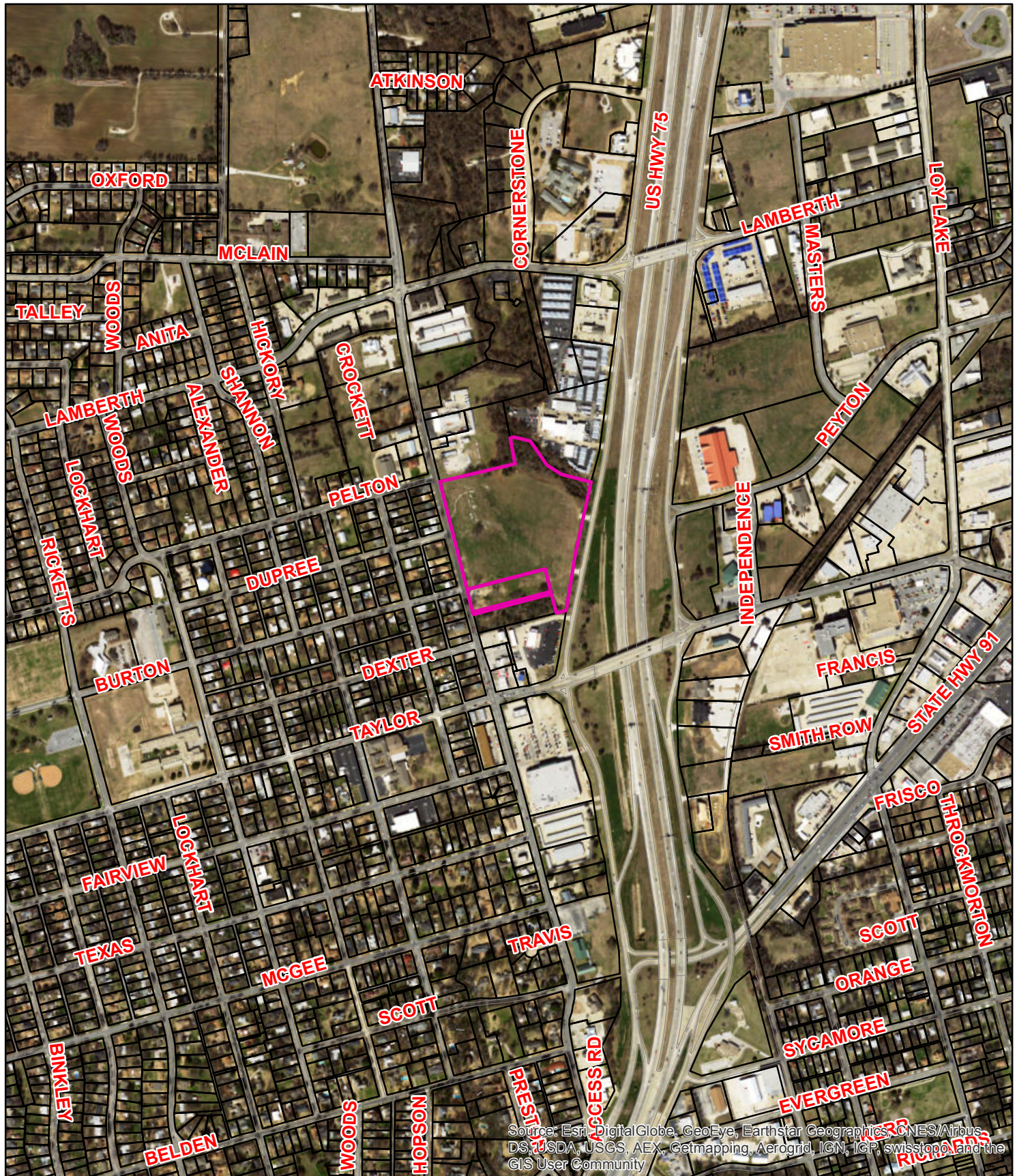
At the January 17, 2017 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter
P&Z Communication

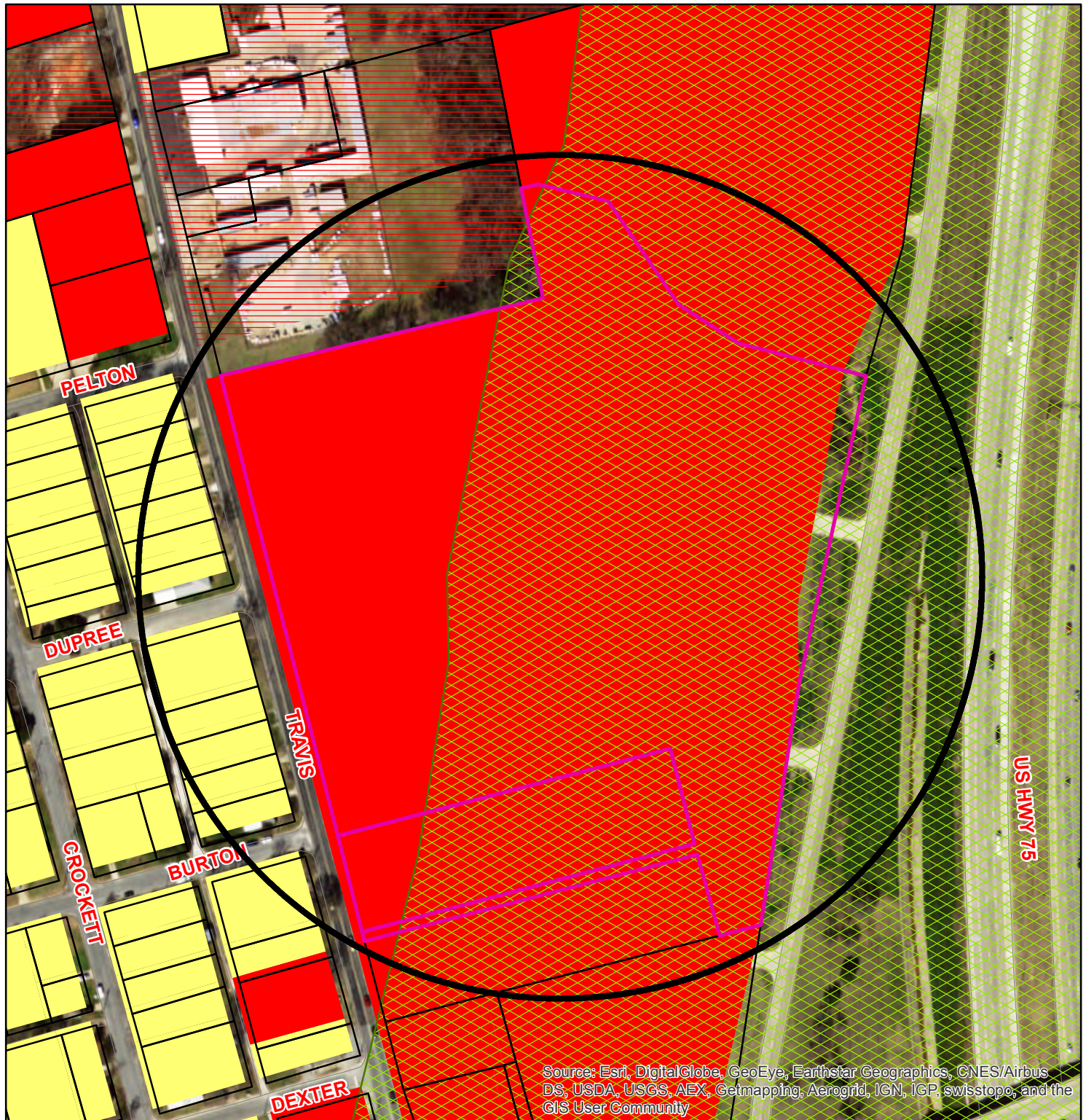


2000-2200 Blks. N. Travis & U.S. Highway 75 Replat Independence Square Addition



1 in = 800 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 2000-2200 Blks. N. Travis & N. U.S. Highway 75 Replat Lot 1, Blk. 2 Independence Square, Section 3

Legend

Transportation Corridors Overlay

HWY_NAME

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay

DISTRICT_NAME

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

Zoning Districts

Representation: ShermanGIS.DBO.ZoningDistrict_Rep

Unknown

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

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

Sherman
CLASSIC TOWN. BROAD HORIZON.



NOT TO SCALE

1 in = 200 ft

2000-2200 Blks. N. Travis & N. U.S. Highway 75



LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the J. B. McAnair Survey, Abstract No. 763, and being all of Lot 1, Block 2 of Independence Square Addition, Section Three on addition to the City of Sherman as shown by plat of record in Volume 10, Page 11, Plat Records, Grayson County, Texas and being a tract of land conveyed to Russel Charles Spears by deed of record in Volume 5502, Page 230, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found in the west line of Travis Street for the northwest corner of said Lot 1 and being the southwest corner of a 7.849 acre tract of land conveyed to American Builder & Contract Supply Co., Inc. by deed of record in Volume 5238, Page 780, Official Public Records, Grayson County, Texas;

Thence along the north line of said Lot 1 the following calls and distances:

North 75°22'09" East a distance of 505.00 feet to a 1/2" steel rod set;
 North 14°37'51" West a distance of 164.09 feet to a point;
 North 75°22'09" East a distance of 25.42 feet to a point;
 South 79°26'18" East a distance of 102.49 feet to a point;
 South 37°12'58" East a distance of 184.26 feet to a point;
 South 55°12'16" East a distance of 68.39 feet to a point;
 South 72°42'24" East a distance of 144.36 feet to a point in the West right-of-way line of U.S. Highway No. 75;

Thence southwesterly along the west line of said U.S. Highway No. 75 the following calls and distances:

South 10°38'54" West a distance of 340.18 feet to a found concrete monument;
 South 03°35'55" East a distance of 106.32 feet to a found concrete monument;
 South 09°25'10" West a distance of 394.17 feet to a 1/2" steel rod set for the northeast corner of Lot 1 of James Plaza Addition, an addition to the City of Sherman as shown by plat of record in Volume 13, Page 60, of said Plat Records;

Thence South 74°59'57" West, along the north line of said James Plaza, a distance of 29.93 feet to a 1/2" steel rod set for the southeast corner of a 1-1/2 acre tract of land conveyed to Barry Lee Burton by deed of record in Volume 2736, Page 366, 368, 370, of said Official Public Records;

Thence North 14°45'35" West, along the east line of said Burton Tract, a distance of 121.92 feet to a 1/2" steel rod set for the northeast corner of said Burton Tract;

Thence South 74°40'12" West, along the north line of said Burton Tract, a distance of 505.08 feet to a 1/2" steel rod set in the east line of said Travis Street;

Thence North 14°35'32" West, along the east line of said Travis Street, a distance of 834.29 feet to the Point-of-Beginning and containing 14.473 acres of land.

KNOWN ALL MEN BY THESE PRESENTS:

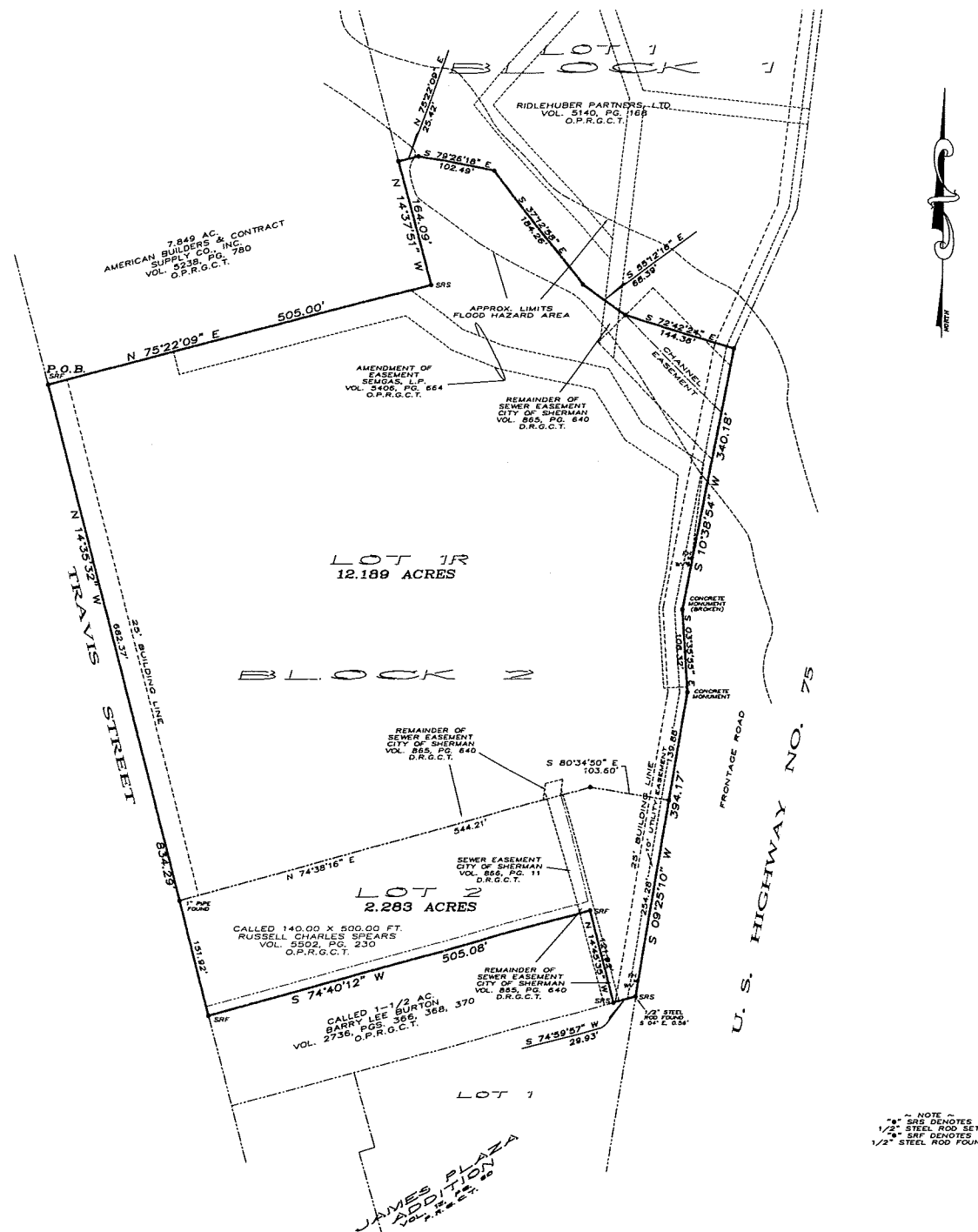
That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed, under my personal supervision, in accordance with the subdivision regulations of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

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

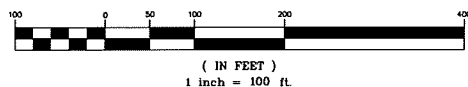
Date

~ 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 drainage easements for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.



GRAPHIC SCALE



OWNERS/DEVELOPER
 POST OAK LIQUIDATING TRUST
 RUSSELL SPEARS
 727 WESTWOOD
 SHERMAN, TEXAS 75090

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

UNDERWOOD
 DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT WE, POST OAK LIQUIDATING TRUST, RUSSELL CHARLES SPEARS Trustee, do hereby adopt this plat designating the hereinabove property as the REPLAT OF LOT 1, BLOCK 2, INDEPENDENCE SQUARE ADDITION, SECTION THREE, on addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this _____ day of _____, 2017.

RUSSELL CHARLES SPEARS
 POST OAK LIQUIDATING TRUST

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 RUSSELL CHARLES SPEARS known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2017.

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

Approved this _____ day of _____, 2017, by the
 City Planning 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

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, REPLAT OF LOT 1, BLOCK 2, INDEPENDENCE SQUARE ADDITION, SECTION THREE, on addition to the City of Sherman, Texas, was submitted to the City Council on the _____ day of _____, 2017, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this _____ day of _____, 2017.

Clerk, City of Sherman, Texas

REPLAT
 LOT 1, BLOCK 2
 INDEPENDENCE SQUARE ADDITION
 SECTION THREE
 BEING LOT 1, BLOCK 2 AND A 1.624 ACRES TRACT
 BEING A TOTAL OF 14.472 ACRES IN THE
 J.B. McANAIR SURVEY, ABSTRACT NO. 763
 AN ADDITION TO THE CITY OF SHERMAN
 GRAYSON COUNTY, TEXAS

STAFF REVIEW LETTER

January 11, 2017

Post Oak Liquidating Trust
Russell Spears
727 Westwood
Sherman, TX 75090

Douglas W. Underwood
3404 Interurban Rd.
Denison, TX 75021

Dear Applicants,

The request for approval of the Replat of Lot 1, Block 2, Independence Square Addition, Section Three has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 17, 2017 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on the plat.
5. Show ownership on subject property on drawing.
6. Remove Building Line from plat.
7. Require 10' Utility easement along perimeter of both lots.
8. Require 10' Right of Way Dedication along Travis Street.
9. Verify current right of way along Travis Street.
10. Right of way along Travis Street must be sufficient to meet TxDOT future roadway expansion.
11. Detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
12. Total acreage on metes and bounds and drawing must match.
13. Acreage in Title does not match field notes.
14. All requirements of the Floodplain Ordinance should be followed.
15. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,


Clint A. Philpott,
City Engineer

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Steve Ayers, Dir. Of Community and Support Services

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Don Keene, Asst. City Manager
Clay Barnett, Director of Public Works and Eng.



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

Agenda Item No. 9.

Meeting Date: 01/17/2017

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

*** 2000-2200 BLOCKS N. TRAVIS STREET AND N. U.S. HIGHWAY 75**

The request of Post Oak Liquidating Trust (Owner) and Underwood Drafting & Surveying (Surveyor) concerning the property located in the 2000-2200 Blocks North Travis Street and North U.S. Highway 75, being 1.624 acres in the J.B. McAnair Survey, Abstract No. 763 and being all of Lot 1, Block 2, Independence Square Addition, Section Three, containing 14.472 acres, as follows:

Planning and Zoning Commission

Replat approval of Lot 1, Block 2, Independence Square Addition, Section Three.

Background:

The property is located in the 2000-2200 blocks of North Travis Street and North U.S. Highway 75 between Dexter and Pelton Streets. The property is zoned a C-1 (Retail Business) District and also located in the O-1 (75 & 82 Overlay) District. The owner would like to replat the property into two lots for commercial development.

Adjacent Zoning:

C-1 (Retail Business) District

R-1 (One Family Residential) District

C-2 (General Commercial) District

Origination:

Post Oak Liquidating Trust (Owner)

Underwood Drafting & Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

19

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 02/06/2017

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2017 Council Calendar

2017

JANUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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31						

[illegible][illegible]