

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, FEBRUARY 5, 2018
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY DEPUTY MAYOR PAMELA L. HOWETH**
- A. 3. INVOCATION BY DEPUTY MAYOR PAMELA L. HOWETH**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 15, 2018**

Special Presentations

- B. 1. SPECIAL PRESENTATION**
Recognizing the Heroic, Life Saving Efforts of Jake Jones

Public Hearing

- C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6098**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow the Drilling of an Oil/Gas Well in a C-2 (General Commercial) District at 1220 East Peyton Street, being 6.817 acres in the J.B. McAnair Survey, Abstract No. 763 (JIREH Properties Company and Sherman H & P Corporation, Owners; Curry Vogelsang, Representative; Frank McColloch, BMNW Resources, LLC, Representative; Roff Operating Company, LLC, Drilling Company; and Helvey-Wagner Surveying, Inc., Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Close Public Hearing and Consider Adoption of Ordinances

- C. 2. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Number: 6098
- C. 3. 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. RESOLUTION NO. 6334**
Canceling an Award of Bid and Contract with Austin Raymond Construction based on an Invitation to Bid for Construction of the Sherman Streetscapes Phase II Project Re-Bid

- D. 2. **RESOLUTION NO. 6335**
Authorizing the Purchase of Playground Equipment for the Parks and Recreation Department from Miracle Recreation through the Texas Local Government Purchasing Cooperative (BuyBoard)
- D. 3. *** RESOLUTION NO. 6336**
Authorizing the Purchase of a New 2018 Wilkens Steel Front Load Ejector Transfer Trailer for the Solid Waste Department from Wilkens Industries, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)
- D. 4. *** RESOLUTION NO. 6337**
Awarding Bids to and Authorizing Execution of Contracts with Multiple Vendors for an Annual Supply of Chemicals for the Sherman Water Treatment Plant
- D. 5. *** RESOLUTION NO. 6338**
Awarding a Bid to and Authorizing Execution of a Contract with Alan Uptergrove Company, Inc. for the Sherman Wastewater Treatment Plant Sludge Thickener Equipment Replacement
- D. 6. *** RESOLUTION NO. 6339**
Authorizing Execution of an Encroachment Easement to Tobar's Properties General Construction for the Installation of a Water Line within the Public Right-of-Way along Vernon Holland Memorial Drive aka Kerr Street to East Street to provide Water Services for 416 Vernon Holland Memorial Drive in the J.B. McAnair Survey, Abstract No. 763 in the City of Sherman
- D. 7. *** RESOLUTION NO. 6340**
Authorizing Execution of an Agreement with Tobar Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 416 Vernon Holland Memorial Drive

Requests to Advertise

- E. 1. *** REQUEST TO ADVERTISE**
Annual Purchase of Water Meters for the City of Sherman Automated Meter Reading System

Other Business

- F. 1. **OTHER BUSINESS**
Receive Presentation from Parks and Recreation Manager Theresa Hutchinson on the Parks Master Plan and Planned Park Projects
- F. 2. **OTHER BUSINESS**
Receive Presentation from Police Chief Zachary Flores on the Police Department's Upcoming Programs
- F. 3. **OTHER BUSINESS**
Consider Rejection of Bids for Construction of the Sherman Streetscape Phase II Project
- F. 4. *** 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 7, 2018

F. 5. * OTHER BUSINESS

Final Plat Approval of Chen Addition located at 1523 and 1609 Texoma Parkway, being 1.572 acres in the J.B. McAnair Survey, Abstract No. 763; Shou-Hung Chen and Tao-Min Chen, Owners; and Underwood Drafting & Surveying, Surveyor (1523 and 1609 Texoma Parkway)

F. 6. * OTHER BUSINESS

Replat Approval of Geo Rambler Addition, a Replat of Lot 2, Block 2, Brookwood Addition and adjoining Four Tracts, being all of Lot 2 and part of Lot 10, Block 2, Brookwood Addition and 2.186 acres in the J.B. McAnair Survey, Abstract No. 763, for a total of 2.402 acres; Gary and Karen White, Owners; and Helvey-Wagner Surveying, Inc., Surveyor (2706 North Woods Street and 606 West Oxford Drive)

F. 7. * OTHER BUSINESS

Final Plat Approval of Quail Run, Phase One Addition, being 17.492 acres in the Elizabeth Jones Survey, Abstract No. 625; 1417 Land Holdings, LLC, Owners; 300 Sherman, LP, Developer; Greg Edwards Engineering Services, Inc., Civil Engineer; and Preston Trail Land Surveying, LLC, Surveyor (4500-4600 blocks of Quail Run Road and 4600 block of Cormorant Drive)

F. 8. * OTHER BUSINESS

Final Plat Approval of Drake Hantla Addition located in the Extra Territorial Jurisdiction (ETJ) of the City of Sherman, being 1.389 acres in the William Martin Survey, Abstract No. 765; Drake Hantla, Owner; and Cox Land Surveying, Surveyor (700 block of Farmington Road)

G. CITIZEN REQUESTS

H. MEDIA QUESTIONS

Consider Board/Commission Appointments

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

- (a) Keep Sherman Beautiful Commission (3)

J. COUNCIL COMMENTS

Executive Session

K. 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 551.071	Consult with the City Attorney on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter
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- (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

L. 1. OPEN MEETING

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

M. 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 1, 2018 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 1st day of February, 2018
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

Pamela L. Howeth

Council Members

Willie Steele, Council-At-Large, PL #1

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

Shawn C. Teamann, Council – District #1

Josh Stevenson, Council – District #2

Pamela L. Howeth, Council – District #3

Daron Holland, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

A.4.

Meeting Date: 02/05/2018

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 15, 2018

Attachments

January 15, 2018

Sherman High Lofts

January 15, 2018

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

CALL TO ORDER

CALL TO ORDER

APPROVE MINUTES

PROCLAMATION

**DR. MARTIN LUTHER
KING, JR. DAY
(JAN. 15, 2018)**

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

**ORD 6094
ADOPT REVISED
ZONING MAP**

Scott Shadden, Director of Development Services, said the City Council last adopted the official zoning map on June 5, 2017. By adopting this ordinance, the Council will make the zone changes since this time, official.

No citizens appeared before the City Council to discuss Ordinance No. 6094.

COUNCIL MINUTES – JANUARY 15, 2018

Mayor Plyler introduced Ordinance No. 6095 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 BREWERY AND RETAIL/EVENT CENTER IN A C-1 (RETAIL BUSINESS) DISTRICT AT 1002 NORTH WALNUT STREET, BEING THE WEST 38' OF LOT 1 AND LOTS 2, 3, 4 AND 6, BLOCK 1, J.F. EVANS ADDITION AND A PART OF THE J.B. McANAI SURVEY, ABSTRACT NO. 763 FOR A TOTAL OF 2.184 ACRES (1002 N WALNUT, LLC, OWNERS; 903 BREWERS, TENANTS; AND DAVID BACA STUDIO, LLC, ARCHITECT); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6095
SUP FOR BREWERY
& RETAIL/EVENT
CENTER
(1002 N. WALNUT)

Mr. Shadden said this Specific Use Permit is for the Old Lee School, located at 1002 North Walnut Street. 903 Brewers would like to use the facility for a brewery and retail/event center. They do have support from the surrounding neighborhood.

David Baca, 100 N. Travis

Mr. Baca appeared representing David Baca Studio, LLC, the architect for the applicant. He said the SUP would allow the brewery and retail/event center in a C-1 (Retail Business) District. Mr. Baca said the location was “a very visible location” and he felt, it would have a major impact on tourism and convert a dilapidated building into “a draw.”

No other citizens appeared before the City Council to discuss Ordinance No. 6095.

Mayor Plyler introduced Ordinance No. 6096 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 C-1 (RETAIL BUSINESS) DISTRICT AT 5215 KNOLLWOOD ROAD, BEING 0.77 ACRES IN THE ALEXANDER AND RICHARDS SURVEY, ABSTRACT NO. 42 (JUD CORP, LLC, OWNERS; AND UMA CHANDAR, REPRESENTATIVE); PROVIDING FOR A REPEALER.

ORD 6096
ZONE CHANGE
(5215 KNOLLWOOD)

Mr. Shadden said the proposed zone change was at Knollwood and was for a small commercial center.

No citizens appeared before the City Council to discuss Ordinance No. 6096.

Mayor Plyler introduced Ordinance No. 6097 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

ORD 6097
ZONE CHANGE
(1305 S. FM 1417)

R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT AT 1305 SOUTH F.M. 1417 (HERITAGE PARKWAY), BEING 0.645 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (SSCGC HOLDINGS, LLC, OWNERS; JNPHM DEVELOPMENT, LLC, DEVELOPER; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER.

Mr. Shadden said this zone change is proposed to correct the boundaries of a zone change that was originally approved in 2002 by Ordinance No. 4978. It was discovered that one boundary was 40 feet further north than was originally believed.

No citizens appeared before the City Council to discuss Ordinance No. 6097.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6094

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING A REVISED OFFICIAL ZONING MAP; PROVIDING FOR A REPEALER.

ORD 6094
ADOPT REVISED
ZONING MAP

Ordinance 6095

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 BREWERY AND RETAIL/EVENT CENTER IN A C-1 (RETAIL BUSINESS) DISTRICT AT 1002 NORTH WALNUT STREET, BEING THE WEST 38' OF LOT 1 AND LOTS 2, 3, 4 AND 6, BLOCK 1, J.F. EVANS ADDITION AND A PART OF THE J.B. McANAI SURVEY, ABSTRACT NO. 763 FOR A TOTAL OF 2.184 ACRES (1002 N WALNUT, LLC, OWNERS; 903 BREWERS, TENANTS; AND DAVID BACA STUDIO, LLC, ARCHITECT); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6095
SUP FOR BREWERY
& RETAIL/EVENT
CENTER
(1002 N. WALNUT)

Ordinance 6096

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 5215 KNOLLWOOD ROAD, BEING 0.77 ACRES IN THE ALEXANDER AND RICHARDS SURVEY, ABSTRACT NO. 42 (JUD CORP, LLC, OWNERS; AND UMA CHANDAR, REPRESENTATIVE); PROVIDING FOR A REPEALER.

ORD 6096
ZONE CHANGE
(5215 KNOLLWOOD)

Ordinance 6097

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-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT AT 1305 SOUTH F.M. 1417 (HERITAGE PARKWAY), BEING 0.645 ACRES IN THE

ORD 6097
ZONE CHANGE
(1305 S. FM 1417)

ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (SSCGC HOLDINGS, LLC, OWNERS; JNPHM DEVELOPMENT, LLC, DEVELOPER; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER.

ACTION TAKEN.

Motion by Council Member Sofey to adopt Ordinance Nos. 6094, 6095, 6096, and 6097, as presented. Second by Council Member Stevenson.

VOTING AYE: Holland, Howeth, Sofey, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 6322 – AUTHORIZING THE ACCEPTANCE OF A GENERAL WARRANTY DEED FROM SHERMAN ECONOMIC DEVELOPMENT CORPORATION AKA SEDCO FOR THE CONVEYANCE OF A 7.7109 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, CITY OF SHERMAN, COUNTY OF GRAYSON, STATE OF TEXAS, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT “A” AND ILLUSTRATED IN THE ATTACHED EXHIBIT “B”

**RES 6322
WARRANTY DEED
FOR FIRE STATION
#4**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF A GENERAL WARRANTY DEED FROM SHERMAN ECONOMIC DEVELOPMENT CORPORATION AKA SEDCO FOR THE CONVEYANCE OF A 7.7109 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, CITY OF SHERMAN, COUNTY OF GRAYSON, STATE OF TEXAS, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT “A” AND ILLUSTRATED IN THE ATTACHED EXHIBIT “B”.

Robby Hefton, City Manager, said this Resolution conveys the land for the relocation of Fire Station #4 from the Sherman Economic Development Corporation to the City of Sherman.

The station will be moved from its current location at the southeast corner of FM 1417 and U.S. Hwy 75 to a tract of land on Northgate Drive. Construction of the Fire Station will begin in January 2018 and is expected to be completed in late 2018.

ACTION TAKEN.

Motion by Council Member Teamann to adopt Resolution No. 6322, as presented. Second by Council Member Sofey.

COUNCIL MINUTES – JANUARY 15, 2018

VOTING AYE: Holland, Howeth, Sofey, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6323 – AUTHORIZING EXECUTION OF A CONTRACT WITH TRANSCEND, INC. D/B/A SPA SKATEPARKS TO DESIGN AND BUILD SKATEPARK IMPROVEMENTS AT HAWN PARK THROUGH THE TIPS PURCHASING COOPERATIVE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH TRANSCEND, INC. D/B/A SPA SKATEPARKS TO DESIGN AND BUILD SKATEPARK IMPROVEMENTS AT HAWN PARK THROUGH THE TIPS PURCHASING COOPERATIVE.

**RES 6323
HAWN PARK
SKATEPARK
DESIGN
IMPROVEMENTS**

Theresa Hutchinson, Parks and Recreation Manager, said skatepark improvements were the second most requested project in the 2017 Parks, Recreation and Open Space Master Plan. A meeting was held recently for citizens to provide input into the design of the project. Thirty-five people attended to talk with SPA Skateparks to discuss improvements at the Skatepark at Hawn Park.

The estimated cost for the project is \$250,000, with funding provided in the FY 2018 Capital Improvement Program budget. Construction time is estimated at 150 days.

Council Member Teamann asked if the proposed skatepark would be more permanent. Ms. Hutchinson said the current skatepark is wood and the proposed would be concrete. Features would not be moveable and the facility would not be temporary.

Deputy Mayor Howeth attended the input meeting and said participants were very involved and articulate at the meeting and felt the skatepark would be a draw for skaters from outside of Sherman.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to adopt Resolution No. 6323, as presented. Second by Council Member Teamann.

VOTING AYE: Holland, Howeth, Sofey, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6324 – AUTHORIZING EXECUTION OF A DRAINAGE AGREEMENT WITH CROSS DEVELOPMENT ER SHERMAN, LLC.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DRAINAGE AGREEMENT WITH CROSS DEVELOPMENT ER SHERMAN, LLC.

CONSENT AGENDA.

**RES 6324
DRAINAGE
AGREEMENT
(CROSS
DEVELOPMENT
ER SHERMAN)**

RESOLUTION NO. 6325 – AUTHORIZING EXECUTION OF A DRAINAGE AGREEMENT WITH STEVE PALMER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DRAINAGE AGREEMENT WITH STEVE PALMER.
CONSENT AGENDA.

RES 6325
DRAINAGE
AGREEMENT
(STEVE PALMER)

RESOLUTION NO. 6326 – AUTHORIZING EXECUTION OF A DRAINAGE AGREEMENT WITH ONE GANESHA, LTD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DRAINAGE AGREEMENT WITH ONE GANESHA, LTD.
CONSENT AGENDA.

RES 6326
DRAINAGE
AGREEMENT
(ONE GANESHA, LTD)

RESOLUTION NO. 6327 – AUTHORIZING EXECUTION OF A DETENTION AGREEMENT WITH YOUNG ENTERPRISES, LP FOR THE CONSTRUCTION OF PUBLIC DETENTION AND DRAINAGE FACILITIES IN MAGNOLIA VILLAGE, A 12.0-ACRE DEVELOPMENT EAST OF NORTH TRAVIS STREET AND NORTH OF U.S. HIGHWAY 82 IN THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DETENTION AGREEMENT WITH YOUNG ENTERPRISES, LP FOR THE CONSTRUCTION OF PUBLIC DETENTION AND DRAINAGE FACILITIES IN MAGNOLIA VILLAGE, A 12.0-ACRE DEVELOPMENT EAST OF NORTH TRAVIS STREET AND NORTH OF U.S. HIGHWAY 82 IN THE CITY OF SHERMAN.

RES 6327
DETENTION
AGREEMENT
(MAGNOLIA VILLAGE)

Clint Philpott, Director of Engineering, said this is the second project that will be funded by the City's Stormwater Protection Program and is located along the floodplain. The project will reduce flooding downstream, and will help with development upstream.

The project will be construction of a public detention and drainage facility in Magnolia Village, which is located east of North Travis Street and north of U.S. Hwy 82.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Resolution No. 6327, as presented. Second by Council Member Holland.

VOTING AYE: Holland, Howeth, Sofey, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6328 – AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO YOUNG ENTERPRISES FOR THE INSTALLATION OF A WATER LINE WITHIN THE PLATTED PUBLIC RIGHT-OF-WAY ALONG STAPLES STREET TO SOUTH TRAVIS STREET TO PROVIDE WATER SERVICES FOR PART OF BLOCK "B" OF STAPLES ADDITION, SHERMAN, TEXAS, KNOWN AS 112 W. STAPLES STREET IN THE CITY OF SHERMAN

RES 6328
ENCROACHMENT
EASEMENT FOR
WATER LINE
(STAPLES ST. TO
W. TRAVIS ST.)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO YOUNG ENTERPRISES FOR THE INSTALLATION OF A WATER LINE WITHIN THE PLATTED PUBLIC RIGHT-OF-WAY ALONG STAPLES STREET TO SOUTH TRAVIS STREET TO PROVIDE WATER SERVICES FOR PART OF BLOCK "B" OF STAPLES ADDITION, SHERMAN, TEXAS, KNOWN AS 112 WEST STAPLES STREET IN THE CITY OF SHERMAN.
CONSENT AGENDA.

RESOLUTION NO. 6329 – AUTHORIZING THE ACCEPTANCE OF A CONVEYANCE DOCUMENT FROM RALPH COURTNEY AND JACQUELINE COURTNEY FOR THE CONVEYANCE AND ACQUISITION OF PROPERTIES LOCATED AT 637-639 REGENCY DRIVE, BEING LOT 10 OF THE REPLAT OF BELAIRE THIRD ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN VOLUME 3, PAGE 2 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS, SAID PROPERTIES BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF A CONVEYANCE DOCUMENT FROM RALPH COURTNEY AND JACQUELINE COURTNEY FOR THE CONVEYANCE AND ACQUISITION OF PROPERTIES LOCATED AT 637-639 REGENCY DRIVE, BEING LOT 10 OF THE REPLAT OF BELAIRE THIRD ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN VOLUME 3, PAGE 2 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS, SAID PROPERTIES BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.
CONSENT AGENDA.

RES 6329
PURCHASE OF
FLOOD PROPERTY
(637-639
REGENCY DR.)

RESOLUTION NO. 6330 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH LANDMARK BANK, N.A. FOR THE LEASE-PURCHASE FINANCING OF CAPITAL EQUIPMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH LANDMARK BANK, N.A. FOR THE LEASE-PURCHASE FINANCING OF CAPITAL EQUIPMENT.
CONSENT AGENDA.

RES 6330
PURCHASE OF
EQUIPMENT FOR
STREET & FIRE
DEPTS.

RESOLUTION NO. 6331 – AUTHORIZING THE PURCHASE OF A NEW 2018 T800 KENWORTH ROLL OFF TRUCK FOR THE SOLID WASTE DEPARTMENT FROM MHC KENWORTH EQUIPMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2018 T800 KENWORTH ROLL OFF TRUCK FOR THE SOLID

RES 6331
SOLID WASTE
EQUIPMENT

WASTE DEPARTMENT FROM MHC KENWORTH EQUIPMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)
CONSENT AGENDA.

RESOLUTION NO. 6332 – AUTHORIZING THE PURCHASE OF A NEW 2018 T370 KENWORTH WITH HEIL PT1000 REAR LOADER BODY REAR LOAD TRUCK FOR THE SOLID WASTE DEPARTMENT FROM MHC KENWORTH EQUIPMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2018 T370 KENWORTH WITH HEIL PT1000 REAR LOADER BODY REAR LOAD TRUCK FOR THE SOLID WASTE DEPARTMENT FROM MHC KENWORTH EQUIPMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

RES 6332
SOLID WASTE
EQUIPMENT

RESOLUTION NO. 6333 – AUTHORIZING THE PURCHASE OF A NEW 2018 T370 KENWORTH BRUSH TRUCK WITH HEIL-EPSILON BODY FOR THE SOLID WASTE DEPARTMENT FROM MHC KENWORTH EQUIPMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2018 T370 KENWORTH BRUSH TRUCK WITH HEIL-EPSILON BODY FOR THE SOLID WASTE DEPARTMENT FROM MHC KENWORTH EQUIPMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

RES 6333
SOLID WASTE
EQUIPMENT

CHANGE ORDER NO. 1
THE LOY LAKE ROAD PROJECT; VESSELS CONSTRUCTION A DIVISION OF VESCOR, INC.; \$102,217.41 INCREASE

Mr. Philpott said this is the Final Change Order for the Loy Lake Road Project. The street has been open since August 2017. The Change Order results in a 5% increase over the contract price.

CHANGE ORDER
LOY LAKE ROAD
PROJECT

The Change Order includes retaining walls, an ADA compliant ramp, and pedestrian signal poles with push buttons. Mr. Philpott said retaining walls were used instead of grading with a slope, to achieve a better look.

Also, on the ramp, there are specific ADA parameters that must be met for a grade difference. The ramp was considered a significant change. The number of pedestrian poles was also increased for the project.

Council Member Teamann expressed concern over the change order and asked if it was normal to approve these after the project has been completed.

Mr. Philpott said there were several smaller changes that were added up over the course of the project and presented to the Council as one change order. The ramp was a larger part and could have been approved separately. This change order was really a finalization of the project.

Mr. Hefton said the reconciliatory change orders are considered at the end, and address size and scope issues. They are generally bundled at the end of the project.

Council Member Stevenson verified that the change order made the cost of the project less than 5% over the bid and the original bid was less than the engineer's estimate.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to approve Change Order No. 1 to Vessels Construction A Division of Vescor, Inc., in the amount of an increase of \$102,217.41, as presented.

Second by Council Member Sofey.

VOTING AYE: Holland, Howeth, Sofey, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

OTHER BUSINESS

RECEIVE COMMUNICATIONS MANAGER NATE STRAUCH'S PRESENTATION ON THE CITY OF SHERMAN'S LOW INCOME HOUSING TAX CREDIT PROGRAM (SHERMAN HIGH LOFTS)

**LOW INCOME HOUSING
TAX CREDIT PROGRAM**

Nate Strauch, Community and Support Services Manager, said about 18 months ago the City instigated a policy to consider the support for Low Income Housing Tax Credit applications that might be received from developers. The intent was to spur investment in low income housing through the use of tax credits.

A program was created by the Federal government in 1986 to incentivize multifamily housing construction. Each State received a block of tax credits based on their population. The tax credits are "doled out" each year by the Texas Department of Housing & Community Affairs, and are based on applications submitted by developers.

One criteria that is considered in these applications is whether or not the developer has support from the community in which these low income developments will be located. Sherman's LIHTC Policy is one means to help the City determine whether or not they want to "support" a particular project.

Currently there are two low income projects in Sherman, The Villas of Sherman, with 124 units, approved in 1997, and Steeple Chase Farms, with 156 units, approved in 2010.

In January 2017, Sari & Company submitted an application to the City of Sherman for the Sherman High Lofts, a low-income project that would be located in the old Sherman High School building at King and Crockett Streets, consisting of 1.5 acres.

COUNCIL MINUTES – JANUARY 15, 2018

At that time the City issued a letter of support for the project, however Sari & Company did not feel that they would be able to receive enough points to get the project approved, and withdrew their State application. It was later determined that it probably would have been approved.

Sari & Company has decided to submit their application again for this project. Mr. Strauch said there were no substantive changes from their original request, which includes 70 units and two secured parking lots. The project cost is \$11.5 million and the current assessment is \$240,000.

The property was transferred from the Sherman Independent School District to Grayson County in 2011. Grayson County has approved a reverse transfer back to the SISD in December 2017. One section of the property will be retained by Grayson County.

Sari & Company is a North Carolina company that has developed nearly 50 LIHTC projects since 2002. They have hired David Baca, David Baca Studio, LLC, to answer questions about the project.

Mr. Strauch said the project is unlikely to go forward without the City's support. They are also asking for fee waivers, which will also increase their chance of success.

Council Member Stevenson asked if the City had spoken to tenants that lived in the completed projects by this company. Mr. Strauch said he had, and all were positive. Sari & Company forms another company to manage the properties.

Mr. Baca said Sari & Company submitted their pre-application with the numbers on January 9, 2018. The project won't affect taxes because it is privately owned. Currently the project is "tied for first place."

Council Member Sofey said the application is due March 1, 2018 and a decision should be made by the end of July 2018, with construction starting in the Spring of 2019. Mr. Baca said they would be requesting fee waivers and City support for the project.

ACTION TAKEN.

Motion by Council Member Sofey to approve a formal letter of support for the Sherman High Lofts project for the 2018 Budget year, as presented. Second by Council Member Stevenson.

VOTING AYE: Holland, Howeth, Sofey, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

REPLAT APPROVAL OF LOT 4, OAKS OF NORWOOD
ADDITION, BEING ALL OF LOT 4 OF THE OAKS OF NORWOOD
ADDITION, CONTAINING 4.417 ACRES IN THE ELIJAH

APPROVE REPLAT
NORWOOD ADDITION
(2320 SHADY OAKS

HARTZOG SURVEY, ABSTRACT NO. 540 AND THE FIELDING BACON SURVEY, ABSTRACT NO. 120; JEFFREY AND LAURA HILL, OWNERS; AND UNDERWOOD DRAFTING AND SURVEYING, INC., SURVEYOR (2320 SHADY OAKS LANE)

LANE)

The City Council approved the Replat of Oaks of Norwood Addition, being all of Lot 4 of the Oaks of Norwood Addition, and consisting of 4.417 acres, located at 2320 Shady Oaks Lane.

The owners would like to replat the property into two lots for residential development. The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA.

FINAL PLAT APPROVAL OF SHERMAN CROSSROADS MEDICAL NO. 2, BEING 6.8384 ACRES IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667, AND IN TRACT 4 OF THE BLALOCK INDUSTRIAL PARK; SHERMAN CROSSROADS, LTD, OWNERS; AND BROCKETTE/DAVIS/DRAKE, INC., CIVIL ENGINEERS/SURVEYOR (2800-3600 BLOCKS OF SOUTH U.S. HIGHWAY 75)

APPROVE FINAL PLAT
SHERMAN
CROSSROADS
(2800-3600 BLOCKS
S. US HWY 75)

The City Council approved the Final Plat of Sherman Crossroads Medical No. 2, being 6.8384 acres, located in the 2800 to 3600 blocks of South U.S. Highway 75.

This property is at the northwest corner of U.S. Highway 75 and FM 1417 West, just north of the new West Travis Street extension. The Final Plat was approved at the September 18, 2017 City Council Meeting.

The following changes have been made to the plat: the road on the east is now City right-of-way and Medical Drive does not continue to U.S. Highway 75. The owners would like to plat the property into two lots for commercial development. The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.
CONSENT AGENDA.

FINAL PLAT APPROVAL OF THE BROOKS ON HERITAGE PARKWAY ADDITION, BEING 6.423 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625; SSCGC HOLDINGS, LLC, OWNER; JNPHM DEVELOPMENT, LLC, DEVELOPER; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR [1305 SOUTH F.M. 1417 (HERITAGE PARKWAY)]

APPROVE FINAL PLAT
THE BROOKS
(1305 S. FM 1417)

The City Council approved the Final Plat of The Brooks in Heritage Parkway Addition, being 6.423 acres, located at 1305 South FM 1417, between Quail Run Road and West Park Avenue.

The property is zoned an R-2 (Multi-Family Residential) District and is also located in the O-1.1 (FM 1417 Overlay) District. The prospective buyer would like to plat the property into one lot for residential development of an apartment complex (The

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

SITE PLAN APPROVAL FOR HERITAGE DEVELOPMENT PARTNERS, LLC, OWNERS; BROCKETTE/DAVIS/DRAKE, INC., CIVIL ENGINEERS/SURVEYOR; AND CURTIS GROUP ARCHITECTS, LTD, ARCHITECT UNDER ORDINANCE NO. 2252, ARTICLE IV, SECTION 410(2)(J) TO ALLOW A MEDICAL OFFICE BUILDING (CROSSROADS MEDICAL OFFICE BUILDING) IN THE BLALOCK INDUSTRIAL PARK/BLALOCK COMMERCIAL OVERLAY DISTRICT IN THE 2800-3600 BLOCKS OF SOUTH U.S. HIGHWAY 75

The City Council approved the Site Plan for Heritage Development Partners, LLC, for the Crossroads Medical Office Building in the Blalock Industrial Park and Blalock Commercial Overlay District. The facility will be located in the 2800 to 3600 blocks of South U.S. Highway 75.

They would like to construct a 41,056 square foot, two-story medical office building north of the Sherman ER and Davita Medical Office Building. The Planning and Zoning Commission recommended approval of the Site Plan, subject to the Staff Review Letter.
CONSENT AGENDA.

CITIZENS REQUESTS
TEXOMA COMMUNITY CENTER

Whitney Redden, 3001 N. Ricketts, said she was employed by the Texoma Community Center, which provides mental health services to citizens in Grayson, Cooke, and Fannin Counties. She said they serve approximately 1,200 people per month.

Ms. Redden introduced herself to the City Council and said she would be attending future Council Meetings.

MEDIA QUESTIONS
There were no media questions.

KEEP SHERMAN BEAUTIFUL COMMISSION (5)
ACTION TAKEN.

Motion by Deputy Mayor Howeth to reappoint Jessica Peters and Dusty Payne to the Keep Sherman Beautiful Commission, for a term from January 1, 2018 to January 1, 2020. Second by Council Member Holland.
VOTING AYE: Holland, Howeth, Sofey, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

Deputy Mayor Howeth also reminded citizens that there are still three vacancies on the Keep Sherman Beautiful Commission, and encouraged them to consider serving on the City's Boards.

APPROVE SITE PLAN
CROSSROADS
MEDICAL OFFICE
(2800-3600 BLOCKS
S. US HWY 75)

TEXOMA COMMUNITY
CENTER

MEDIA QUESTIONS

KEEP SHERMAN
BEAUTIFUL

COUNCIL COMMENTS

DR. MARTIN LUTHER KING, JR. EVENT

Council Member Teamann said he appreciated the work that was done on the parade and breakfast in honor of “Dr. Martin Luther King, Jr. Day.”

DR. MARTIN LUTHER
KING, JR. EVENT

DR. MARTIN LUTHER KING, JR. EVENT

Council Member Holland said the “Dr. Martin Luther King, Jr. Day” event was a wonderful event. He congratulated the volunteers, saying they did a great job. He recognized the growth in the event.

DR. MARTIN LUTHER
KING JR. EVENT

DR. MARTIN LUTHER KING, JR. EVENT

Mayor Plyler said there was great attendance at the event honoring “Dr. Martin Luther King, Jr. Day.”

DR. MARTIN LUTHER
KING, JR. EVENT

ANNOUNCEMENTS

Mayor Plyler announced the following:

- Coffee with the Mayor will be held at Nautilus Family Fitness on February 2, 2018, at 8:00 a.m.
- Tickets for the Sherman Chamber of Commerce's 2018 Annual Awards Luncheon are still on sale. The event will be held February 2, 2018 at the Wright Campus Center at Austin College at 11:30 a.m.
- The Annual Mardi Gras Celebration in Downtown Sherman will be held on February 10, 2018.

ANNOUNCEMENTS

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

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

EXECUTIVE SESSION

SECTION 551.071 –

CONSULTATION WITH CITY
ATTORNEY CONCERNING
PENDING OR CONTEMPLATED
LITIGATION

SECTION 551.071 --

CONSULT WITH THE CITY
ATTORNEY ON A MATTER IN
WHICH THE DUTY OF THE
ATTORNEY TO THE
GOVERNMENTAL BODY UNDER
THE TEXAS DISCIPLINARY RULES
OF PROFESSIONAL CONDUCT OF
THE STATE BAR OF TEXAS
CLEARLY CONFLICTS WITH THIS
CHAPTER

COUNCIL MINUTES – JANUARY 15, 2018

SECTION 551.074 -- PERSONNEL MATTERS:
CONSIDER THE QUALIFICATIONS,
APPOINTMENT AND REMOVAL OF
MEMBERS TO BOARDS AND
COMMISSIONS
GREATER TEXOMA UTILITY
AUTHORITY BOARD OF
DIRECTORS (1)

SHERMAN ECONOMIC
DEVELOPMENT CORPORATION
EX-OFFICIO BOARD MEMBERS (2)

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

On Motion duly made and carried, the Open Meeting recessed
and reconvened in Executive Session at 5:45 p.m.

On Motion duly made and carried, the Executive Session
recessed at 6:45 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

**GREATER TEXOMA UTILITY AUTHORITY BOARD OF
DIRECTORS (1)**

ACTION TAKEN.

Motion by Council Member Teamann to appoint Matt
Brown to the Greater Texoma Utility Authority Board of
Directors, for a term from January 16, 2018 to December
31, 2019. Second by Council Member Stevenson.

VOTING AYE: Holland, Howeth, Sofey, Steele, Stevenson,
Teamann.

VOTING NAY: None.

MOTION CARRIED.

GTUA

**SHERMAN ECONOMIC DEVELOPMENT CORPORATION EX-
OFFICIO BOARD MEMBERS (2)**

ACTION TAKEN.

Motion by Council Member Stevenson to reappoint Jason
Sofey and Willie Steele as Sherman Economic
Development Corporation Ex-Officio Board Members, for a
term from January 16, 2018 to December 31, 2020. Second
by Council Member Holland.

SEDCO

COUNCIL MINUTES – JANUARY 15, 2018

VOTING AYE: Holland, Howeth, Sofey, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:47 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 ≈ \$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 reverse transfer on December 12



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 (\$26,520)
 - Rent of \$450 per month (Cap is \$710)
- 12 1BR apartments with an income cap of 30% API (\$13,260)
 - Rent of \$270 per month (Cap is \$355)
- 9 2BR apartments with an income cap of 60% API (\$30,300)
 - Rent of \$600 per month (Cap is \$852)
- 2 2BR apartments with an income cap of 30% API (\$15,150)
 - Rent of \$325 per month (Cap is \$426)



SHERMAN HIGH LOFTS

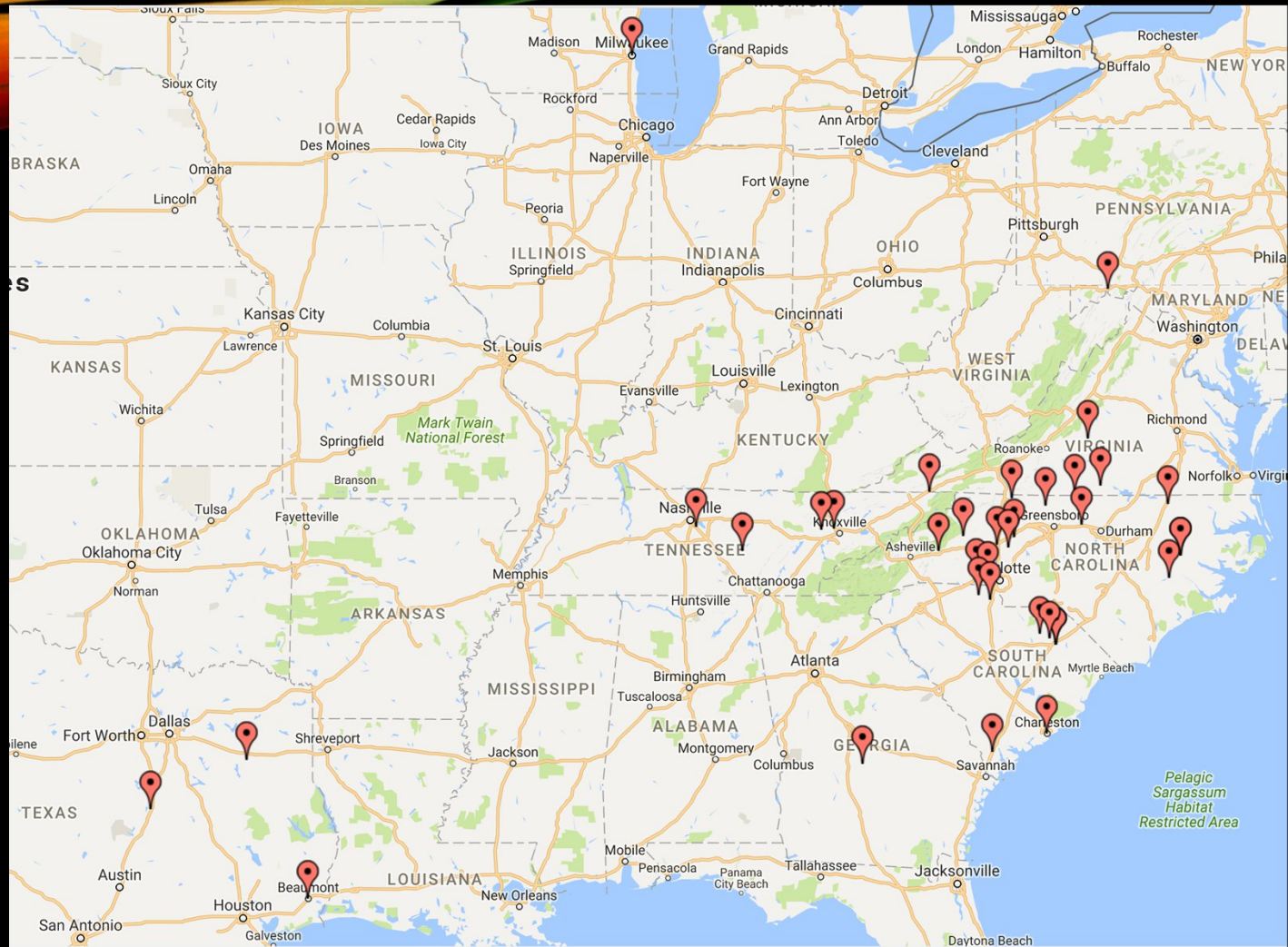
- Amenities would include:
 - 5300-square-foot community room
 - Elevated, indoor exercise track and fitness area
 - Landscaped lawn with shade trees
 - Computer room
 - Secured parking
- As a for-profit entity, it would add property tax to the rolls
 - \$11.5 million project cost
 - Current assessment is \$248,033
- Area is currently zoned for multi-family housing





SARI & COMPANY

- Developed nearly 50 LIHTC projects since 2002 in 8 states
- Currently developing LIHTC project in Texarkana – Grim Hotel – construction to begin soon
- 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





















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

















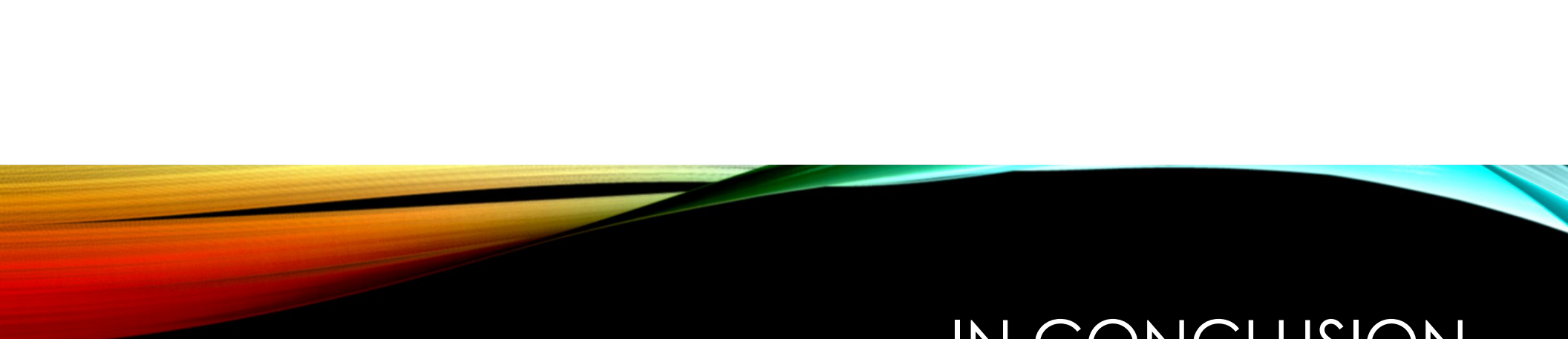






SHERMAN HIGH LOFTS

- If approved for support from the Council:
 - LIHTC Awards announced in August
 - Construction could begin in January of 2019
 - 1 year construction time
- In addition to a letter of support, the developer is requesting enrollment in the City's 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

B.1.

Meeting Date: 02/05/2018

Prepared By: Danny Jones, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

SPECIAL PRESENTATION

Recognizing the Heroic, Life Saving Efforts of Jake Jones

Issue:

Fire Chief Danny Jones will officially recognize young Jake Jones for his heroism and life saving efforts in preventing a potential tragedy.

Background:

On October 31, 2017, Sherman Fire-Rescue responded to a report of a major vehicle accident on U.S. Highway 75. Upon arrival, it was discovered that the patient, Deborah Boyer, had experienced a major medical emergency while driving on the highway. Mrs. Boyer had become unconscious while the vehicle was at highway speed. Grandson Jake Jones immediately took control of the vehicle by steering with one hand and reaching down to apply the brakes with the other. Jake successfully steered the vehicle to the shoulder of the roadway out of harm's way. Sherman Fire-Rescue will recognize him for his heroic act.

This will be the second time the Sherman Fire Department has presented an award of this type; and it is called the "Life Saver Award".

Origination:

Fire Chief Danny Jones
City Manager Robby Hefton

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

The Council need take no action on this agenda item.

Alternatives:

None recommended



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.1.

Meeting Date: 02/05/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6098

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow the Drilling of an Oil/Gas Well in a C-2 (General Commercial) District at 1220 East Peyton Street, being 6.817 acres in the J.B. McAnair Survey, Abstract No. 763 (JIREH Properties Company and Sherman H & P Corporation, Owners; Curry Vogelsang, Representative; Frank McColloch, BMNW Resources, LLC, Representative; Roff Operating Company, LLC, Drilling Company; and Helvey-Wagner Surveying, Inc., Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of JIREH Properties Company and Sherman H & P Corporation (Owners), Curry Vogelsang (Representative), Frank McColloch, BMNW Resources, LLC (Representative), Roff Operating Company, LLC (Drilling Company) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property located at 1220 East Peyton Street, being 6.817 acres in the J.B. McAnair Survey, Abstract No. 763, for a Specific Use Permit to allow the drilling of an oil/gas well in a C-2 (General Commercial) District

Background:

The property is located at 1220 East Peyton Street, between Loy Lake Road and Texoma Parkway. The property is zoned a C-2 (General Commercial) District.

Roff Operating Company, LLC would like to drill an oil and gas well on land it owns within the Sherman city limits. They propose to drill the City of Sherman No. 1 Well to test the southern extension of the Sherman Field, including all potentially productive zones. To accomplish this, Roff will drill a conventional vertical well to a depth sufficient to test the Ellenburger formation. If the test is successful, Roff will complete and produce the well in a manner similar to the other wells in the Sherman Field.

The Planning and Zoning Commission approved the Specific Use Permit to allow the drilling of the oil/gas well at the February 21, 2017 Meeting and was waiting on approval from the Texas Railroad Commission. Roff now has a drilling permit from the Railroad Commission; and it is anticipated that drilling operations will commence sometime in the 2018.

Origination:

JIREH Properties Company and Sherman H & P Corporation (Owners)
Curry Vogelsang (Representative)
Frank McColloch, BMNW Resources, LLC (Representative)
Roff Operating Company, LLC (Drilling Company)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 21, 2017 regular meeting, the Planning and Zoning Board voted 5/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter and to allow the distances on the Staff Review Letter to be 250' from any structures.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6098
Location Map
Zoning Map
Zoning Sign Photo
Site Plan
300 Acre Unit Outline
Distance to Nearby Structures
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6098

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 THE DRILLING OF AN OIL/GAS WELL IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 1220 EAST PEYTON STREET, BEING 6.817 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 (JIREH PROPERTIES COMPANY AND SHERMAN H & P CORPORATION, OWNERS; CURRY VOGELSANG, REPRESENTATIVE; FRANK MCCOLLOCH, BMNW RESOURCES, LLC, REPRESENTATIVE; ROFF OPERATING COMPANY, LLC, DRILLING COMPANY; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, JIREH Properties Company and Sherman H & P Corporation (Owners), Curry Vogelsang (Representative) Frank McColloch, BMNW Resources, LLC (Representative), Roff Operating Company, LLC (Drilling Company) and Helvey-Wagner Surveying, Inc. (Surveyor) are granted a Specific Use Permit to allow the drilling of an oil/gas well in a C-2 (General Commercial) District at 1220 East Peyton Street, 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 City of Sherman, County of Grayson, State of Texas, being a part of the J. B. McAnair Survey, Abstract No. 763, being a part of the 6.876 acre

tract of land conveyed by Warranty Deed with Vendor's Lien from Dean Gilbert, Trustee and Paul Brown, to James R. Melton, Jr., on March 3, 1986, recorded in Volume 1809, Page 598, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point in the West or the Northwest right-of-way line of Texoma Parkway (AKA: U S. Branch Hwy. 75 and Business Hwy. 91), at the most Southern Southeast corner of said Melton 6.876 ac. and the Northeast corner or the most Eastern corner of the Almass Investment Group, LP. 0.52 ac. in Volume 4674, Page 726, O.P.R.G.C.T., SAID beginning point being South 72 deg. 31 min. West, 0.15 ft. from a "PK" nail found in the asphalt parking lot of said Almass 0.52 ac., SAID beginning point also being North 41 deg. 25 min. East (along said right-of-way line), 269.96 ft. from an "X" found in a concrete parking lot, at the Southeast corner or the most Southern corner of the Charles Aldridge and Janet Aldridge 0.45 ac. in Volume 4192, Page 482, O.P.R.G.C.T., SAID beginning point also being South 41 deg. 25 min. West (along said right-of-way line), 209.78 ft. from a ½ inch rebar found at the Northeast corner or the most Eastern corner of the Chapman, Inc. 1.00 ac. in Volume 1727, Page 351, D.R.G.C.T.;

THENCE North 53 deg. 22 min. 17 sec. West, with North line or the Northeast line of said Almass 0.52 ac., a distance of 195.26 ft. to a ½ inch rebar (RPLS 4488) set at the most Northern Northwest corner of said 0.52 ac., an Ell corner of said Melton 6.876 ac.;

THENCE South 69 deg. 03 min. 29 sec. West, with the Northwest line of said Almass 0.52, a distance of 108.00 ft. to a ½ inch rebar found at the most Western Northwest corner of said 0.52 ac., the most Western Southwest corner of said Melton 6.876 ac.;

THENCE North 15 deg. 53 min. 18 sec. West, with the most Western West line of said Melton 6.876 ac., a distance of 368.67 ft. to a ½ inch rebar found at the Northeast base of a 4 inch metal corner post standing at the Northeast corner of Lot 3 of Cottonwood Park Addition, to the City of Sherman, Texas, in Volume 4; Page 76, Plat R.G.C.T., and at the Southeast corner of the Robert B. Rowland 5.439 ac. in Volume 3701, Page 530, O.P.R.G.C.T.;

THENCE North 16 deg. 03 min. 09 sec. West, again with the most Western West line of said Melton 6.876 ac. and with the East line of said. Rowland 5.439 ac., along side and just West of a wire fence, a distance of 356.57 ft. to a "tall" ¾ inch rebar found in said fence, at the Northwest corner of said Melton 6.876 ac. and at the most Southern Southwest corner of the 707 W. Washington Joint Venture 5.58 ac. in Volume 2385, Page 116, R.P.R.G.C.T.;

THENCE North 75 deg. 59 min. 42 sec. East, with the "middle" South line of said Washington Joint Venture 5.58 ac. and with the most Western South line of the Sherman Business Center Addition, to the City of Sherman, Texas, in Vol. 6, Pg.

15, Plat R.G.C.T. (Sherman Business Center Addition is out of the Eastern portion of said 5.58 ac.), a distance of 776.63 ft. to a ½ inch rebar (RPLS 5439) found at an angle point in the West line of Lot 1 of Texoma Square Addition, Lots 1 & 2, to the City of Sherman, Texas, in Volume 16; Page 52, . Plat R.G.C.T. (Texoma Square Addition is out of the Eastern portion of both the Washington Joint Venture 5.58 ac. and Sherman Business Center Addition), SAID rebar being at an Ell corner of both said 5.58 ac. and Sherman Business Center Addition, and at the "occupied" Northeast corner of the most Northern Northeast corner of said Melton 6.876 ac.;

THENCE South 27 deg. 41 min. 39 sec. East, with the West line of said Lot 1 of Texoma Square Addition, a distance of 8.71 ft. to a "bent" ½ inch rebar found at the "occupied" most "Northern" Southeast corner of said Melton 6.876 ac. and at the "occupied" most Northern corner of C. C. Teague Addition, to the City of Sherman, Texas, in Volume 9, Page 8. Plat R.G.C.T., SAID rebar being North 28 deg. 46 min. West, 10.7 ft. from a "bent" 5/8 inch rebar found;

THENCE South 41 deg. 15 min. 49 sec. West, with the Northwest line of said C. C. Teague Addition, a distance of 512.35 ft. to a ½ inch rebar (RPLS 4488) set at the most Western corner said Teague Addition, an Ell corner of said Melton 6.876 ac.;

THENCE South 23 deg. 05 min. 56 sec. East, with the Southwest line of said C. C. Teague Addition, PASSING a ½ inch rebar found at the most Western corner of Lot 1 of said Teague Addition at 198.79 ft., and continuing for a TOTAL distance of 200.99 ft. to a ½ inch rebar (RPLS 4488) set at Northwest corner or the most Northern corner of said Chapman, Inc. 1.00 ac., and at a "middle" Southeast corner of said Melton 6.876 ac.;

THENCE South 41 deg. 25 min. 00 sec. West, with the Northwest line of said Chapman, Inc. 1.00 ac., a distance of 299.65 ft. to ½ inch rebar (RPLS 4488) set at Southwest corner or the most Western corner of said 1.00 ac., an Ell corner of said Melton 6.876 ac.;

THENCE South 53 deg. 20 min. 16 sec. East, PASSING a ½ inch rebar found at 74.63 ft., PASSING a 5/8 inch rebar found at 74.89 ft., PASSING a ½ inch metal bolt found at 75.07 ft., and continuing for a TOTAL distance of 224.63 ft. to a point in the West or Northwest right-of-way line of Texoma Parkway, SAID point being North 12 deg. 45 min. West, 0.18 ft. from a ½ inch rebar found, SAID point also being South 41 deg. 25 min. West, 174.39 ft. from said inch rebar found at the Northeast corner of the most Eastern corner of said Chapman, Inc. 1.00 ac.;

THENCE South 41 deg. 25 min. 00 sec. West, with the West or Northwest line of Texoma Parkway, a distance of 35.39 ft. to the **PLACE OF BEGINNING and containing 6.817 acres of land.....**

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

Zoning:

1. All requirements of the Oil and Gas Well Ordinance (Chapter 4, Article 4.10) shall be followed.
2. Provide copy of Railroad Commission Application to drill and copies of requirements of Railroad Commission based on application.
3. Provide name address and phone number of operator of lease and property owner and name and number of contact person for the operator.
4. Provide description of the lease or lands involved and length of time surface operations are expected to occur.
5. Provide a scale drawing showing location of the well, ownership of the land, property lines, structures and offset operators or land owners.
6. Provide the name and address of the drilling contractor.
7. Provide a scaled drawing showing the proposed site and the location, distance to and nature of adjacent land uses.
8. Provide a statement warning of possible hazardous formation conditions that may be encountered during or as a result of the proposed drilling or exploration operation as maintenance of an existing well site.
9. Provide a copy of Operators Spill Prevention Plan.
10. Provide a certificate of insurance that carries a minimum coverage for bodily injury of \$500,000 for each occurrence and \$1,000,000 aggregate, and for the cost of controlling a well that is out of control, re-drilling or restoration expenses, seepage or pollution damage as first party recovery for the operator and related expenses, including but not limited to evacuation of residents, in the amount of at least \$5,000,000 per occurrence. The lease owner shall carry at all times this minimum limit of insurance until such time the well is out of production and all appurtenances removed from the site. The insurance under all situations and at all times shall list the City of Sherman as additionally named insured.
11. The oil or fuel storage tank or tank battery shall be installed in conformance with the spill prevention control and counter measure plan published by the U.S. Environmental Protection Agency.
12. A tank or tank battery shall not be located nearer than 150' from any residence or dwelling, unless the tank or tank battery existed prior to the residence or dwelling.
13. A tank or tank battery shall not be closer than 30' from any combustible structure.
14. Oil and fuel storage tanks or tank batteries, fences and wall shall be kept well painted and in good repair.
15. If the well(s) associated with an oil storage tank or tank battery is/are plugged, or if the storage tank battery is no longer in use, the storage tank or tank battery and associated pipelines shall be removed and the land restored. This provision includes all associated appurtenances with the wells and or tank batteries. This removal shall occur within six months unless documentation can be provided that the well and or tank battery will be used within the next two years. For the purpose of this provision, the term no longer in use shall mean that the tank or tank battery, while it or they may contain some residue of fuel, has not been pumped into or out of within the past six months.

16. Other oil or fuel storage tanks that receive products from transmission or distribution lines that are not pumped into or out of for a period of six months shall be considered abandoned and/or unused. The leaseholder shall disassemble and completely remove such tanks and all associated appurtenances from the site unless it is shown that there are plans to reuse the storage tanks within the next two years.
17. Within six months after the removal of any oil storage tanks or tank batteries, the permittee shall restore the property to its original state insofar as possible, to include removal and/or restoration of any un-remediated soil.
18. Pumps shall be electrically powered.
19. All surface equipment shall be kept clean, painted, in good repair and properly lubricated in order that they will operate quietly. The noise produced by well jacks or units on a producing well shall not exceed 50 decibels at any boundary of the parcel on which the well is located.
20. All flow lines shall be buried at least (1) one foot under the ground. Depending upon adjacent land uses and proposed streets, roads and highways, the City may require lines to be buried at a greater depth.
21. Upon the removal of the associated tank batteries and/or the plugging of wells associated with such pipelines, the pipelines shall be removed.
22. Any waste oil or water in, on, or around any premises shall be immediately cleaned up and the ground shall be cleaned of any oil bearing dirt.
23. The leaseholder shall proceed with the drilling operations with the highest degree of care so as not to injure adjoining property or persons in any manner by keeping the premises suitably fenced or guarded 24 hours a day in such manner as to avoid trespassing during the drilling and exploratory operations; and to remove all drilling mud upon completion of drilling operations; immediately cleaning the grounds around the well of all drilling mud and/or salt water or water. The area shall be made to conform in appearance to the lands in the neighborhood wherein such drilling, exploration or maintenance operations are so conducted. All pits and contents shall be removed from the premises and the drill site within 30 days after completion of the well. Prior to the commencement of any drilling operations a private road shall be installed to the drill site and the operation site that is at least (10) ten feet wide and has an overhead clearance of at least 14 feet and is surfaced and maintained to prevent dust and mud.
24. Sounds during drilling operations shall not exceed 60 decibels during daytime hours between 7 a.m. and 7 p.m. and 50 decibels during nighttime hours between 7 p.m. and 7 a.m. measured at any occupied structure on a parcel other than the parcel on which the oil or gas well is located.
25. The center of any well at the surface shall be a minimum of 25 feet from any storage tank or source of ignition; 100 feet from any building accessory to the well, public street, road, highway, right-of-way or property line; 300 feet from any water well; 400 feet from any commercial or industrial building and 600 feet from any residence. The minimum distances may be reduced by a waiver granted by the Planning and Zoning Board and the City Council or by written notarized waivers granted by owners of all buildings within the radius being protected from drilling. All waivers must identify the property address, block and lot number, subdivision

name (if applicable), and plat volume and page. Such waivers must be filed, at the expense of the operator in the Grayson County Records.

26. Drilling under the railroad shall be approved by the BNSF Railroad.
27. Any damage to the existing roadways shall be repaired by the drilling company.
28. Review the zoning and development ordinance for additional requirements.
29. 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:

30. All requirements of the Floodplain Ordinance should be followed.
31. Verify location of water and sewer lines in relation to drilling pod.
32. New well site appears to fall over an existing sewer line. Relocation of either the well or the sewer at no cost to the City.
33. Slush pit shall not encumber 100-year Floodplain boundary at any point.
34. All weather access drive required in access easement.
35. Engineering site plan approval required by City Engineering Department.

Planning & Zoning Commission:

36. Allow the distances on Item #25 in the Staff Review Letter to be 250' from any structures.

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**



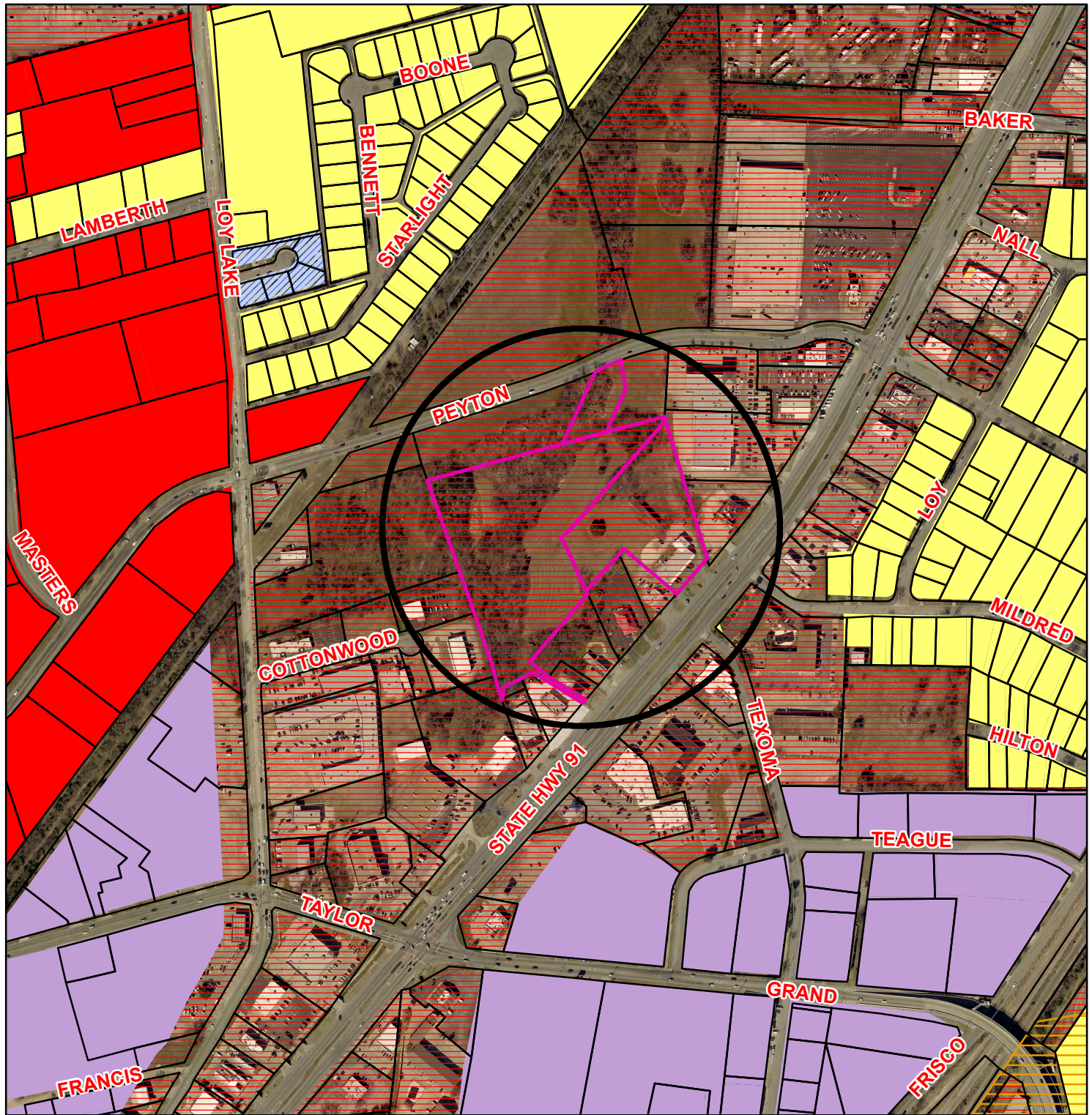
1220 E. Peyton



City of Sherman, Texas
Developmental Services Department



1 in = 600 ft



Zoning - 1220 E. Peyton

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

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

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



City of Sherman, Texas
Developmental Services Department

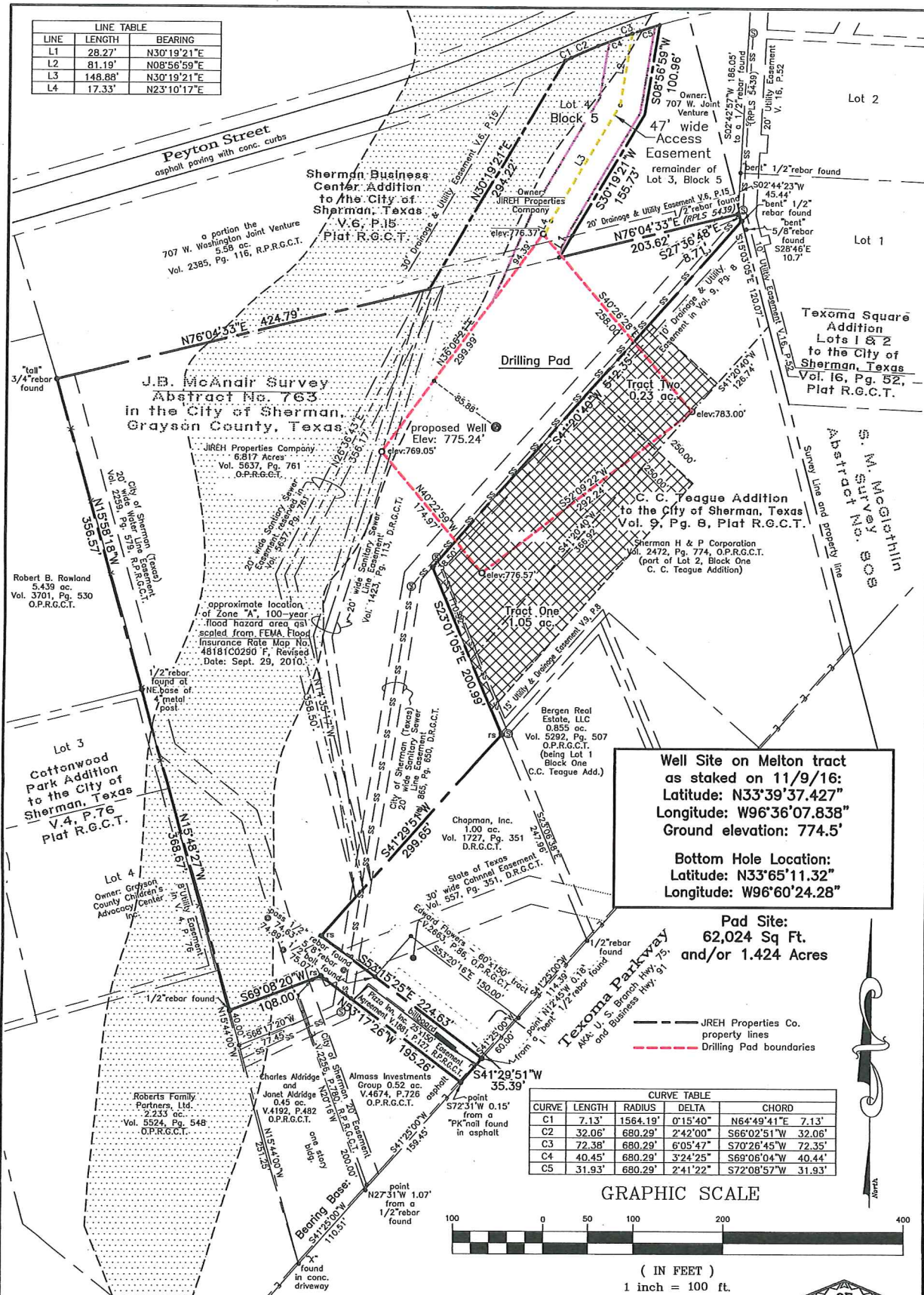


1 in = 469 ft

1220 E. Peyton



LINE TABLE		
LINE	LENGTH	BEARING
L1	28.27'	N30°19'21"E
L2	81.19'	N08°56'59"E
L3	148.88'	N30°19'21"E
L4	17.33'	N23°10'17"E



Note: Boundary shown hereon from survey performed on January 8, 2015.

Job No. CGS171116

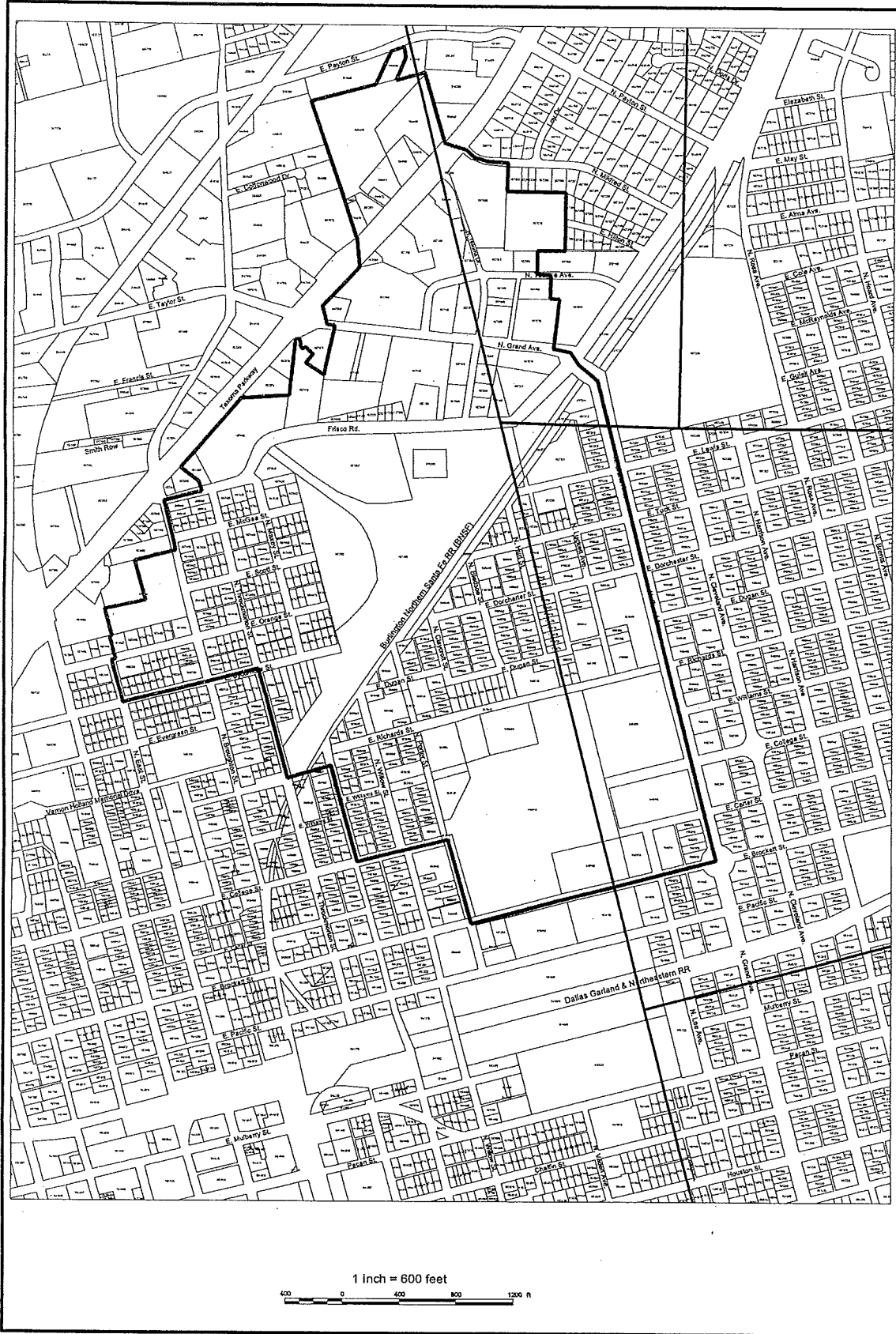
Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph: (903) 463-6191 Fax: (903) 463-4088
Email: helveysurvey@comcast.net
Texas Board of Professional Land Surveying
Firm Registration No. 10088100

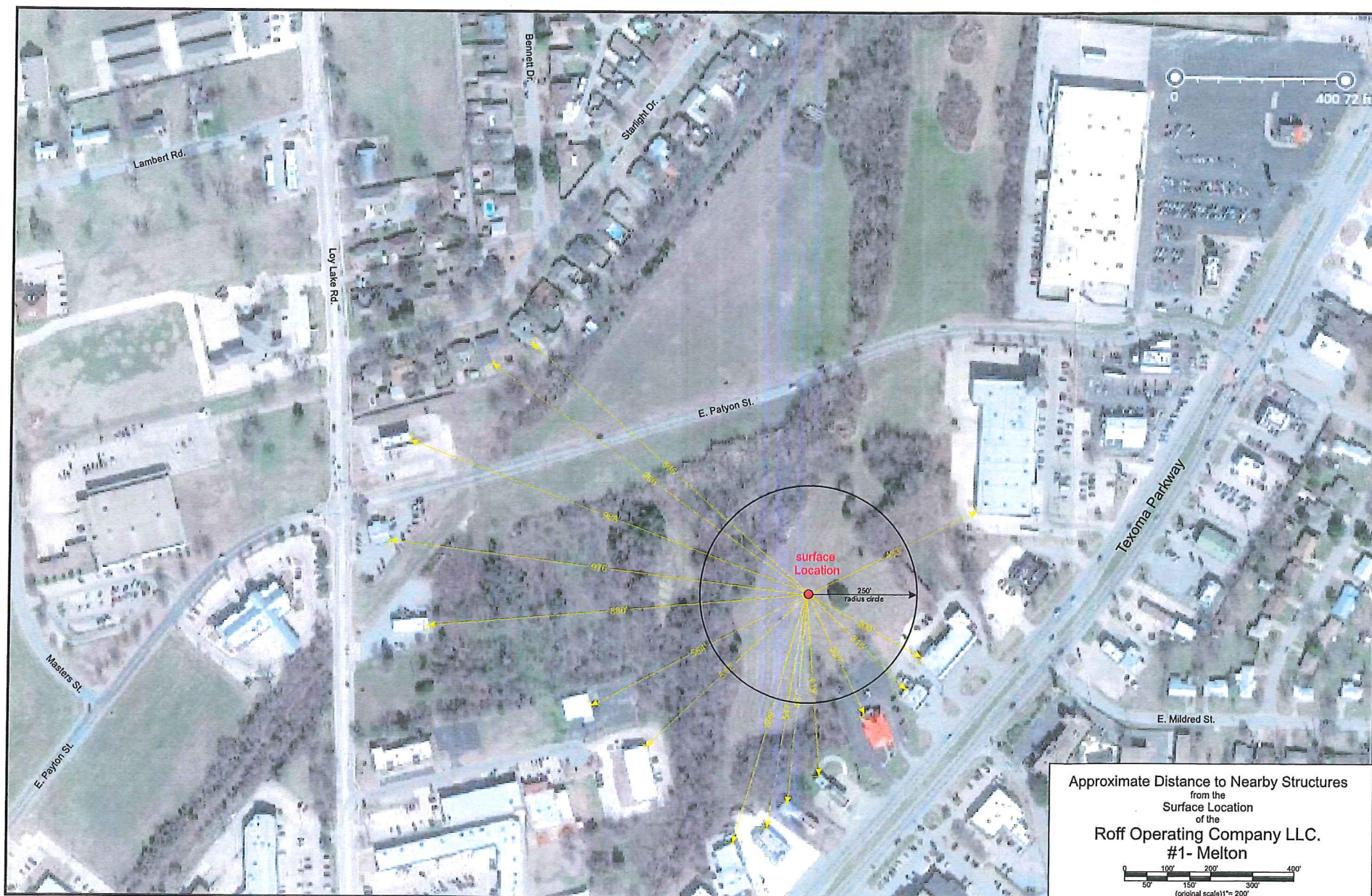
Well Site Map for:
Roff Operating Company, LLC
City of Sherman No. 1



Billy F. Helvey, R. P. L. S. No. 4488
Copyright Date: January 19, 2017

300 Acre Unit Outline





STAFF REVIEW LETTER

February 15, 2017

BMNW Resources, LLC
Frank McColloch
4925 Greenville Avenue, Suite 841
Dallas, TX 75206

Sherman H&P Corporation
712 Sunkist Lane
Plano, TX 75025

Roff Operating Company, LLC
600 Travis, Suite 7070
Houston, TX 77002

Curry Vogelsang
200 N. Travis, Ste. 300
Sherman, TX 75090

JIREH Properties Co.
2626 Pebble Valley
San Antonio, TX 78232-4130

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

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow the drilling of an oil/gas well in a C-2 (General Commercial) District for the property located at 1220 East Peyton Street, has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 21, 2017 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All requirements of the Oil and Gas Well Ordinance (Chapter 4, Article 4.10) shall be followed.
2. Provide copy of Railroad Commission Application to drill and copies of requirements of Railroad Commission based on application.
3. Provide name address and phone number of operator of lease and property owner and name and number of contact person for the operator.
4. Provide description of the lease or lands involved and length of time surface operations are expected to occur.
5. Provide a scale drawing showing location of the well, ownership of the land, property lines, structures and offset operators or land owners.
6. Provide the name and address of the drilling contractor.
7. Provide a scaled drawing showing the proposed site and the location, distance to and nature of adjacent land uses.
8. Provide a statement warning of possible hazardous formation conditions that may be encountered during or as a result of the proposed drilling or exploration operation as maintenance of an existing well site.
9. Provide a copy of Operators Spill Prevention Plan.

10. Provide a certificate of insurance that carries a minimum coverage for bodily injury of \$500,000 for each occurrence and \$1,000,000 aggregate, and for the cost of controlling a well that is out of control, re-drilling or restoration expenses, seepage or pollution damage as first party recovery for the operator and related expenses, including but not limited to evacuation of residents, in the amount of at least \$5,000,000 per occurrence. The lease owner shall carry at all times this minimum limit of insurance until such time the well is out of production and all appurtenances removed from the site. The insurance under all situations and at all times shall list the City of Sherman as additionally named insured.
11. The oil or fuel storage tank or tank battery shall be installed in conformance with the spill prevention control and counter measure plan published by the U.S. Environmental Protection Agency.
12. A tank or tank battery shall not be located nearer than 150' from any residence or dwelling, unless the tank or tank battery existed prior to the residence or dwelling.
13. A tank or tank battery shall not be closer than 30' from any combustible structure.
14. Oil and fuel storage tanks or tank batteries, fences and wall shall be kept well painted and in good repair.
15. If the well(s) associated with an oil storage tank or tank battery is/are plugged, or if the storage tank battery is no longer in use, the storage tank or tank battery and associated pipelines shall be removed and the land restored. This provision includes all associated appurtenances with the wells and or tank batteries. This removal shall occur within six months unless documentation can be provided that the well and or tank battery will be used within the next two years. For the purpose of this provision, the term no longer in use shall mean that the tank or tank battery, while it or they may contain some residue of fuel, has not been pumped into or out of within the past six months.
16. Other oil or fuel storage tanks that receive products from transmission or distribution lines that are not pumped into or out of for a period of six months shall be considered abandoned and/or unused. The leaseholder shall disassemble and completely remove such tanks and all associated appurtenances from the site unless it is shown that there are plans to reuse the storage tanks within the next two years.
17. Within six months after the removal of any oil storage tanks or tank batteries, the permittee shall restore the property to its original state insofar as possible, to include removal and/or restoration of any un-remediated soil.
18. Pumps shall be electrically powered.
19. All surface equipment shall be kept clean, painted, in good repair and properly lubricated in order that they will operate quietly. The noise produced by well jacks or units on a producing well shall not exceed 50 decibels at any boundary of the parcel on which the well is located.
20. All flow lines shall be buried at least (1) one foot under the ground. Depending upon adjacent land uses and proposed streets, roads and highways, the City may require lines to be buried at a greater depth.
21. Upon the removal of the associated tank batteries and/or the plugging of wells associated with such pipelines, the pipelines shall be removed.
22. Any waste oil or water in, on, or around any premises shall be immediately cleaned up and the ground shall be cleaned of any oil bearing dirt.
23. The leaseholder shall proceed with the drilling operations with the highest degree of care so as not to injure adjoining property or persons in any manner by keeping the premises suitably fenced or guarded 24 hours a day in such manner as to avoid trespassing during the drilling and exploratory operations; and to remove all drilling mud upon completion of drilling operations; immediately cleaning the grounds around the well of all drilling mud and/or salt water or water. The area shall be made to conform in appearance to the lands in the neighborhood wherein such drilling, exploration or maintenance operations are so conducted. All pits and contents shall be removed from the premises and the drill site within 30 days after completion of the well. Prior to the commencement of any drilling operations a private road shall be installed to the drill site and the operation site that is at least (10) ten feet wide and has an overhead clearance of at least 14 feet and is surfaced and maintained to prevent dust and mud.

24. Sounds during drilling operations shall not exceed 60 decibels during daytime hours between 7 a.m. and 7 p.m. and 50 decibels during nighttime hours between 7 p.m. and 7 a.m. measured at any occupied structure on a parcel other than the parcel on which the oil or gas well is located.
25. The center of any well at the surface shall be a minimum of 25 feet from any storage tank or source of ignition; 100 feet from any building accessory to the well, public street, road, highway, right-of-way or property line; 300 feet from any water well; 400 feet from any commercial or industrial building and 600 feet from any residence. The minimum distances may be reduced by a waiver granted by the Planning and Zoning Board and the City Council or by written notarized waivers granted by owners of all buildings within the radius being protected from drilling. All waivers must identify the property address, block and lot number, subdivision name (if applicable), and plat volume and page. Such waivers must be filed, at the expense of the operator in the Grayson County Records.
26. Drilling under the railroad shall be approved by the BNSF Railroad.
27. Any damage to the existing roadways shall be repaired by the drilling company.
28. Review the zoning and development ordinance for additional requirements.
29. 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:

30. All requirements of the Floodplain Ordinance should be followed.
31. Verify location of water and sewer lines in relation to drilling pod.
32. New well site appears to fall over an existing sewer line. Relocation of either the well or the sewer at no cost to the City.
33. Slush pit shall not encumber 100-year Floodplain boundary at any point.
34. All weather access drive required in access easement.
35. Engineering site plan approval required by City Engineering Department.

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

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

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

Respectfully,



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

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

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



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

Agenda Item No. 10.

Meeting Date: 02/21/2017

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

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

1220 E. PEYTON STREET

The request of JIREH Properties Company and Sherman H & P Corporation (Owners), Curry Vogelsang (Representative) Frank McColloch, BMNW Resources, LLC (Representative) and Roff Operating Company, LLC (Drilling Company) concerning the property located at 1220 East Peyton Street, being 6.817 acres in the J.B. McAnair Survey, Abstract No. 763,, as follows:

Planning and Zoning Board

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow the drilling of an oil/gas well in a C-2 (General Commercial) District.

Background:

The property is located at 1220 East Peyton Street between Loy Lake Road and Texoma Parkway. The property is zoned a C-2 (General Commercial) District.

Roff Operating Company LLC would like to drill an oil and gas well on land it owns within the Sherman City Limits. They propose to drill the City of Sherman No. 1 Well to test the southern extension of the Sherman Field, including all potentially productive zones. To accomplish this, Roff will drill a conventional vertical well to a depth sufficient to test the Ellenburger formation. If the test is successful, Roff will complete and produce the well in a manner similar to the other wells in the Sherman Field. Upon acquiring all the necessary City and State permits it is anticipated that drilling operations will commence sometime in the second quarter, 2017.

Adjacent Zoning:

C-2 (General Commercial) District

Origination:

JIREH Properties Company and Sherman H & P Corporation (Owners)
Curry Vogelsang (Representative)
Frank McColloch, BMNW Resources, LLC (Representative)
Roff Operating Company, LLC (Drilling Company)
Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

18

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Site Plan
300 Acre Unit Outline
Distance to Nearby Structures
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.2.

Meeting Date: 02/05/2018

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 6098

Issue:

C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6098

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow the Drilling of an Oil/Gas Well in a C-2 (General Commercial) District at 1220 East Peyton Street, being 6.817 acres in the J.B. McAnair Survey, Abstract No. 763 (JIREH Properties Company and Sherman H & P Corporation, Owners; Curry Vogelsang, Representative; Frank McColloch, BMNW Resources, LLC, Representative; Roff Operating Company, LLC, Drilling Company; and Helvey-Wagner Surveying, Inc., Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.3.

Meeting Date: 02/05/2018

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. 3. * RESOLUTION NO. 6336

Authorizing the Purchase of a New 2018 Wilkens Steel Front Load Ejector Transfer Trailer for the Solid Waste Department from Wilkens Industries, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)

D. 4. * RESOLUTION NO. 6337

Awarding Bids to and Authorizing Execution of Contracts with Multiple Vendors for an Annual Supply of Chemicals for the Sherman Water Treatment Plant

D. 5. * RESOLUTION NO. 6338

Awarding a Bid to and Authorizing Execution of a Contract with Alan Uptergrove Company, Inc. for the Sherman Wastewater Treatment Plant Sludge Thickener Equipment Replacement

D. 6. * RESOLUTION NO. 6339

Authorizing Execution of an Encroachment Easement to Tobar's Properties General Construction for the Installation of a Water Line within the Public Right-of-Way along Vernon Holland Memorial Drive aka Kerr Street to East Street to provide Water Services for 416 Vernon Holland Memorial Drive in the J.B. McAnair Survey, Abstract No. 763 in the City of Sherman

D. 7. * RESOLUTION NO. 6340

Authorizing Execution of an Agreement with Tobar Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 416 Vernon Holland Memorial Drive

E. 1. * REQUEST TO ADVERTISE

Annual Purchase of Water Meters for the City of Sherman Automated Meter Reading System

F. 4. * 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 7, 2018

F. 5. * OTHER BUSINESS

Final Plat Approval of Chen Addition located at 1523 and 1609 Texoma Parkway, being 1.572 acres in the J.B. McAnair Survey, Abstract No. 763; Shou-Hung Chen and Tao-Min Chen, Owners; and Underwood Drafting & Surveying, Surveyor (1523 and 1609 Texoma Parkway)

F. 6. * OTHER BUSINESS

Replat Approval of Geo Rambler Addition, a Replat of Lot 2, Block 2, Brookwood Addition and adjoining Four Tracts, being all of Lot 2 and part of Lot 10, Block 2, Brookwood Addition and 2.186 acres in the J.B. McAnair Survey, Abstract No. 763, for a total of 2.402 acres; Gary and Karen White, Owners; and Helvey-Wagner Surveying, Inc., Surveyor (2706 North Woods Street and 606 West Oxford Drive)

F. 7. * OTHER BUSINESS

Final Plat Approval of Quail Run, Phase One Addition, being 17.492 acres in the Elizabeth Jones Survey, Abstract No. 625; 1417 Land Holdings, LLC, Owners; 300 Sherman, LP, Developer; Greg Edwards Engineering Services, Inc., Civil Engineer; and Preston Trail Land Surveying, LLC, Surveyor (4500-4600 blocks of Quail Run Road and 4600 block of Cormorant Drive)

F. 8. * OTHER BUSINESS

Final Plat Approval of Drake Hantla Addition located in the Extra Territorial Jurisdiction (ETJ) of the City of Sherman, being 1.389 acres in the William Martin Survey, Abstract No. 765; Drake Hantla, Owner; and Cox Land Surveying, Surveyor (700 block of Farmington Road)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.1.

Meeting Date: 02/05/2018

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6334

Canceling an Award of Bid and Contract with Austin Raymond Construction based on an Invitation to Bid for Construction of the Sherman Streetscapes Phase II Project Re-Bid

Issue:

To consider canceling award of a contract with Austin Raymond Construction of Royce City, Texas, based on an invitation to bid, for construction of the Sherman Streetscapes Phase II Project Re-Bid

Background:

At a regularly scheduled meeting on July 18, 2016, the City Council authorized the execution of an Advanced Funding Agreement between the City of Sherman and the State of Texas, acting by and through the Texas Department of Transportation (TxDOT), for a Transportation Alternatives Program Project (Sherman Streetscapes Phase II).

On August 7, 2017, the City Council approved the project to be advertised and bid to the public. Two bids were received on September 7, 2017. Of those, the first bid was incomplete and the second was not accepted based on contractor qualifications.

The rejection of all bids and request to re-bid for construction was advertised pursuant to the City Council's approval at the October 2, 2017 meeting. Two new bids were received on November 15, 2017. The lowest bid was rejected based on qualifications and the next contractor's bid was accepted. Resolution No. 6306 was created to award bid and execution of a contract with Austin Raymond Construction at the November 20, 2017 City Council Meeting. Since the November 20, 2017 City Council meeting, the Federal Highway Department has informed the City that they will not award funding to any bidder other than the lowest bid. Staff will again bid the project this month in hopes that a qualified bidder will meet the federal funding requirements.

Origination:

Engineering Department

Financial Consideration:

Funding for the construction is available in the Capital Improvement Program.

Staff Recommendation:

It is recommended that the contract that was awarded to Austin Raymond Construction of Royce City, Texas, in the amount of \$406,804.00 be canceled.

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 6334

Resolution No. 6306 approved November 20, 2017

Contract Agreement for Sherman Streetscapes Phase II Re-Bid

Location Map

RESOLUTION NO. 6334

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CANCELING AN AWARD OF BID AND CONTRACT WITH AUSTIN RAYMOND CONSTRUCTION BASED ON AN INVITATION TO BID FOR CONSTRUCTION OF THE SHERMAN STREETSCAPES PHASE II PROJECT RE-BID; 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 Austin Raymond Construction of Royce City, Texas, was awarded the bid and the City of Sherman approved execution of a contract with Austin Raymond Construction in Resolution No. 6306 on November 20, 2017, for the demolition of existing sidewalks, landscaping, drainage improvements, traffic control and all necessary work for the Sherman Streetscapes Phase II Project Re-Bid.

SECTION 2. That the contract executed by the City Manager pursuant to the authority of Resolution No. 6306 is now canceled.

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 said purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2018.

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**

RESOLUTION NO. 6306

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH AUSTIN RAYMOND CONSTRUCTION BASED ON AN INVITATION TO BID FOR CONSTRUCTION OF THE SHERMAN STREETSCAPES PHASE II PROJECT RE-BID; 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 Austin Raymond Construction of Royce City, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract with Austin Raymond Construction in the amount of Four Hundred Six Thousand Eight Hundred Four Dollars and No Cents (\$406,804.00) for the demolition of existing sidewalks, landscaping, drainage improvements, traffic control and all necessary work for the Sherman Streetscapes Phase II Project Re-Bid; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Austin Raymond Construction for construction of the aforementioned improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the 20th day of November, 2017.

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**

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF

GRAYSON

THIS AGREEMENT is made and entered into this _____ day of _____, 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 Raymond Construction, of Royce City, County of Rockwall, 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:

Sherman Streetscapes Phase II Re-Bid

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of the AGREEMENT; 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 and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

Notice to Proceed

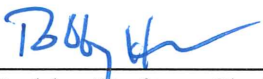
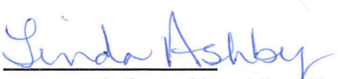
The CONTRACTOR hereby agrees to commence work within seven (7) calendar days after the date of written notice to do so shall have been given to him, to complete the work within one hundred twenty (120) calendar days in a work week (see TxDOT Section 8L), after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR Four Hundred Six Thousand, Eight Hundred Four Dollars and Zero Cents (**\$406,804.00**) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, 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

By: _____ By: _____
(CONTRACTOR) ATTEST:

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

Bid Tabulation
Project: Sherman Streetscapes Phase II Re-Bid

Owner: City of Sherman

Number: 2018-04

Public Works Project # 2980
Date: 11/15/2017

Public Works Project # 2980 Date: 11/15/2017				Austin Raymond		Mitchell	
				Construction		Enterprises	
Item	Description	Estimated Quantity		Unit Price	Total Price	Unit Price	Total Price
Base Bid							
0500-6001	MOBILIZATION	1	LS	30,000.00	30,000.00	27,200.00	27,200.00
0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	17	MO	1,500.00	25,500.00	382.25	6,498.25
104-6013	REMOVE CONC (FOUNDATIONS)	1	SY	2,500.00	2,500.00	7,837.50	7,837.50
104-6017	REMOVING CONC (DRIVEWAYS)	581	SY	40.00	23,240.00	32.36	18,801.16
104-6022	REMOVING CONC (CURB AND GUTTER)	130	LF	25.00	3,250.00	10.78	1,401.40
104-6024	REMOVING CONC (RETAINING WALLS)	7	SY	150.00	1,050.00	269.19	1,884.33
104-6036	REMOVING CONC (SIDEWALK OR RAMP)	377	SY	35.00	13,195.00	44.93	16,938.61
104-6040	REMOVE CONC (PAVERS)	100	SY	17.00	1,700.00	22.65	2,265.00
104-6044	REMOVING CONC (FLUME)	7	SY	97.00	679.00	111.06	917.42
105-6011	REMOVING STAB BASE & ASPH PAV (2"-6")	67	SY	40.00	2,680.00	55.33	3,707.11
496-6002	REMOV STR (INLET)	1	EA	2,400.00	2,400.00	1,004.58	1,004.58
496-6002	REMOVE STR (INLET)(METAL GRATE)	1	EA	2,400.00	2,400.00	313.50	313.50
496-6014	REMOV STR (RAILROAD CROSSING)	2	EA	3,800.00	7,600.00	13,755.50	27,511.00
496-6097	REMOV STR (RR TRACK)	48	LF	100.00	4,800.00	28.45	1,365.60
628-6002	REMOVE ELECTRICAL SERVICES (WALL LIGHTS)	2	EA	1,850.00	3,700.00	150.70	301.40
644-6068	RELOCATE SM RD SN SUP & AM TY 10BWG	2	EA	850.00	1,700.00	420.75	841.50
677-6007	ELIM EXT PAV MRK & MRKS (24")	16	LF	7.00	112.00	15.19	243.04
GRA-00001	CLEARING LANDSCAPE PLANTING	73	SF	16.00	1,168.00	3.14	229.22
351-6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR (4")	34	SY	56.00	1,904.00	125.44	4,264.96
351-6025	FLEXIBLE PAVEMENT STRUCTURE REPAIR (8"-15")	105	SY	102.00	10,710.00	187.84	19,723.20
360-6047	CONC PVMT (CONT REINF - CRCP) (6")	500	SY	95.00	47,500.00	128.09	64,045.00
464-6003	PIPE (CLIII) (18 IN)	10	LF	150.00	1,500.00	268.84	2,688.40
465-6029	INLET (COMPL) (PCU) (3FT) (NONE)	1	EA	4,000.00	4,000.00	4,053.50	4,053.50
465-6233	INLET (COMP) (SIDEWALK BRIDGE)	2	EA	4,500.00	9,000.00	1,691.25	3,382.50
529-6007	CONC CURB & GUTTER (TY I)	544	LF	40.00	21,760.00	28.14	15,308.16
531-6002	CONC SIDEWALKS (5")	1,541	SY	70.00	107,870.00	69.45	107,022.45
531-6004	CURB RAMPS (TY I)	8	EA	2,000.00	16,000.00	1,636.25	13,090.00
666-6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	197	LF	12.00	2,364.00	9.77	1,924.69
666-2024	REFL PAV MRK TY I (W) 6" (SLD) (100MIL)	188	LF	6.00	1,128.00	8.78	1,650.64
666-6225	PAVEMENT SEALER 6"	188	LF	3.00	564.00	5.12	962.56
666-6230	PAVEMENT SEALER 24"	197	LF	5.00	985.00	6.98	1,375.06
678-6002	PAV SURF PREP FOR MRK (6")	188	LF	3.00	564.00	7.46	274.48
678-6008	PAV SURF PREP FOR MRK (24")	197	LF	5.00	985.00	2.79	549.63
5003-6001	RETROFIT DET WARN SURF (SURF APPLIED)	162	SF	35.00	5,670.00	5.50	891.00
5005-6013	CONCRETE VEHICULAR GRADE CROSSING	32	LF	57.00	1,824.00	145.80	4,665.60
GRA-00003	WALL MOUNT LIGHT	1	EA	1,500.00	1,500.00	278.30	278.30
GRA-00007	6" PVC PIPE	54	LF	20.00	1,080.00	17.67	954.18
GRA-00008	PRE-FAB CATCH BASIN	1	EA	2,650.00	2,650.00	2,047.38	2,047.38
0192-6013	MULCH	58	SY	17.00	986.00	20.63	1,196.54
0192-6016	PLANT BED PREPARATION	58	SY	17.00	986.00	41.25	2,392.50
0192-6024	PLANT MATERIAL (30 GAL) (TREE)	14	EA	1,000.00	14,000.00	825.00	11,550.00
0192-6046	PLANT MATERIAL (MIN 3" CAL) (B&B)	4	EA	850.00	3,400.00	2,406.25	9,625.00
1005-6001	LOOSE AGGREGATE FOR GROUND COVER (TYI)	12	CY	350.00	4,200.00	124.74	1,496.88
0168-2001	VEGETATIVE WATERING	2.00	MG	3,500.00	7,000.00	200.00	400.00
0193-6001	PLANT MAINTENANCE	12.00	MO	750.00	9,000.00	300.00	3,600.00
					0.00		0.00
Subtotal					406,804.00		398,673.23

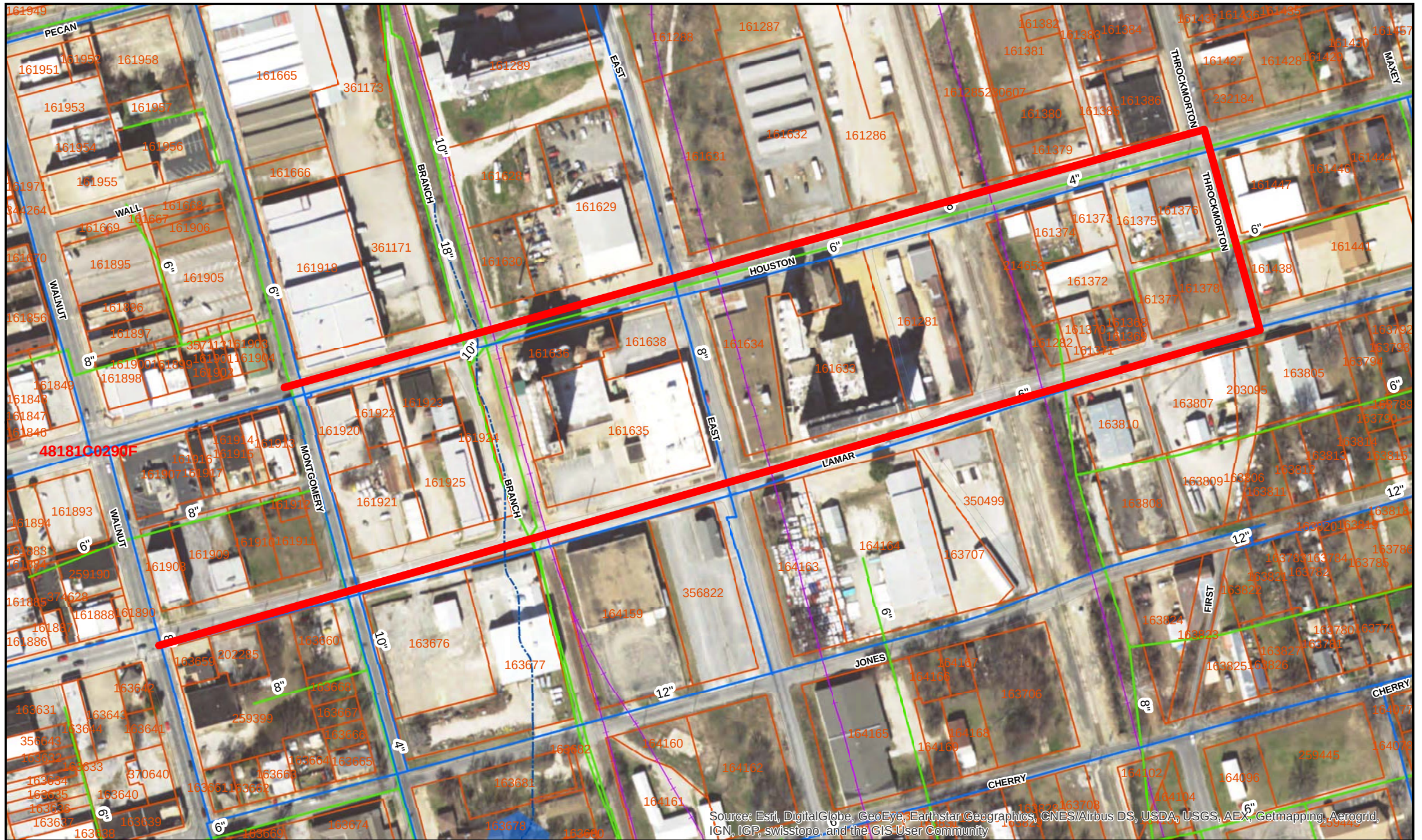
Additive Alternate

				Austin Raymond Construction		Mitchell Enterprises	
Item	Description	Estimated Quantity		Unit Price	Total Price	Unit Price	Total Price
0500-6001	MOBILIZATION	1	LS	15,000.00	15,000.00	8,332.50	8,332.50
0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	10	MO	1,500.00	15,000.00	360.00	3,600.00
104-6017	REMOVING CONC (DRIVEWAYS)	163	SY	30.00	4,890.00	32.01	5,217.63
104-6022	REMOVING CONC (CURB AND GUTTER)	60	LF	20.00	1,200.00	10.78	646.80
104-6036	REMOVING CONC (SIDEWALK OR RAMP)	627	SY	26.00	16,302.00	53.16	33,331.32
104-6040	REMOVE CONC (PAVERS)	48	SY	17.00	816.00	42.93	2,060.64
105-6011	REMOVING STAB BASE & ASPH PAV (2"-6")	158	SY	30.00	4,740.00	52.23	8,252.34
479-6001	ADJUSTING MANHOLES	1	EA	500.00	500.00	849.75	849.75
496-6002	REMOV STR (INLET)	2	EA	1,750.00	3,500.00	962.50	1,925.00
496-6097	REMOV STR (RR TRACK)	12	LF	100.00	1,200.00	53.00	660.00
506-6040	BIODEG EROSN CONT LOGS (INSTALL) (8")	80	LF	6.00	480.00	24.15	1,932.00
506-6043	BIODEG EROSN CONT LOGS (REMOVE) (8")	80	LF	3.00	240.00	1.76	140.80
644-6068	RELOCATE SM RD SN SUP & AM TY 10BWG	1	EA	725.00	725.00	313.50	313.50
677-6002	ELIM EXT PAV MRK & MRKS (6")	33	LF	6.00	198.00	4.13	136.29
677-6007	ELIM EXT PAV MRK & MRKS (24")	33	LF	6.00	198.00	11.00	363.00
752-6023	TREE TRIMMING	1	EA	1,150.00	1,150.00	627.00	627.00
GRA-00002	REMOVE GAS STUB & BOLLARDS	1	EA	2,800.00	2,800.00	2,000.00	2,000.00
360-6047	CONC PVMT (CONT REINF - CRCP) (6")	250	SY	100.00	25,000.00	170.00	42,500.00
450-6047	RAIL (HANDRAIL)(TY A)	84	LF	110.00	9,240.00	99.00	8,316.00
464-6003	PIPE (CLIII) (18 IN)	10	LF	160.00	1,600.00	253.00	2,530.00
465-6029	INLET (COMPL) (PCU) (3FT) (NONE)	1	EA	4,400.00	4,400.00	3,826.50	3,826.50
466-6181	WINGWALL (PW-1) (HW=6FT)	2	EA	16,750.00	33,500.00	16,000.00	32,000.00
529-6007	CONC CURB & GUTTER (TY I)	236	LF	40.00	9,440.00	29.00	6,844.00
531-6002	CONC SIDEWALKS (5")	1569	SY	70.00	109,830.00	71.00	111,399.00
531-6004	CURB RAMPS (TY I)	9	EA	2,000.00	18,000.00	1,667.00	15,003.00
666-6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	195	LF	12.00	2,340.00	9.00	1,755.00
666-6230	PAVEMENT SEALER 24"	195	LF	5.00	975.00	6.50	1,267.50
678-6008	PAV SURF PREP FOR MRK (24")	195	LF	3.00	585.00	2.60	507.00
5003-6001	RETROFIT DET WARN SURF (SURF APPLIED)	32	SF	350.00	11,200.00	5.00	160.00
5005-6013	CONCRETE VEHICULAR GRADE CROSSING	32	LF	450.00	14,400.00	661.00	20,192.00
GRA-00004	VAULT DOOR	1	EA	3,000.00	3,000.00	3,000.00	3,000.00
GRA-00005	PRE-FORMED BOX WITH COVER	1	EA	2,800.00	2,800.00	796.40	796.40
GRA-00006	DEEPEN EDGE	181	LF	20.00	3,620.00	32.89	5,933.09
0192-6013	MULCH	82	SY	16.00	1,312.00	7.00	574.00
0192-6016	PLANT BED PREPARATION	82	SY	14.00	1,148.00	9.00	738.00
0192-6024	PLANT MATERIAL (30 GAL) (TREE)	19	EA	1,000.00	19,000.00	699.00	13,281.00
0192-6046	PLANT MATERIAL (MIN 3" CAL) (B&B)	10	EA	725.00	7,250.00	620.00	6,200.00
0193-6001	PLANT MAINTENANCE	12	MO	892.00	10,704.00	240.00	2,880.00
1005-6001	LOOSE AGGREGATE FOR GROUND COVER (TYI)	9	CY	400.00	3,600.00	126.00	1,134.00
0168-2001	VEGETATIVE WATERING	3	MG	3,000.00	9,000.00	150.00	450.00
Subtotal					370,883.00		351,695.06



N





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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.2.

Meeting Date: 02/05/2018

Prepared By: Theresa Hutchinson, Parks & Recreation Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6335

Authorizing the Purchase of Playground Equipment for the Parks and Recreation Department from Miracle Recreation through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

Authorizing the Parks and Recreation Department to purchase playground equipment through the BuyBoard, for Martin Luther King, Jr. (MLK) and Rex Cruse parks, for updates identified in the adopted 2017 Parks Master Plan.

Background:

At the May 15, 2017 meeting, the City Council approved and adopted the 2017 Parks Master Plan. The highest priority initiatives arising from the Plan update were identified and included in the approved fiscal year (FY) 2017-2018 Capital Improvement Program. Updates to existing parks playground equipment for the MLK and Rex Cruse parks were among these initiatives.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Department of Parks and Recreation

Financial Consideration:

Total projected costs for the playground equipment and installation are \$56,239.53. Funding was approved in the fiscal year FY 2018 Capital Improvement Program budget for this purchase.

Staff Recommendation:

Staff recommends the City Council authorize the purchase of playground equipment from Miracle Recreation for the MLK and Rex Cruse parks.

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 6335

BuyBoard Quote

BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 6335

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF PLAYGROUND EQUIPMENT FOR THE PARKS AND RECREATION DEPARTMENT FROM MIRACLE RECREATION THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Miracle Recreation through the Texas Local Government Purchasing Cooperative (BuyBoard), playground equipment for playground updates within the Parks and Recreation Department at a total price of Fifty-Six Thousand Two Hundred Thirty-Nine Dollars and Fifty-Three Cents (\$56,239.53). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2017-2018 budget.

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

PASSED AND APPROVED on this the _____ day of _____, 2018.

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**

Customer Information:

City of Sherman, TX Parks Department

Attn: Jimmy Mrozinski

Re: Playground Concepts (11/2/2017)

Date: 12/13/2017

Est. Delivery:

6-8 weeks

BuyBoard

Contract #

512-16

Consultant:

Tom Sawyers

BuyBoard

Vendor ID

2904

Revised 12/13/2017

ITEM	QTY	DESCRIPTION	EACH	TOTAL
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Option 1

Price assumes all site work & drainage away from play area to be provided by "other" at no cost to webuildfun

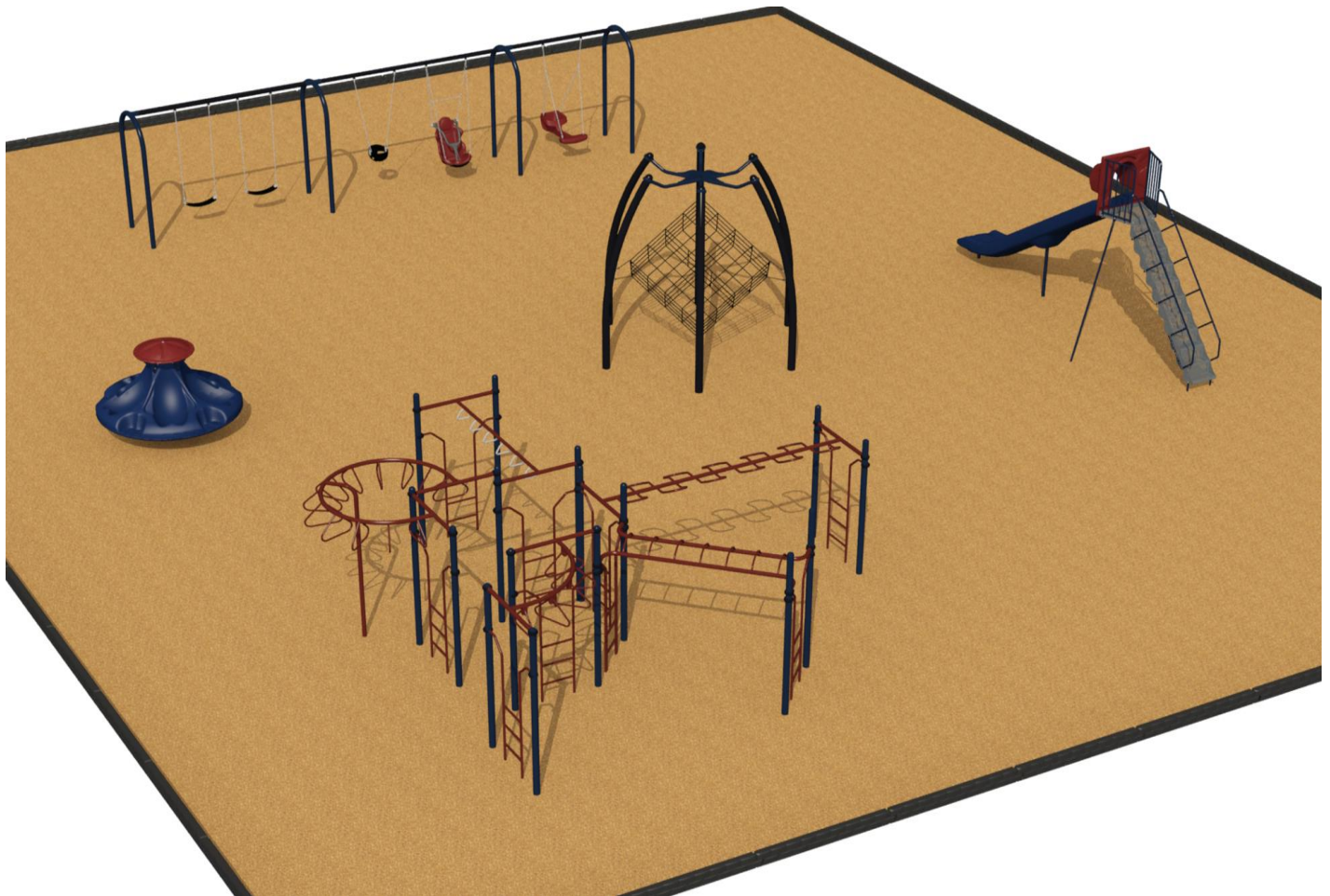
43041412791	1	Miracle playground equipment per design 61_43041412791 dated 11/2/2017		\$26,939.89
SHIP	1	Freight		\$1,703.57
DISC	1	Discount on Miracle equipment		-\$5,387.98
INSTALL	1	Installation is not included in this proposal		
EWf	4171	Safety Surfacing is not included in this proposal		
TAX	0.0825	Sales tax (please provide exemption cert, or add sales tax)		
Total***				\$23,255.48



Option 2

Price assumes all site work & drainage away from play area to be provided by "other" at no cost to webuildfun

43041426440	1	Miracle playground equipment per design 61_43041426440 dated 11/2/2017	\$38,708.24
SHIP	1	Freight	\$2,017.46
DISC	1	Discount on Miracle equipment	-\$7,741.65
INSTALL	1	Installation is not included in this proposal	
EWF	6224	Safety Surfacing is not included in this proposal	
TAX	0.0825	Sales tax (please provide exemption cert, or add sales tax)	
		Total***	\$32,984.06



*****TOTAL FOR OPTION 1 & OPTION 2**

\$56,239.53

Tom Sawyers

Prepared By:

Approved by:

webuildfun, inc. warrants the labor for replacement parts for 1 year, if webuildfun, inc provided the original installation

In the event rock is encountered, additional charges may be assessed.

It is the responsibility of the owner to obtain permits (unless specified above).

It is the responsibility of the owner to locate all underground utility lines. Webuildfun will assist with this by requesting a line locate from Dig Tess, at the owner's request.

Webuildfun, inc. will make every reasonable effort to respect all marked utility lines, and will repair damage webuildfun, inc. causes to marked utilities. Webuidfun, inc. will not be responsible for damage to unmarked utilities.

Prices are guaranteed for 30 days from date listed on quote.

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 2002

for the

Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
- a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

- 1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
- 2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
- 3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
- 4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

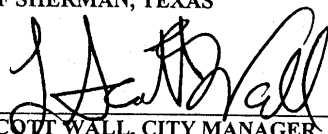
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.3.

Meeting Date: 02/05/2018

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6336**

Authorizing the Purchase of a New 2018 Wilkens Steel Front Load Ejector Transfer Trailer for the Solid Waste Department from Wilkens Industries, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new 2018 Wilkens Steel Front Load Ejector Transfer Trailer from the BuyBoard for use within the Solid Waste Department.

Background:

The requested purchase is to replace Unit 660 (a 2001 Transfer Trailer).

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Department of Public Works

Financial Consideration:

The new 2018 Wilkens Transfer Trailer will be purchased from Wilkens Industries, Inc. for \$87,797.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2017-2018 Solid Waste Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new 2018 Wilkens Transfer Trailer through the BuyBoard.

Alternatives:

As may recommended by the City Council

Attachments

Resolution No. 6336

Wilkens Quotation

BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 6336

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2018 WILKENS STEEL FRONT LOAD EJECTOR TRANSFER TRAILER FOR THE SOLID WASTE DEPARTMENT FROM WILKENS INDUSTRIES, INC. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Wilkens Industries, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard), a 2018 Wilkens Steel Front Load Ejector Transfer Trailer at a total price of Eighty-Seven Thousand Seven Hundred Ninety-Seven Dollars and No Cents (\$87,797.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2017-2018 budget.

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

PASSED AND APPROVED on this the ____ day of _____, 2018.

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**



Manufacturers of **LOAD RUNNER**
X-SERIES Solid Waste Transport Trailers

INDUSTRIES, INC.

Morris, MN 56267 (320) 589-1971
1-800-833-6045
FAX: (320) 589-1974

BuyBoard
Refuse Bodies, Trailers & Other Bodies 516-16 (Expires 11-30-18)
Sales Quote

Firm	City of Sherman	Date	12/13/17
Address	Solid Waste & Recycling	PO #	
City, State, Zip	Sherman, TX	Fax #	903-813-1635
Contact	Michael Springer	Phone #	903-892-7261
Completion Date:	180 days	Terms	Purchase order / net 10

Qty.	Description	Price
1	MODEL: 2018 WILKENS STEEL FRONT LOAD EJECTOR TRANSFER TRAILER (4075FLE) BuyBoard price each - \$75,571.00 CAPACITY: 75 CUBIC YARDS OUTSIDE DIMENSIONS A. LENGTH.....40' B. HEIGHT.....12'6" C. WIDTH FRONT.....97" D. WIDTH REAR.....97" INSIDE DIMENSIONS E. LENGTH.....39'9" F. HEIGHT FRONT.....104" G. HEIGHT REAR.....104" H. WIDTH FRONT.....90" I. WIDTH REAR.....90" TRAILER FEATURES J. SIDEWALL.....50,000# M.Y. 10GA STEEL K. SIDE POSTS.....12 GA. STEEL 90 DEGREE 15" OC, HORIZONTAL BRACE REAR (8) POST. L. ROOF.....SAME AS SIDE WALL WITH INTERLOCKING POSTS M. BOTTOM RAIL.....7 GA. FORMED STEEL CHANNEL ACCEPTING CROSSMEMBERS N. KING PIN TO AXLE.....35' O. KING PIN SETTING.....36" WITH 3/8" STEEL T-1 PLATE P. SUB-FRAME.....4" X 8" X 3/16" STEEL TUBE EXTENDED Q. LANDING GEAR.....HOLLAND MARK V, SELF LEVELING SHOE R. GEAR SUPPORT.....7GA S. GEAR BRACES.....3" CHANNEL T. SUSPENSION.....TANDEM SPRING, 50,000# CAPACITY, SET BACK U. AXLES & BRAKES.....(2) 5" ROUND, 25,000# AXLES, 452M ABS WITH TOP MOUNT CHAMBERS V. HUBS.....10 BOLT, OUTBOARD, HUB METER REAR DRIVER SIDE AXLE W. RIMS.....(8) STEEL DISC X. TIRES.....(8) 11R X 22.5, 14PLY, TWO TIRES & WHEELS SHIPPED LOOSE IN TRAILER Y. REAR DOOR.....SIDE SWING DOOR, MANUAL LATCHES KING PIN SECTION.....FABRICATED FROM 1/2" T-1 PLATE CROSSMEMBERS.....4" X 3.2# ON 12" CENTERS, STEEL I-BEAM LIGHT SYSTEM.....TRUCK LIGHT 40 SERIES, LIGHTS IN DOOR COVER.....ENCLOSED WITH HYDRAULIC FRONT LOADING DOOR 86" x 108" x 12 GA. STEEL UNLOADING SYSTEM.....EJECTOR, SPEED RETURN VALVE, 8.5" 5-STAGE 2-PORT CYLINDER, 7 GA. STEEL PUSH PLATE WITH SWIPES INSTALLED FOR TIGHT TOLERANCE, PUSH BLADE ANGLE NEW DESIGN, MID-CYLINDER SUPPORT. INSTALL FLAT PLATE BEHIND THE BLADE. FLOOR THICKNESS.....7 GA 50,000# MIN YIELD MISC EQUIPMENT.....TEMA PRES-RETURN COUPLERS 2-SPOOL HYDRO VALVE TO OPERATE TOP DOOR AND EJECTOR BLADE, PUSH/PULL HANDLES. ACCESS LADDER INSTALLED. METAL PREP.....EXTERIOR SANDBLASTED, ROCK GUARD GLASS FILLED PRIMER ON SUB-FRAME. PAINT.....POLYURETHANE WHITE 4 MIL, PPG #91295 WEIGHT.....APPROX. 27,000# +/- 3%	\$75,571.00
1	Option: 3/16" hopper, 10 ga. remainder of sidewall, all side walls front to back DOMEX 100,000 MY steel, (2) spare tire & rim mounted, air over hydraulic controls. Includes roof access ladder, plating installed behind the blade, blade swipers installed, rear axle hub meter and Rock Guard Glass Filled Primer on sub-frame.	\$12,226.00
TOTAL PRICE		\$87,797.00

F.E.T. Federal Excise Tax	+ \$	N/A
Freight	+ \$	Included
Other	+ \$	Included
Balance Due at delivery:	\$	87,797.00

The purchaser agrees to accept the equipment listed and described above, on arrival, and to pay therefore the total Cash Price (less any pre-payments theretofore made) or, balance to be payable as follows:

The purchaser further agrees:

- That a service charge of 1-1/2% per month will be charged on all past due accounts with a \$1.00 minimum. This is an annual percentage rate of 18%.
- *Special orders are non-cancelable and a minimum of 35% down payment is required on special designed trailer orders. That this document forms a legal and binding contract for both parties herein, undersigned. Any changes, additions, or deletions, must be in writing within 5 days form date accepted by Wilkens Industries, Inc.
- Any regular orders requested to be cancelled will be subject to 20% of the sale price, service charge, and or the purchaser will forfeit their down payment whichever is greater. Any request to cancel an order shall be made in writing with a detailed explanation. Wilkens Industries, Inc shall have the final approval of a request for cancellation

Signed By:

Title:

Date:

Sales

12-13-17

Accepted By:

Title:

Date:

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

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5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
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7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

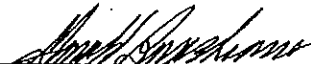
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11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

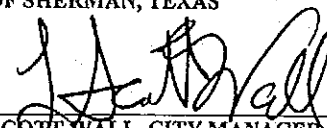
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.4.

Meeting Date: 02/05/2018

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6337**

Awarding Bids to and Authorizing Execution of Contracts with Multiple Vendors for an Annual Supply of Chemicals for the Sherman Water Treatment Plant

Issue:

To consider awarding contracts to multiple vendors for an annual supply of chemicals to be used at the Sherman Water Treatment Plant

Background:

At the December 18, 2017 meeting, the City Council authorized a request to advertise for the solicitation of public bids from various chemical vendors for the annual supply of chemicals for our water operations. This year, the City received bids from twelve (12) vendors. In order to gain maximum benefit for the City, each type of chemical is considered separately for awarding purposes; thus, the staff recommends awarding contracts to eight (8) different vendors based on the lowest price for each of the chemicals. Attached is a summary of the chemical vendors' pricing.

Origination:

Department of Utilities

Financial Consideration:

Funding is available in the Water Production budget for fiscal year (FY) 2017-2018 for the purchase of these chemicals.

Staff Recommendation:

It is recommended that the Council award the contracts for chemicals to the vendors as identified in the attached pricing summary.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6337

Bid Tabulation

Brenntag Contract

Pennco Contract

DPC Industries Contract

Chemrite Contract

Chemtrade Contract

VINEera Contract

Water Tech Contract

FSTI Contract

RESOLUTION NO. 6337

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING BIDS TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH MULTIPLE VENDORS FOR AN ANNUAL SUPPLY OF CHEMICALS FOR THE SHERMAN WATER TREATMENT PLANT; 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 bids are hereby awarded to Brenntag Southwest, Inc., Pennco, Inc., DPC Industries, Inc., Chemrite, Inc., Chemtrade Chemicals US, LLC, VINeera Chemicals, Inc., Water Tech, Inc., and FSTI, Inc. for an annual supply of chemicals to be used at the Sherman Water Treatment Plant in accordance with the City's specifications; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute contracts of sale with Brenntag Southwest, Inc., Pennco, Inc., DPC Industries, Inc., Chemrite, Inc., Chemtrade Chemicals US, LLC, VINeera Chemicals, Inc., Water Tech, Inc., and FSTI, Inc. for said annual supply of chemicals to be used at the Sherman Water Treatment Plant, in accordance with the terms and provisions of the contract documents to be 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 _____, 2018.

CITY OF SHERMAN, TEXAS

ATTEST:

BY:

DAVID PLYLER, MAYOR

BY:

LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM.
AND CONTENT:**

BY:

**BRANDON S. SHELBY,
CITY ATTORNEY**

City of Sherman
Water Treatment Chemical Bid Tabulation
January 9, 2018; 2:00 PM

[illegible]

SUPPLY CONTRACT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into by and between the CITY OF SHERMAN, a municipal corporation of the State of Texas, hereinafter called "CITY", and Brenntag Southwest, Inc., hereinafter called "SUPPLIER",

WITNESSETH:

SUPPLIER agrees to sell and will deliver to CITY, and CITY agrees to purchase from SUPPLIER, on an as-needed basis, chemicals specified as Liquid Chlorine (1ton containers) Sodium Chloride for use at the Sherman Water Treatment Plant as described in the Invitation to Bid and incorporated herein for all purposes. As consideration for this contract, SUPPLIER agrees to sell and deliver such chemicals at the prices specified therein in the Invitation to Bid during the contract period beginning on January 15, 2018, and ending on January 14, 2019.

Reference is hereby made to the specifications and requirements of the Invitation to Bid prepared by CITY and the Bid Proposal submitted by SUPPLIER on January 9, 2018 in answer to CITY's Invitation to Bid. All of the specifications and requirements of CITY's Invitation to Bid, are incorporated herein by reference and are part of this contract for all purposes.

SUPPLIER hereby agrees to deliver ordered chemicals to CITY at the Sherman Water Treatment Plant located at 243 La Cima Drive, Sherman, Texas, within four (4) business days from the date of order placement. CITY reserves the right on or before initiation of order to reasonably restrict days and hours for delivery. CITY will pay SUPPLIER for chemicals delivered within thirty (30) days from the date of the receipt of invoice.

CITY retains the right to reject without restriction all or any chemicals delivered by SUPPLIER which fails to comply with the specifications as set forth in the Invitation to Bid and the Bid Proposal submitted by SUPPLIER. Upon written notice by City to Supplier of non-conforming delivered chemicals which fail to comply with specifications, SUPPLIER shall have three (3) business days from notice of rejection to replace the non-conforming chemicals. CITY shall on notice receive credit for all charges related to non-conforming chemicals delivered. Supplier shall have twenty (20) days from notice of CITY's rejection of non-conforming chemicals to remove non-conforming chemicals from the Sherman Water Treatment Plant at SUPPLIER's expense in default of which, CITY may, at its election, return to SUPPLIER non-conforming chemicals delivered to the CITY thirty (30) days from notice to the SUPPLIER. In the event of CITY's return of non-conforming chemicals, CITY shall be entitled to recover all costs and expense relating to reloading, removal and return of rejected non-conforming chemicals from SUPPLIER. CITY is expressly authorized to contract for return in default of SUPPLIER's removal of non-conforming chemical

supply pursuant to this agreement. City assumes no liability for loss or damage to non-conforming items delivered to CITY under this provision and SUPPLIER agrees to release and hold harmless CITY from any claim or liability relating to SUPPLIER's delivery of non-conforming items pursuant to this contract.

Payment of Monies Owed to the City of Sherman. CITY may, in its discretion, apply any monies owed to SUPPLIER, the contracting party under this agreement, in partial or complete satisfaction of any property taxes due or other monies owed the City of Sherman, which are or become delinquent during the term of this contract.

Amendment of Contract. This agreement may not be changed, varied or altered except by an instrument in writing, duly executed on behalf of CITY and by SUPPLIER.

Assignment of Contract. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

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

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

Conflicts. If there are any conflicts between the Contract and the Invitation to Bid, the provisions in the Contract prevail over the provisions in the Invitation to Bid.

Supplier's Warranty. SUPPLIER expressly represents and warrants its compliance with all applicable laws, ordinances and regulations in its operations and material delivered under this Agreement including, but not limited to AWWA standards and NSF60 requirements. SUPPLIER further expressly represents and warrants its compliance with all applicable regulation of hazardous substances as may be present in, used, manufactured, handled, created, stored or delivered to CITY incidental to this Agreement. CITY has no duty to inspect or examine material furnished by SUPPLIER under this Agreement. CITY is entitled to fully rely on material as represented by and specified of SUPPLIER under this Agreement.

Supplier's Indemnity of City. SUPPLIER agrees to indemnify, defend and hold harmless CITY against all claims, damages and liabilities of whatever nature, foreseen or unforeseen under any environmental, hazardous substance law or other law including, but not limited to the following:

- a) All fees incurred in defending any action or proceeding brought by any individual, public or private entity arising from materials furnished or incidental to this Agreement. SUPPLIER's liability for fees shall include, but not be limited to legal fees, environmental consultants, engineers, surveyors and expert witnesses.

- b) Any diminution in property value attributable to:
- i.) breach of warranty under this Agreement or,
 - ii.) any cleanup, detoxification, remediation or other response action taken or incidental to any material the subject of this Agreement as may be imposed by Federal, State, local government or Court order.

Notices under this. Agreement. All notices under this Agreement require written notice delivered to CITY or SUPPLIER at the address indicated on this agreement or as otherwise noticed by the party in writing.

Applicable Laws and Venue. This agreement shall be construed in accordance with the laws of the State of Texas, shall be deemed performable and enforceable in the State of Texas, with venue in Grayson County, Texas.

IN WITNESS WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of SUPPLIER and on behalf of CITY, City of Sherman, by its City Manager and attested by its City Clerk, effective the _____ day of _____ 2018.

SUPPLIER:
Brenntag Southwest, Inc.

CITY:
CITY OF SHERMAN, TEXAS

BY: <u>W. Thomas Crain Jr.</u>	BY: _____
NAME: <u>W. Thomas Crain, Jr.</u>	ROBBY HEFTON,
TITLE: <u>President</u>	CITY MANAGER
ADDRESS: <u>704 E Wintergreen Rd</u>	220 W. MULBERRY
<u>Lancaster, Texas 75134</u>	SHERMAN, TEXAS, 75090

ATTEST:

ATTEST:

BY: _____	BY: _____
NAME: _____	LINDA ASHBY,
TITLE: _____	CITY CLERK

APPROVED:

BRANDON SHELBY
CITY ATTORNEY

SUPPLY CONTRACT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into by and between the CITY OF SHERMAN, a municipal corporation of the State of Texas, hereinafter called "CITY", and Pencco, Inc., hereinafter called "SUPPLIER",

WITNESSETH:

SUPPLIER agrees to sell and will deliver to CITY, and CITY agrees to purchase from SUPPLIER, on an as-needed basis, chemicals specified as Fluorosilicic Acid for use at the Sherman Water Treatment Plant as described in the Invitation to Bid and incorporated herein for all purposes. As consideration for this contract, SUPPLIER agrees to sell and deliver such chemicals at the prices specified therein in the Invitation to Bid during the contract period beginning on February 5, 2018, and ending on February 4, 2019.

Reference is hereby made to the specifications and requirements of the Invitation to Bid prepared by CITY and the Bid Proposal submitted by SUPPLIER on January 9, 2018 in answer to CITY's Invitation to Bid. All of the specifications and requirements of CITY's Invitation to Bid, are incorporated herein by reference and are part of this contract for all purposes.

SUPPLIER hereby agrees to deliver ordered chemicals to CITY at the Sherman Water Treatment Plant located at 243 La Cima Drive, Sherman, Texas, within four (4) business days from the date of order placement. CITY reserves the right on or before initiation of order to reasonably restrict days and hours for delivery. CITY will pay SUPPLIER for chemicals delivered within thirty (30) days from the date of the receipt of invoice.

CITY retains the right to reject without restriction all or any chemicals delivered by SUPPLIER which fails to comply with the specifications as set forth in the Invitation to Bid and the Bid Proposal submitted by SUPPLIER. Upon written notice by City to Supplier of non-conforming delivered chemicals which fail to comply with specifications, SUPPLIER shall have three (3) business days from notice of rejection to replace the non-conforming chemicals. CITY shall on notice receive credit for all charges related to non-conforming chemicals delivered. Supplier shall have twenty (20) days from notice of CITY's rejection of non-conforming chemicals to remove non-conforming chemicals from the Sherman Water Treatment Plant at SUPPLIER's expense in default of which, CITY may, at its election, return to SUPPLIER non-conforming chemicals delivered to the CITY thirty (30) days from notice to the SUPPLIER. In the event of CITY's return of non-conforming chemicals, CITY shall be entitled to recover all costs and expense relating to reloading, removal and return of rejected non-conforming chemicals from SUPPLIER. CITY is expressly authorized to contract for return in default of SUPPLIER's removal of non-conforming chemical

supply pursuant to this agreement. City assumes no liability for loss or damage to non-conforming items delivered to CITY under this provision and SUPPLIER agrees to release and hold harmless CITY from any claim or liability relating to SUPPLIER's delivery of non-conforming items pursuant to this contract.

Payment of Monies Owed to the City of Sherman. CITY may, in its discretion, apply any monies owed to SUPPLIER, the contracting party under this agreement, in partial or complete satisfaction of any property taxes due or other monies owed the City of Sherman, which are or become delinquent during the term of this contract.

Amendment of Contract. This agreement may not be changed, varied or altered except by an instrument in writing, duly executed on behalf of CITY and by SUPPLIER.

Assignment of Contract. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

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

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

Conflicts. If there are any conflicts between the Contract and the Invitation to Bid, the provisions in the Contract prevail over the provisions in the Invitation to Bid.

Supplier's Warranty. SUPPLIER expressly represents and warrants its compliance with all applicable laws, ordinances and regulations in its operations and material delivered under this Agreement including, but not limited to AWWA standards and NSF60 requirements. SUPPLIER further expressly represents and warrants its compliance with all applicable regulation of hazardous substances as may be present in, used, manufactured, handled, created, stored or delivered to CITY incidental to this Agreement. CITY has no duty to inspect or examine material furnished by SUPPLIER under this Agreement. CITY is entitled to fully rely on material as represented by and specified of SUPPLIER under this Agreement.

Supplier's Indemnity of City. SUPPLIER agrees to indemnify, defend and hold harmless CITY against all claims, damages and liabilities of whatever nature, foreseen or unforeseen under any environmental, hazardous substance law or other law including, but not limited to the following:

- a) All fees incurred in defending any action or proceeding brought by any individual, public or private entity arising from materials furnished or incidental to this Agreement. SUPPLIER's liability for fees shall include, but not be limited to legal fees, environmental consultants, engineers, surveyors and expert witnesses.

- b) Any diminution in property value attributable to:
- i.) breach of warranty under this Agreement or,
 - ii.) any cleanup, detoxification, remediation or other response action taken or incidental to any material the subject of this Agreement as may be imposed by Federal, State, local government or Court order.

Notices under this Agreement. All notices under this Agreement require written notice delivered to CITY or SUPPLIER at the address indicated on this agreement or as otherwise noticed by the party in writing.

Applicable Laws and Venue. This agreement shall be construed in accordance with the laws of the State of Texas, shall be deemed performable and enforceable in the State of Texas, with venue in Grayson County, Texas.

IN WITNESS WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of SUPPLIER and on behalf of CITY, City of Sherman, by its City Manager and attested by its City Clerk, effective the _____ day of _____ 2018.

SUPPLIER:
Pencco, Inc.

CITY:
CITY OF SHERMAN, TEXAS

BY: Sarah Duffy BY: _____
NAME: Sarah Duffy ROBBY HEFTON,
TITLE: Bid Sec. CITY MANAGER
ADDRESS: P.O. Box 600, San Felipe, TX 77473 220 W. MULBERRY
SHERMAN, TEXAS, 75090

ATTEST:

ATTEST:

BY: Warren Taake BY: _____
NAME: Warren Taake LINDA ASHBY,
TITLE: CFO CITY CLERK

APPROVED:

BRANDON SHELBY
CITY ATTORNEY

SUPPLY CONTRACT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into by and between the CITY OF SHERMAN, a municipal corporation of the State of Texas, hereinafter called "CITY", and PPS Industries Inc., hereinafter called "SUPPLIER",

WITNESSETH:

SUPPLIER agrees to sell and will deliver to CITY, and CITY agrees to purchase from SUPPLIER, on an as-needed basis, chemicals specified as Chlorine 150# cylinders for use at the Sherman Water Treatment Plant as described in the Invitation to Bid and incorporated herein for all purposes. As consideration for this contract, SUPPLIER agrees to sell and deliver such chemicals at the prices specified therein in the Invitation to Bid during the contract period beginning on February 5, 2018, and ending on February 4, 2019.

Reference is hereby made to the specifications and requirements of the Invitation to Bid prepared by CITY and the Bid Proposal submitted by SUPPLIER on January 9, 2018 in answer to CITY's Invitation to Bid. All of the specifications and requirements of CITY's Invitation to Bid, are incorporated herein by reference and are part of this contract for all purposes.

SUPPLIER hereby agrees to deliver ordered chemicals to CITY at the Sherman Water Treatment Plant located at 243 La Cima Drive, Sherman, Texas, within four (4) business days from the date of order placement. CITY reserves the right on or before initiation of order to reasonably restrict days and hours for delivery. CITY will pay SUPPLIER for chemicals delivered within thirty (30) days from the date of the receipt of invoice.

CITY retains the right to reject without restriction all or any chemicals delivered by SUPPLIER which fails to comply with the specifications as set forth in the Invitation to Bid and the Bid Proposal submitted by SUPPLIER. Upon written notice by City to Supplier of non-conforming delivered chemicals which fail to comply with specifications, SUPPLIER shall have three (3) business days from notice of rejection to replace the non-conforming chemicals. CITY shall on notice receive credit for all charges related to non-conforming chemicals delivered. Supplier shall have twenty (20) days from notice of CITY's rejection of non-conforming chemicals to remove non-conforming chemicals from the Sherman Water Treatment Plant at SUPPLIER's expense in default of which, CITY may, at its election, return to SUPPLIER non-conforming chemicals delivered to the CITY thirty (30) days from notice to the SUPPLIER. In the event of CITY's return of non-conforming chemicals, CITY shall be entitled to recover all costs and expense relating to reloading, removal and return of rejected non-conforming chemicals from SUPPLIER. CITY is expressly authorized to contract for return in default of SUPPLIER's removal of non-conforming chemical

supply pursuant to this agreement. City assumes no liability for loss or damage to non-conforming items delivered to CITY under this provision and SUPPLIER agrees to release and hold harmless CITY from any claim or liability relating to SUPPLIER's delivery of non-conforming items pursuant to this contract.

Payment of Monies Owed to the City of Sherman. CITY may, in its discretion, apply any monies owed to SUPPLIER, the contracting party under this agreement, in partial or complete satisfaction of any property taxes due or other monies owed the City of Sherman, which are or become delinquent during the term of this contract.

Amendment of Contract. This agreement may not be changed, varied or altered except by an instrument in writing, duly executed on behalf of CITY and by SUPPLIER.

Assignment of Contract. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

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

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

Conflicts. If there are any conflicts between the Contract and the Invitation to Bid, the provisions in the Contract prevail over the provisions in the Invitation to Bid.

Supplier's Warranty. SUPPLIER expressly represents and warrants its compliance with all applicable laws, ordinances and regulations in its operations and material delivered under this Agreement including, but not limited to AWWA standards and NSF60 requirements. SUPPLIER further expressly represents and warrants its compliance with all applicable regulation of hazardous substances as may be present in, used, manufactured, handled, created, stored or delivered to CITY incidental to this Agreement. CITY has no duty to inspect or examine material furnished by SUPPLIER under this Agreement. CITY is entitled to fully rely on material as represented by and specified of SUPPLIER under this Agreement.

Supplier's Indemnity of City. SUPPLIER agrees to indemnify, defend and hold harmless CITY against all claims, damages and liabilities of whatever nature, foreseen or unforeseen under any environmental, hazardous substance law or other law including, but not limited to the following:

- a) All fees incurred in defending any action or proceeding brought by any individual, public or private entity arising from materials furnished or incidental to this Agreement. SUPPLIER's liability for fees shall include, but not be limited to legal fees, environmental consultants, engineers, surveyors and expert witnesses.

- b) Any diminution in property value attributable to:
- i.) breach of warranty under this Agreement or,
 - ii.) any cleanup, detoxification, remediation or other response action taken or incidental to any material the subject of this Agreement as may be imposed by Federal, State, local government or Court order.

Notices under this Agreement. All notices under this Agreement require written notice delivered to CITY or SUPPLIER at the address indicated on this agreement or as otherwise noticed by the party in writing.

Applicable Laws and Venue. This agreement shall be construed in accordance with the laws of the State of Texas, shall be deemed performable and enforceable in the State of Texas, with venue in Grayson County, Texas.

IN WITNESS WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of SUPPLIER and on behalf of CITY, City of Sherman, by its City Manager and attested by its City Clerk, effective the _____ day of _____ 2018.

SUPPLIER: DPC Industries

CITY:
CITY OF SHERMAN, TEXAS

BY: [Signature] BY: _____
NAME: Ryan Brown ROBBY HEFTON,
TITLE: Territory Manager CITY MANAGER
ADDRESS: PO Box 59 220 W. MULBERRY
Cleburne, TX 76033 SHERMAN, TEXAS, 75090

ATTEST:

ATTEST:

BY: _____ BY: _____
NAME: _____ LINDA ASHBY,
TITLE: _____ CITY CLERK

APPROVED:

BRANDON SHELBY
CITY ATTORNEY

SUPPLY CONTRACT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into by and between the CITY OF SHERMAN, a municipal corporation of the State of Texas, hereinafter called "CITY", and Chemrite, Inc., hereinafter called "SUPPLIER",

WITNESSETH:

SUPPLIER agrees to sell and will deliver to CITY, and CITY agrees to purchase from SUPPLIER, on an as-needed basis, chemicals specified as Liquid Copper Sulfate for use at the Sherman Water Treatment Plant as described in the Invitation to Bid and incorporated herein for all purposes. As consideration for this contract, SUPPLIER agrees to sell and deliver such chemicals at the prices specified therein in the Invitation to Bid during the contract period beginning on February 5, 2018, and ending on February 4, 2019.

Reference is hereby made to the specifications and requirements of the Invitation to Bid prepared by CITY and the Bid Proposal submitted by SUPPLIER on January 9, 2018 in answer to CITY's Invitation to Bid. All of the specifications and requirements of CITY's Invitation to Bid, are incorporated herein by reference and are part of this contract for all purposes.

SUPPLIER hereby agrees to deliver ordered chemicals to CITY at the Sherman Water Treatment Plant located at 243 La Cima Drive, Sherman, Texas, within four (4) business days from the date of order placement. CITY reserves the right on or before initiation of order to reasonably restrict days and hours for delivery. CITY will pay SUPPLIER for chemicals delivered within thirty (30) days from the date of the receipt of invoice.

CITY retains the right to reject without restriction all or any chemicals delivered by SUPPLIER which fails to comply with the specifications as set forth in the Invitation to Bid and the Bid Proposal submitted by SUPPLIER. Upon written notice by City to Supplier of non-conforming delivered chemicals which fail to comply with specifications, SUPPLIER shall have three (3) business days from notice of rejection to replace the non-conforming chemicals. CITY shall on notice receive credit for all charges related to non-conforming chemicals delivered. Supplier shall have twenty (20) days from notice of CITY's rejection of non-conforming chemicals to remove non-conforming chemicals from the Sherman Water Treatment Plant at SUPPLIER's expense in default of which, CITY may, at its election, return to SUPPLIER non-conforming chemicals delivered to the CITY thirty (30) days from notice to the SUPPLIER. In the event of CITY's return of non-conforming chemicals, CITY shall be entitled to recover all costs and expense relating to reloading, removal and return of rejected non-conforming chemicals from SUPPLIER. CITY is expressly authorized to contract for return in default of SUPPLIER's removal of non-conforming chemical

supply pursuant to this agreement. City assumes no liability for loss or damage to non-conforming items delivered to CITY under this provision and SUPPLIER agrees to release and hold harmless CITY from any claim or liability relating to SUPPLIER's delivery of non-conforming items pursuant to this contract.

Payment of Monies Owed to the City of Sherman. CITY may, in its discretion, apply any monies owed to SUPPLIER, the contracting party under this agreement, in partial or complete satisfaction of any property taxes due or other monies owed the City of Sherman, which are or become delinquent during the term of this contract.

Amendment of Contract. This agreement may not be changed, varied or altered except by an instrument in writing, duly executed on behalf of CITY and by SUPPLIER.

Assignment of Contract. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

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

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

Conflicts. If there are any conflicts between the Contract and the Invitation to Bid, the provisions in the Contract prevail over the provisions in the Invitation to Bid.

Supplier's Warranty. SUPPLIER expressly represents and warrants its compliance with all applicable laws, ordinances and regulations in its operations and material delivered under this Agreement including, but not limited to AWWA standards and NSF60 requirements. SUPPLIER further expressly represents and warrants its compliance with all applicable regulation of hazardous substances as may be present in, used, manufactured, handled, created, stored or delivered to CITY incidental to this Agreement. CITY has no duty to inspect or examine material furnished by SUPPLIER under this Agreement. CITY is entitled to fully rely on material as represented by and specified of SUPPLIER under this Agreement.

Supplier's Indemnity of City. SUPPLIER agrees to indemnify, defend and hold harmless CITY against all claims, damages and liabilities of whatever nature, foreseen or unforeseen under any environmental, hazardous substance law or other law including, but not limited to the following:

- a) All fees incurred in defending any action or proceeding brought by any individual, public or private entity arising from materials furnished or incidental to this Agreement. SUPPLIER's liability for fees shall include, but not be limited to legal fees, environmental consultants, engineers, surveyors and expert witnesses.

- b) Any diminution in property value attributable to:
- i) breach of warranty under this Agreement or,
 - ii) any cleanup, detoxification, remediation or other response action taken or incidental to any material the subject of this Agreement as may be imposed by Federal, State, local government or Court order.

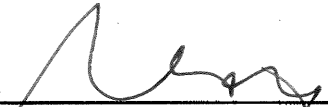
Notices under this Agreement. All notices under this Agreement require written notice delivered to CITY or SUPPLIER at the address indicated on this agreement or as otherwise noticed by the party in writing.

Applicable Laws and Venue. This agreement shall be construed in accordance with the laws of the State of Texas, shall be deemed performable and enforceable in the State of Texas, with venue in Grayson County, Texas.

IN WITNESS WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of SUPPLIER and on behalf of CITY, City of Sherman, by its City Manager and attested by its City Clerk, effective the _____ day of _____ 2018.

SUPPLIER:
Chemrite, Inc.

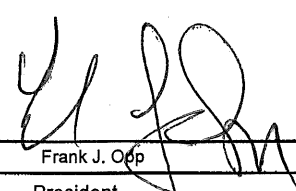
CITY:
CITY OF SHERMAN, TEXAS

BY: 
NAME: Aaron Opp
TITLE: Vice President
ADDRESS: 5202 Belle Wood Court, Suite 104
Buford, GA. 30518

BY: _____
ROBBY HEFTON,
CITY MANAGER
220 W. MULBERRY
SHERMAN, TEXAS, 75090

ATTEST:

ATTEST:

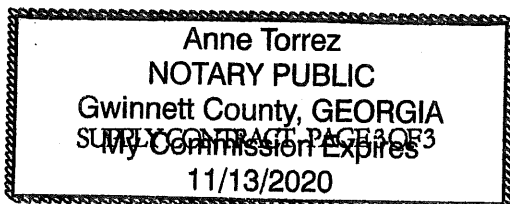
BY: 
NAME: Frank J. Opp
TITLE: President

BY: _____
LINDA ASHBY,
CITY CLERK

APPROVED:

Notarized by : Anne Torrez
Notary expiration : November 13, 2020
Serial # W-00301142

BRANDON SHELBY
CITY ATTORNEY



SUPPLY CONTRACT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRAYSON §

THIS AGREEMENT, made and entered into by and between the CITY OF SHERMAN, a municipal corporation of the State of Texas, hereinafter called "CITY", and Chemtrade Chemicals US LLC, hereinafter called "SUPPLIER",

WITNESSETH:

SUPPLIER agrees to sell and will deliver to CITY, and CITY agrees to purchase from SUPPLIER, on an as-needed basis, chemicals specified as Aluminum Sulfate for use at the Sherman Water Treatment Plant as described in the Invitation to Bid and incorporated herein for all purposes. As consideration for this contract, SUPPLIER agrees to sell and deliver such chemicals at the prices specified therein in the Invitation to Bid during the contract period beginning on February 5, 2018, and ending on February 4, 2019.

Reference is hereby made to the specifications and requirements of the Invitation to Bid prepared by CITY and the Bid Proposal submitted by SUPPLIER on January 9, 2018 in answer to CITY's Invitation to Bid. All of the specifications and requirements of CITY's Invitation to Bid, are incorporated herein by reference and are part of this contract for all purposes.

SUPPLIER hereby agrees to deliver ordered chemicals to CITY at the Sherman Water Treatment Plant located at 243 La Cima Drive, Sherman, Texas, within four (4) business days from the date of order placement. CITY reserves the right on or before initiation of order to reasonably restrict days and hours for delivery. CITY will pay SUPPLIER for chemicals delivered within thirty (30) days from the date of the receipt of invoice.

CITY retains the right to reject without restriction all or any chemicals delivered by SUPPLIER which fails to comply with the specifications as set forth in the Invitation to Bid and the Bid Proposal submitted by SUPPLIER. Upon written notice by City to Supplier of non-conforming delivered chemicals which fail to comply with specifications, SUPPLIER shall have three (3) business days from notice of rejection to replace the non-conforming chemicals. CITY shall on notice receive credit for all charges related to non-conforming chemicals delivered. Supplier shall have twenty (20) days from notice of CITY's rejection of non-conforming chemicals to remove non-conforming chemicals from the Sherman Water Treatment Plant at SUPPLIER's expense in default of which, CITY may, at its election, return to SUPPLIER non-conforming chemicals delivered to the CITY thirty (30) days from notice to the SUPPLIER. In the event of CITY's return of non-conforming chemicals, CITY shall be entitled to recover all costs and expense relating to reloading, removal and return of rejected non-conforming chemicals from SUPPLIER. CITY is expressly authorized to contract for return in default of SUPPLIER's removal of non-conforming chemical

supply pursuant to this agreement. City assumes no liability for loss or damage to non-conforming items delivered to CITY under this provision and SUPPLIER agrees to release and hold harmless CITY from any claim or liability relating to SUPPLIER's delivery of non-conforming items pursuant to this contract.

Payment of Monies Owed to the City of Sherman. CITY may, in its discretion, apply any monies owed to SUPPLIER, the contracting party under this agreement, in partial or complete satisfaction of any property taxes due or other monies owed the City of Sherman, which are or become delinquent during the term of this contract.

Amendment of Contract. This agreement may not be changed, varied or altered except by an instrument in writing, duly executed on behalf of CITY and by SUPPLIER.

Assignment of Contract. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

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

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

Conflicts. If there are any conflicts between the Contract and the Invitation to Bid, the provisions in the Contract prevail over the provisions in the Invitation to Bid.

Supplier's Warranty. SUPPLIER expressly represents and warrants its compliance with all applicable laws, ordinances and regulations in its operations and material delivered under this Agreement including, but not limited to AWWA standards and NSF60 requirements. SUPPLIER further expressly represents and warrants its compliance with all applicable regulation of hazardous substances as may be present in, used, manufactured, handled, created, stored or delivered to CITY incidental to this Agreement. CITY has no duty to inspect or examine material furnished by SUPPLIER under this Agreement. CITY is entitled to fully rely on material as represented by and specified of SUPPLIER under this Agreement.

Supplier's Indemnity of City. SUPPLIER agrees to indemnify, defend and hold harmless CITY against all claims, damages and liabilities of whatever nature, foreseen or unforeseen under any environmental, hazardous substance law or other law including, but not limited to the following:

- a) All fees incurred in defending any action or proceeding brought by any individual, public or private entity arising from materials furnished or incidental to this Agreement. SUPPLIER's liability for fees shall include, but not be limited to legal fees, environmental consultants, engineers, surveyors and expert witnesses.

- b) Any diminution in property value attributable to:
- i.) breach of warranty under this Agreement or,
 - ii.) any cleanup, detoxification, remediation or other response action taken or incidental to any material the subject of this Agreement as may be imposed by Federal, State, local government or Court order.

Notices under this. Agreement. All notices under this Agreement require written notice delivered to CITY or SUPPLIER at the address indicated on this agreement or as otherwise noticed by the party in writing.

Applicable Laws and Venue. This agreement shall be construed in accordance with the laws of the State of Texas, shall be deemed performable and enforceable in the State of Texas, with venue in Grayson County, Texas.

IN WITNESS WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of SUPPLIER and on behalf of CITY, City of Sherman, by its City Manager and attested by its City Clerk, effective the _____ day of _____ 2018.

SUPPLIER:
CHEMTRADE CHEMICALS US LLC

CITY:
CITY OF SHERMAN, TEXAS

BY: <u>Elizabeth Ryno</u>	BY: _____
NAME: <u>ELIZABETH RYNO</u>	ROBBY HEFTON,
TITLE: <u>MARKETING SPECIALIST</u>	CITY MANAGER
ADDRESS: <u>90 EAST HALSEY ROAD</u>	220 W. MULBERRY
<u>PARSIPPANY, NJ 07054</u>	SHERMAN, TEXAS, 75090

ATTEST:

ATTEST:

BY: <u>Ann Hopler</u>	BY: _____
NAME: <u>ANN HOPLER</u>	LINDA ASHBY,
TITLE: <u>MARKETING SPECIALIST</u>	CITY CLERK

APPROVED:

BRANDON SHELBY
CITY ATTORNEY

SUPPLY CONTRACT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into by and between the CITY OF SHERMAN, a municipal corporation of the State of Texas, hereinafter called "CITY", and VINEERA CHEMICALS, LLC, hereinafter called "SUPPLIER",

WITNESSETH:

SUPPLIER agrees to sell and will deliver to CITY, and CITY agrees to purchase from SUPPLIER, on an as-needed basis, chemicals specified as POTASSIUM PERMANGANATE for use at the Sherman Water Treatment Plant as described in the Invitation to Bid and incorporated herein for all purposes. As consideration for this contract, SUPPLIER agrees to sell and deliver such chemicals at the prices specified therein in the Invitation to Bid during the contract period beginning on February 5, 2018, and ending on February 4, 2019.

Reference is hereby made to the specifications and requirements of the Invitation to Bid prepared by CITY and the Bid Proposal submitted by SUPPLIER on January 9, 2018 in answer to CITY's Invitation to Bid. All of the specifications and requirements of CITY's Invitation to Bid, are incorporated herein by reference and are part of this contract for all purposes.

SUPPLIER hereby agrees to deliver ordered chemicals to CITY at the Sherman Water Treatment Plant located at 243 La Cima Drive, Sherman, Texas, within four (4) business days from the date of order placement. CITY reserves the right on or before initiation of order to reasonably restrict days and hours for delivery. CITY will pay SUPPLIER for chemicals delivered within thirty (30) days from the date of the receipt of invoice.

CITY retains the right to reject without restriction all or any chemicals delivered by SUPPLIER which fails to comply with the specifications as set forth in the Invitation to Bid and the Bid Proposal submitted by SUPPLIER. Upon written notice by City to Supplier of non-conforming delivered chemicals which fail to comply with specifications, SUPPLIER shall have three (3) business days from notice of rejection to replace the non-conforming chemicals. CITY shall on notice receive credit for all charges related to non-conforming chemicals delivered. Supplier shall have twenty (20) days from notice of CITY's rejection of non-conforming chemicals to remove non-conforming chemicals from the Sherman Water Treatment Plant at SUPPLIER's expense in default of which, CITY may, at its election, return to SUPPLIER non-conforming chemicals delivered to the CITY thirty (30) days from notice to the SUPPLIER. In the event of CITY's return of non-conforming chemicals, CITY shall be entitled to recover all costs and expense relating to reloading, removal and return of rejected non-conforming chemicals from SUPPLIER. CITY is expressly authorized to contract for return in default of SUPPLIER's removal of non-conforming chemical

supply pursuant to this agreement. City assumes no liability for loss or damage to non-conforming items delivered to CITY under this provision and SUPPLIER agrees to release and hold harmless CITY from any claim or liability relating to SUPPLIER's delivery of non-conforming items pursuant to this contract.

Payment of Monies Owed to the City of Sherman. CITY may, in its discretion, apply any monies owed to SUPPLIER, the contracting party under this agreement, in partial or complete satisfaction of any property taxes due or other monies owed the City of Sherman, which are or become delinquent during the term of this contract.

Amendment of Contract. This agreement may not be changed, varied or altered except by an instrument in writing, duly executed on behalf of CITY and by SUPPLIER.

Assignment of Contract. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

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

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

Conflicts. If there are any conflicts between the Contract and the Invitation to Bid, the provisions in the Contract prevail over the provisions in the Invitation to Bid.

Supplier's Warranty. SUPPLIER expressly represents and warrants its compliance with all applicable laws, ordinances and regulations in its operations and material delivered under this Agreement including, but not limited to AWWA standards and NSF60 requirements. SUPPLIER further expressly represents and warrants its compliance with all applicable regulation of hazardous substances as may be present in, used, manufactured, handled, created, stored or delivered to CITY incidental to this Agreement. CITY has no duty to inspect or examine material furnished by SUPPLIER under this Agreement. CITY is entitled to fully rely on material as represented by and specified of SUPPLIER under this Agreement.

Supplier's Indemnity of City. SUPPLIER agrees to indemnify, defend and hold harmless CITY against all claims, damages and liabilities of whatever nature, foreseen or unforeseen under any environmental, hazardous substance law or other law including, but not limited to the following:

- a) All fees incurred in defending any action or proceeding brought by any individual, public or private entity arising from materials furnished or incidental to this Agreement. SUPPLIER's liability for fees shall include, but not be limited to legal fees, environmental consultants, engineers, surveyors and expert witnesses.

- b) Any diminution in property value attributable to:
- i.) breach of warranty under this Agreement or,
 - ii.) any cleanup, detoxification, remediation or other response action taken or incidental to any material the subject of this Agreement as may be imposed by Federal, State, local government or Court order.

Notices under this Agreement. All notices under this Agreement require written notice delivered to CITY or SUPPLIER at the address indicated on this agreement or as otherwise noticed by the party in writing.

Applicable Laws and Venue. This agreement shall be construed in accordance with the laws of the State of Texas, shall be deemed performable and enforceable in the State of Texas, with venue in Grayson County, Texas.

IN WITNESS WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of SUPPLIER and on behalf of CITY, City of Sherman, by its City Manager and attested by its City Clerk, effective the _____ day of _____ 2018.

SUPPLIER:

VINEERA CHEMICALS, LLC

CITY:

CITY OF SHERMAN, TEXAS

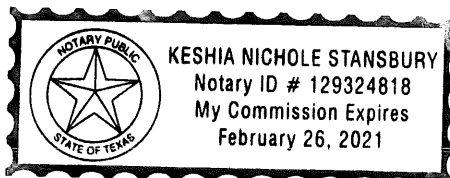
BY: [Signature] BY: _____
NAME: VINODH MANOHARAN ROBBY HEFTON,
TITLE: MANAGER CITY MANAGER
ADDRESS: 24044 CINCO VILLAGE CENTER BLDG. SUITE 100 220 W. MULBERRY
KATY, TX 77494 SHERMAN, TEXAS, 75090

ATTEST:

ATTEST:

BY: [Signature] BY: _____
NAME: Keshia Stansbury LINDA ASHBY,
TITLE: UPS Store Notary CITY CLERK

APPROVED:



BRANDON SHELBY
CITY ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2018

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

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

PRODUCER John L. Wortham & Son, L.P.
PO Box 1388
Houston, TX 77251-1388

www.worthaminsurance.com

INSURED
VINEERA Chemicals, LLC
24044 Cinco Village Center Blvd.
Suite 100
Katy TX 77494

CONTACT NAME: John L. Wortham & Son, L.P.

PHONE (A/C, No, Ext): 713-526-3366

FAX (A/C, No): 713-521-1951

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: State National Insurance Company, Inc

12831

INSURER B: Texas Mutual Insurance Company

22945

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 40025756**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			MEB0692712	11/6/2017	11/6/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			MEC0692712	11/6/2017	11/6/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			NEF0692712	11/6/2017	11/6/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0002005970	11/6/2017	11/6/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$\$1,000,000 E.L. DISEASE - EA EMPLOYEE \$\$1,000,000 E.L. DISEASE - POLICY LIMIT \$\$1,000,000

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

CERTIFICATE HOLDER

City of Sherman
220 W. Mulberry
Sherman TX 75090

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John L. Wortham & Son, L.P.

John L. Wortham & Son, L.P.

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1. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

Under **Section II - Who Is An Insured**, Paragraph 4. is added as follows:

5.a. Any person or organization with whom you agreed, because of a written contract, written agreement or permit, is an insured, but only with respect to:

- (1) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit.
- (2) Facilities owned or used by you.

This insurance applies on a primary basis if that is required by the written contract, written agreement or permit. However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".
- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part.
- (3) To any person or organization included as an insured under item 2. of this endorsement.
- (4) To any lessor of equipment:
 - (a) after the equipment lease expires; or
 - (b) if the "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of sole negligence of the lessor.
- (5) To any:
 - (a) Owners or other interests from whom land has been leased which takes place after the lease for that land expires; or
 - (b) Managers or lessors of premises if:
 - (i) the occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) the "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

c. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the contract or agreement; or
- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
FARM COVERAGE PART – FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement also modifies insurance provided under the following when written as part of a Commercial Package Policy:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART – FARM LIABILITY COVERAGE FORM
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
GLASS COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation Common Policy Condition is replaced by the following:**

- 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.**

However if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the First Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

The permissible reasons for cancellation are as follows:

- a. If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
 - b. If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
 - (1) Fraud in obtaining coverage;
 - (2) Failure to pay premiums when due;
 - (3) An increase in hazard within the control of the insured which would produce an increase in rate;
 - (4) Loss of our reinsurance covering all or part of the risk covered by the policy; or
 - (5) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.
- B.** The following condition is added and supersedes any provision to the contrary:

NONRENEWAL

1. We may elect not to renew this policy except, that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.

2. This Paragraph, 2., applies unless the policy qualifies under Paragraph 3. below.

If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

3. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:

- a. The first Named Insured; and
- b. Each unit-owner to whom we issued a certificate or memorandum of insurance.

We will mail or deliver such notice to each last mailing address known to us.

4. If notice is mailed, proof of mailing will be sufficient proof of notice.
5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As required by those entities with whom the named insured executes a written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SUPPLY CONTRACT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into by and between the CITY OF SHERMAN, a municipal corporation of the State of Texas, hereinafter called "CITY", and WATER TECH, INC., hereinafter called "SUPPLIER",

WITNESSETH:

SUPPLIER agrees to sell and will deliver to CITY, and CITY agrees to purchase from SUPPLIER, on an as-needed basis, chemicals specified as LIQUID AMMONIA for use at the Sherman Water Treatment Plant as described in the Invitation to Bid and incorporated herein for all purposes. As consideration for this contract, SUPPLIER agrees to sell and deliver such chemicals at the prices specified therein in the Invitation to Bid during the contract period beginning on February 5, 2018, and ending on February 4, 2019.

Reference is hereby made to the specifications and requirements of the Invitation to Bid prepared by CITY and the Bid Proposal submitted by SUPPLIER on January 9, 2018 in answer to CITY's Invitation to Bid. All of the specifications and requirements of CITY's Invitation to Bid, are incorporated herein by reference and are part of this contract for all purposes.

SUPPLIER hereby agrees to deliver ordered chemicals to CITY at the Sherman Water Treatment Plant located at 243 La Cima Drive, Sherman, Texas, within four (4) business days from the date of order placement. CITY reserves the right on or before initiation of order to reasonably restrict days and hours for delivery. CITY will pay SUPPLIER for chemicals delivered within thirty (30) days from the date of the receipt of invoice.

CITY retains the right to reject without restriction all or any chemicals delivered by SUPPLIER which fails to comply with the specifications as set forth in the Invitation to Bid and the Bid Proposal submitted by SUPPLIER. Upon written notice by City to Supplier of non-conforming delivered chemicals which fail to comply with specifications, SUPPLIER shall have three (3) business days from notice of rejection to replace the non-conforming chemicals. CITY shall on notice receive credit for all charges related to non-conforming chemicals delivered. Supplier shall have twenty (20) days from notice of CITY's rejection of non-conforming chemicals to remove non-conforming chemicals from the Sherman Water Treatment Plant at SUPPLIER's expense in default of which, CITY may, at its election, return to SUPPLIER non-conforming chemicals delivered to the CITY thirty (30) days from notice to the SUPPLIER. In the event of CITY's return of non-conforming chemicals, CITY shall be entitled to recover all costs and expense relating to reloading, removal and return of rejected non-conforming chemicals from SUPPLIER. CITY is expressly authorized to contract for return in default of SUPPLIER's removal of non-conforming chemical

supply pursuant to this agreement. City assumes no liability for loss or damage to non-conforming items delivered to CITY under this provision and SUPPLIER agrees to release and hold harmless CITY from any claim or liability relating to SUPPLIER's delivery of non-conforming items pursuant to this contract.

Payment of Monies Owed to the City of Sherman. CITY may, in its discretion, apply any monies owed to SUPPLIER, the contracting party under this agreement, in partial or complete satisfaction of any property taxes due or other monies owed the City of Sherman, which are or become delinquent during the term of this contract.

Amendment of Contract. This agreement may not be changed, varied or altered except by an instrument in writing, duly executed on behalf of CITY and by SUPPLIER.

Assignment of Contract. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

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

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

Conflicts. If there are any conflicts between the Contract and the Invitation to Bid, the provisions in the Contract prevail over the provisions in the Invitation to Bid.

Supplier's Warranty. SUPPLIER expressly represents and warrants its compliance with all applicable laws, ordinances and regulations in its operations and material delivered under this Agreement including, but not limited to AWWA standards and NSF60 requirements. SUPPLIER further expressly represents and warrants its compliance with all applicable regulation of hazardous substances as may be present in, used, manufactured, handled, created, stored or delivered to CITY incidental to this Agreement. CITY has no duty to inspect or examine material furnished by SUPPLIER under this Agreement. CITY is entitled to fully rely on material as represented by and specified of SUPPLIER under this Agreement.

Supplier's Indemnity of City. SUPPLIER agrees to indemnify, defend and hold harmless CITY against all claims, damages and liabilities of whatever nature, foreseen or unforeseen under any environmental, hazardous substance law or other law including, but not limited to the following:

- a) All fees incurred in defending any action or proceeding brought by any individual, public or private entity arising from materials furnished or incidental to this Agreement. SUPPLIER's liability for fees shall include, but not be limited to legal fees, environmental consultants, engineers, surveyors and expert witnesses.

- b) Any diminution in property value attributable to:
- i.) breach of warranty under this Agreement or,
 - ii.) any cleanup, detoxification, remediation or other response action taken or incidental to any material the subject of this Agreement as may be imposed by Federal, State, local government or Court order.

Notices under this Agreement. All notices under this Agreement require written notice delivered to CITY or SUPPLIER at the address indicated on this agreement or as otherwise noticed by the party in writing.

Applicable Laws and Venue. This agreement shall be construed in accordance with the laws of the State of Texas, shall be deemed performable and enforceable in the State of Texas, with venue in Grayson County, Texas.

IN WITNESS WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of SUPPLIER and on behalf of CITY, City of Sherman, by its City Manager and attested by its City Clerk, effective the _____ day of _____ 2018.

SUPPLIER:
WATER TECH INC.

CITY:
CITY OF SHERMAN, TEXAS

BY: Robert Basolo BY: _____
NAME: ROBERT BASOLO ROBBY HEFTON,
TITLE: MUNICIPAL ACCTS. MANAGER CITY MANAGER
ADDRESS: P.O. Box 1245 220 W. MULBERRY
MCALISTER, OK. 74502 SHERMAN, TEXAS, 75090

ATTEST:

ATTEST:

BY: _____ BY: _____
NAME: _____ LINDA ASHBY,
TITLE: _____ CITY CLERK

APPROVED:

BRANDON SHELBY
CITY ATTORNEY

SUPPLY CONTRACT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into by and between the CITY OF SHERMAN, a municipal corporation of the State of Texas, hereinafter called "CITY", and ESTL Inc, hereinafter called "SUPPLIER",

WITNESSETH:

SUPPLIER agrees to sell and will deliver to CITY, and CITY agrees to purchase from SUPPLIER, on an as-needed basis, chemicals specified as 25% Sodium Hydroxide + 27% Hydrochloric Acid for use at the Sherman Water Treatment Plant as described in the Invitation to Bid and incorporated herein for all purposes. As consideration for this contract, SUPPLIER agrees to sell and deliver such chemicals at the prices specified therein in the Invitation to Bid during the contract period beginning on February 5, 2018, and ending on February 4, 2019.

Reference is hereby made to the specifications and requirements of the Invitation to Bid prepared by CITY and the Bid Proposal submitted by SUPPLIER on January 9, 2018 in answer to CITY's Invitation to Bid. All of the specifications and requirements of CITY's Invitation to Bid, are incorporated herein by reference and are part of this contract for all purposes.

SUPPLIER hereby agrees to deliver ordered chemicals to CITY at the Sherman Water Treatment Plant located at 243 La Cima Drive, Sherman, Texas, within four (4) business days from the date of order placement. CITY reserves the right on or before initiation of order to reasonably restrict days and hours for delivery. CITY will pay SUPPLIER for chemicals delivered within thirty (30) days from the date of the receipt of invoice.

CITY retains the right to reject without restriction all or any chemicals delivered by SUPPLIER which fails to comply with the specifications as set forth in the Invitation to Bid and the Bid Proposal submitted by SUPPLIER. Upon written notice by City to Supplier of non-conforming delivered chemicals which fail to comply with specifications, SUPPLIER shall have three (3) business days from notice of rejection to replace the non-conforming chemicals. CITY shall on notice receive credit for all charges related to non-conforming chemicals delivered. Supplier shall have twenty (20) days from notice of CITY's rejection of non-conforming chemicals to remove non-conforming chemicals from the Sherman Water Treatment Plant at SUPPLIER's expense in default of which, CITY may, at its election, return to SUPPLIER non-conforming chemicals delivered to the CITY thirty (30) days from notice to the SUPPLIER. In the event of CITY's return of non-conforming chemicals, CITY shall be entitled to recover all costs and expense relating to reloading, removal and return of rejected non-conforming chemicals from SUPPLIER. CITY is expressly authorized to contract for return in default of SUPPLIER's removal of non-conforming chemical

supply pursuant to this agreement. City assumes no liability for loss or damage to non-conforming items delivered to CITY under this provision and SUPPLIER agrees to release and hold harmless CITY from any claim or liability relating to SUPPLIER's delivery of non-conforming items pursuant to this contract.

Payment of Monies Owed to the City of Sherman. CITY may, in its discretion, apply any monies owed to SUPPLIER, the contracting party under this agreement, in partial or complete satisfaction of any property taxes due or other monies owed the City of Sherman, which are or become delinquent during the term of this contract.

Amendment of Contract. This agreement may not be changed, varied or altered except by an instrument in writing, duly executed on behalf of CITY and by SUPPLIER.

Assignment of Contract. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

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

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

Conflicts. If there are any conflicts between the Contract and the Invitation to Bid, the provisions in the Contract prevail over the provisions in the Invitation to Bid.

Supplier's Warranty. SUPPLIER expressly represents and warrants its compliance with all applicable laws, ordinances and regulations in its operations and material delivered under this Agreement including, but not limited to AWWA standards and NSF60 requirements. SUPPLIER further expressly represents and warrants its compliance with all applicable regulation of hazardous substances as may be present in, used, manufactured, handled, created, stored or delivered to CITY incidental to this Agreement. CITY has no duty to inspect or examine material furnished by SUPPLIER under this Agreement. CITY is entitled to fully rely on material as represented by and specified of SUPPLIER under this Agreement.

Supplier's Indemnity of City. SUPPLIER agrees to indemnify, defend and hold harmless CITY against all claims, damages and liabilities of whatever nature, foreseen or unforeseen under any environmental, hazardous substance law or other law including, but not limited to the following:

- a) All fees incurred in defending any action or proceeding brought by any individual, public or private entity arising from materials furnished or incidental to this Agreement. SUPPLIER's liability for fees shall include, but not be limited to legal fees, environmental consultants, engineers, surveyors and expert witnesses.

- b) Any diminution in property value attributable to:
- i) breach of warranty under this Agreement or,
 - ii) any cleanup, detoxification, remediation or other response action taken or incidental to any material the subject of this Agreement as may be imposed by Federal, State, local government or Court order.

Notices under this. Agreement. All notices under this Agreement require written notice delivered to CITY or SUPPLIER at the address indicated on this agreement or as otherwise noticed by the party in writing.

Applicable Laws and Venue. This agreement shall be construed in accordance with the laws of the State of Texas, shall be deemed performable and enforceable in the State of Texas, with venue in Grayson County, Texas.

IN WITNESS WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of SUPPLIER and on behalf of CITY, City of Sherman, by its City Manager and attested by its City Clerk, effective the _____ day of _____ 2018.

SUPPLIER:

FSTI, Inc

CITY:

CITY OF SHERMAN, TEXAS

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

Michael Sheffer
Sales & Category Manager
163100 Bridgeport Hwy 1-2000
Austin, TX 78730

BY: _____

ROBBY HEFTON,

CITY MANAGER

220 W. MULBERRY

SHERMAN, TEXAS, 75090

ATTEST:

BY: _____

NAME: _____

TITLE: _____

Angel Rodriguez Jr.
Notary Public

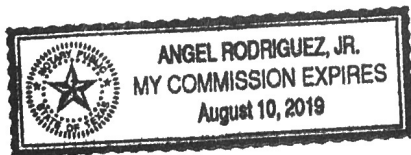
ATTEST:

BY: _____

LINDA ASHBY,

CITY CLERK

APPROVED:



BRANDON SHELBY
CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.5.

Meeting Date: 02/05/2018

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6338**

Awarding a Bid to and Authorizing Execution of a Contract with Alan Uptergrove Company, Inc. for the Sherman Wastewater Treatment Plant Sludge Thickener Equipment Replacement

Issue:

Approval of the City's intention to contract with Alan Uptergrove Company, Inc. for the Sherman Wastewater Treatment Plant sludge thickener equipment replacement

Background:

The Utility Capital Improvement Program contains a project to replace and upgrade the sludge thickener equipment at the City's Wastewater Treatment Plant. Six (6) bidders responded to the request for bids. A bid tabulation is attached. The low bid in the amount of \$487,500.00 was submitted by Alan Uptergrove Company, Inc.

Origination:

Department of Utilities Administration

Financial Consideration:

Adequate funding for the project is available in the Utility Improvement Fund.

Staff Recommendation:

It is recommended that the City Council approve the contract with Alan Uptergrove Company, Inc. in the amount of \$487,500.00 for the Sherman Wastewater Treatment Plant sludge thickener equipment replacement.

Alternatives:

As may be directed by the Council

Attachments

Resolution No. 6338

Agreement

Bid Tabulation

Letter of Recommendation

Location Map

RESOLUTION NO. 6338

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH ALAN UPTERGROVE COMPANY, INC. FOR THE SHERMAN WASTEWATER TREATMENT PLANT SLUDGE THICKENER EQUIPMENT REPLACEMENT; 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 Alan Uptergrove Company, Inc. is hereby awarded the bid in the total amount of Four Hundred Eighty-Seven Thousand Five Hundred Dollars and No Cents (\$487,500.00) for the Sherman Wastewater Treatment Plant Sludge Thickener Equipment Replacement; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Alan Uptergrove Company, Inc., in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2018.

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**

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §

COUNTY OF GRAYSON §

THIS AGREEMENT, made and entered into this the _____ day of _____, A.O. 2018, by and between the City of Sherman of the County of Grayson and State of Texas acting through the City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Alan Uptergrove Company, Inc. of the City of Pottsboro, County of Grayson and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

SHERMAN WASTEWATER TREATMENT PLANT SLUDGE THICKENER EQUIPMENT REPLACEMENT

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) 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, and in accordance with the Request for Proposals, Standard General and Supplemental Conditions of the Construction Contract, Drawings and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and addenda therefor, as prepared by Freeman-Millican, Inc., herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the Standard General Conditions of the Construction Contract, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same as stated in the proposal subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

THE CONTRACTOR hereby agrees with and will abide by the following:

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

City of Sherman, Texas

Alan Uptergrove Company, Inc.

Party of the First Part (Owner)

Party of the Second Part (Contractor)

By:

By:

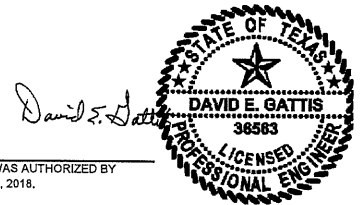
Attest:

Attest:

BID TABULATION

OWNER:	City of Sherman, Texas			BIDDER:		Alan Uptergrove Company, Inc.		Patterson Professional Services		J.S. Haren Company		Lamar, Inc.		Gracon Construction, Inc.		Alltech Engineering Corp.				
PROJECT:	Sherman WWTP Sludge Thickener Equipment Replacement			ADDRESS:		136 Bent Oak Dr. Pottsboro, Tx 75076		1508 Highway 377 North Collinsville, TX 76233		1175 Highway 11, North Athens, TN 37303		622 West Cedar Creek Pkwy Seven Points,TX 75143		4343 Lasater Rd. Mesquite, TX 75181		2515 Pilot Knob Rd. Mendota Heights, MN 55120				
ENGINEER:	Freeman-Millican, Inc. - Texas Registered Engineering Firm F-2827			PHONE:		940-368-5793		903-429-3008		423-745-5000		903-432-2117		972-222-8533		651-452-7893				
BID DATE:	December 19, 2017																			
ITEM NO.	DESCRIPTION			QTY	UNITS	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$			
BASE BID																				
P.1	Remove all non-salvageable and salvageable material from two (2) sludge thickeners			1	LS	\$15,000.00	\$15,000.00	\$20,600.00	\$20,600.00	\$70,000.00	\$70,000.00	\$69,502.00	\$69,502.00	\$50,000.00	\$50,000.00	\$96,100.00	\$96,100.00	\$0.00		
P.2	Construct, install, test and start up the new replacement equipment for two (2) sludge thickeners			1	LS	\$360,000.00	\$360,000.00	\$297,670.00	\$297,670.00	\$396,000.00	\$396,000.00	\$426,000.00	\$426,000.00	\$410,000.00	\$410,000.00	\$605,570.00	\$605,570.00	\$0.00		
P.3	Remove and Repalce existing handrail and replace with new aluminum handrail			150	LF	\$60.00	\$9,000.00	\$50.00	\$7,500.00	\$80.00	\$12,000.00	\$125.00	\$18,750.00	\$135.00	\$20,250.00	\$133.20	\$19,980.00	\$0.00		
P.4	Install new aluminum 8" safety rail			160	LF	\$25.00	\$4,000.00	\$50.00	\$8,000.00	\$50.00	\$8,000.00	\$72.00	\$11,520.00	\$82.00	\$13,120.00	\$84.50	\$13,520.00	\$0.00		
P.5	HVAC and lighting improvements			1	LS	\$58,000.00	\$58,000.00	\$112,000.00	\$112,000.00	\$40,000.00	\$40,000.00	\$47,779.00	\$47,779.00	\$105,000.00	\$105,000.00	\$73,460.00	\$73,460.00	\$0.00		
P.6	Installation of Owner furnished monorail			1	LS	\$7,500.00	\$7,500.00	\$10,300.00	\$10,300.00	\$8,000.00	\$8,000.00	\$14,839.00	\$14,839.00	\$4,200.00	\$4,200.00	\$9,620.00	\$9,620.00	\$0.00		
TOTAL BASE BID (Bid Items P.1-P.6):						\$453,500.00		\$456,070.00		\$534,000.00		\$588,390.00		\$602,570.00		\$818,250.00		\$0.00		
ADDITIVE ALTERNATE																				
P.7	Construct, install, and test new equipment anchor			2	EA	\$6,000.00	\$12,000.00	\$2,000.00	\$4,000.00	\$15,000.00	\$30,000.00	\$8,500.00	\$17,000.00	\$5,000.00	\$10,000.00	\$22,500.00	\$45,000.00	\$0.00		
P.8	For furnishing all thickener mechanism in stainless steel			1	LS	\$34,000.00	\$34,000.00	\$324,450.00	\$324,450.00	\$47,000.00	\$47,000.00	\$496,633.00	\$496,633.00	\$56,000.00	\$56,000.00	\$296,700.00	\$296,700.00	\$0.00		
Sludge Thickener Equipment Manufacturer					West Tech			Walker Process Equipment		Enviro-Dyne		Walker Process Equipment		Walker Process Equipment		Enviro-Dyne		\$0.00		

FREEMAN-MILLICAN, INC.

 THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY
 DAVID E. GATTIS, P.E. No. 36563 ON January 22, 2018.


TERRY MILLICAN, R.P.L.S.
RICHARD A. DORMIER, P.E.
JOHN D. GATTIS, A.I.A.
DAMIR LULO, P.E.
MICHAEL K. STACEY, P.E.
LARRY J. FREEMAN, P.E.

January 22, 2018

Mr. Mark Gibson, P.E.
Director of Utilities
220 West Mulberry
Sherman, Texas 75090

Re: Sherman WWTP Sludge Thickener Equipment Replacement Award

Dear Mr. Gibson:

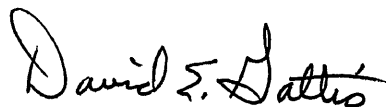
Bids were received for the Sludge Thickener Equipment Replacement project on December 19, 2017. A bid tabulation is attached. The project includes replacement of major rotating equipment in two thickener; rehabilitation of connecting equipment and accessory electrical work. The equipment being replaced has been in service over 30 years.

Twelve contractors received bid documents. Six bids were received. The low bid is from A. Uptergrove Company, Inc. in the amount of \$487,500.00 including the stainless steel additive alternate P.8. Bid competitiveness is reflected by the attached bid tabulation.

Alan Uptergrove has successfully completed several projects for us, two of which were for the wastewater treatment plant. We have also reviewed the qualification, financial and other information provided with the bid. The financial information is also provided for your review.

We recommend that the City of Sherman award the contract to the low bidder A. Uptergrove Company, Inc. in the amount of \$487,500.00 and authorize execution of the contract documents.

Sincerely,
FREEMAN - MILLICAN, INC.



David E. Gattis, P.E.

Enclosure



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

Wastewater Treatment Plant

1 inch = 400 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.6.

Meeting Date: 02/05/2018

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6339**

Authorizing Execution of an Encroachment Easement to Tobar's Properties General Construction for the Installation of a Water Line within the Public Right-of-Way along Vernon Holland Memorial Drive aka Kerr Street to East Street to provide Water Services for 416 Vernon Holland Memorial Drive in the J.B. McAnair Survey, Abstract No. 763 in the City of Sherman

Issue:

To consider granting an encroachment easement into the public right-of-way along Vernon Holland Memorial Drive aka Kerr Street to East Street in the J.B. McAnair Survey, Abstract No. 763 in Sherman, Texas

Background:

The subject property has no access to the public water utilizing existing easements. To access the City water main, it will be necessary to extend the water line within a right-of-way in Vernon Holland Memorial Drive aka Kerr Street.

Origination:

Mario Tobar of Tobar's Properties General Construction

Financial Consideration:

None

Staff Recommendation:

City staff has no objections to the proposed encroachment and, upon receiving approval from the franchised utilities, it is recommended that the encroachment be granted.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6339

Encroachment Easement

Exhibit "A" as noted in both Resolution and Easement

Encroachment Request Letter

Location Map

RESOLUTION NO. 6339

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO TOBAR'S PROPERTIES GENERAL CONSTRUCTION FOR THE INSTALLATION OF A WATER LINE WITHIN THE PUBLIC RIGHT-OF-WAY ALONG VERNON HOLLAND MEMORIAL DRIVE AKA KERR STREET TO EAST STREET TO PROVIDE WATER SERVICES FOR 416 VERNON HOLLAND MEMORIAL DRIVE IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment easement to install a private water line within the public right-of-way along Vernon Holland Memorial Drive aka Kerr Street to East Street to provide water services for 416 Vernon Holland Memorial Drive in the J.B. McAnair Survey, Abstract No. 763 in the City of Sherman, as shown on the sketch marked Exhibit "A" 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 _____, 2018.

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**

ENCROACHMENT EASEMENT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GRAYSON §

That the **CITY OF SHERMAN**, a municipal corporation of the State of Texas, hereinafter called "GRANTOR," in consideration of ONE DOLLAR AND NO CENTS (\$1.00) and other good and valuable consideration to it, in hand paid, hereby grants to **TOBAR'S PROPERTIES GENERAL CONSTRUCTION** of Sherman, Texas, hereinafter called "GRANTEE," an encroachment easement to install a water line within, over, upon, and across the public right-of-way along Vernon Holland Memorial Drive aka Kerr Street to East Street to provide water services for 416 Vernon Holland Memorial Drive aka Kerr Street, in the J.B. McAnair Survey, Abstract No. 763, Sherman, Texas, as shown on the sketch marked Exhibit "A," attached hereto and incorporated herein for all purposes. Said encroachment easement shall be inferior, subordinate, and subject to the GRANTOR'S rights herein.

This instrument shall be construed as conveying an encroachment easement to GRANTEE, its heirs, successors and assigns, for the limited purpose of installing a private water line within the herein described encroachment area, as shown on the attached exhibit. GRANTEE agrees that all maintenance of the private water line shall be the responsibility of the GRANTEE without cost, fees or expense to GRANTOR.

That GRANTEE shall fully and completely indemnify and hold harmless the GRANTOR from any and all damages, actions, suits, claims, demands, liabilities, executions and judgments, whether liquidated or unliquidated, absolute or contingent, direct or indirect, at law or in equity, together with attorney fees which may occur in any manner by reason of any manner, fact, or thing arising from this conveyance and use of the area.

The GRANTEE shall restore the surface of the encroachment area to the same or better condition that existed prior to the installation of the water line.

The GRANTEE agrees to and shall allow any and all franchised utilities to continue uninterrupted use of the encroachment area described herein for their operations without cost, fees, or expense.

In the event it becomes necessary for the GRANTOR or any public utility to utilize the encroachment area for the purpose of installing new utilities, removing or repairing any public utilities located therein, GRANTEE hereby releases GRANTOR and any public utility from any and all claims for damages, costs or expenses, and shall include, but specifically not be limited to, the cost of repair, relocation, or removal of water line and loss of use of such area.

In the event it becomes necessary for the GRANTOR to revoke and rescind this encroachment easement, GRANTEE agrees and consents to such revocation and rescission by GRANTOR unilaterally passing a resolution to that effect and filing the same in the Deed Records of Grayson County, Texas, all without the joinder or consent of GRANTEE herein.

TO HAVE AND TO HOLD the above described encroachment easement unto the said GRANTEE, its heirs, successors and assigns, until the use of such encroachment is no longer necessary.

EXECUTED this the _____ day of _____, 2018.

Approved as to Form and Content:

CITY:

CITY OF SHERMAN, a Texas home-rule
municipal corporation

By: _____

Brandon Shelby,
City Attorney

BY: _____

Robby Hefton,
City Manager

Attest: _____

Linda Ashby,
City Clerk

STATE OF TEXAS §

§

COUNTY OF GRAYSON §

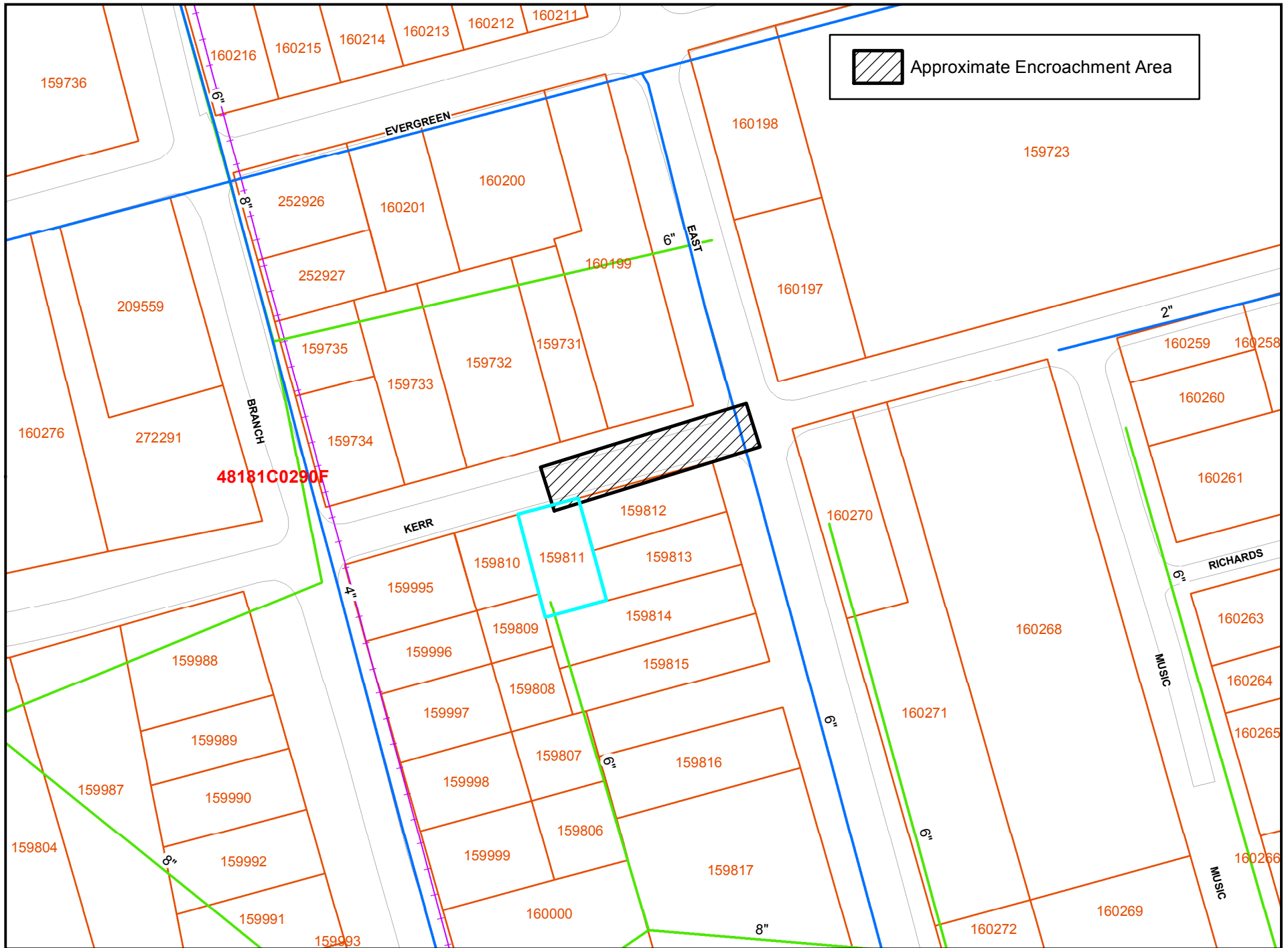
THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on _____, 2018, by Robby Hefton, City Manager of the **CITY OF SHERMAN**, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

Printed Name of Notary: _____

My Commissions Expires: _____

EXHIBIT "A" - 416 Vernon Holland Memorial St. aka Kerr St.



1 inch = 100 feet





OFFICE: (903)818-0496

CELL (903) 8160416

Mariotobar01@gmail.com

Fax: (903)771-1264 Website: tobarsproperties.com

I am Mario Tobar. Manager general of tobar's properties llc.

I am request for water line, my property is located in 416 vernon hallond memorial, start to my property to the corner east st.

Atte. Mario Tobar

*This is to install a private water line
down vernon Holland Memorial to the
city of main on East street.*

416 Vernon Holland Memorial aka Kerr Street Encroachment Easement



1 inch = 200 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.7.

Meeting Date: 02/05/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6340**

Authorizing Execution of an Agreement with Tobar Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 416 Vernon Holland Memorial Drive

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 416 Vernon Holland Memorial Drive.

Background:

Several years ago, the City Council began a residential tax abatement program to encourage the redevelopment of older sections of town. This application is for the construction of a new single-family residence at this location. This lot is in the current designated zone for residential tax abatement.

Origination:

Tobar Properites, LLC, Owner

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$320.47 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. 6340

Residential Tax Abatement Agreement

Application

Warranty Deed

Building Permit

Site Plan

Photo

Location Map

Reinvestment Zone Map

RESOLUTION NO. 6340

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH TOBAR PROPERTIES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 416 VERNON HOLLAND MEMORIAL DRIVE; 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 Tobar Properties, LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Tobar Properties, LLC 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 416 Vernon Holland Memorial Drive, 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 _____, 2018.

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 **TOBAR PROPERTIES, LLC**, 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. 6210) 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, 2017, and continuing for tax years 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026 and 2027, 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 2018, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2018	100%
2019	100%
2020	100%
2021	100%
2022	100%
2023	100%
2024	80%
2025	60%
2026	40%
2027	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 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026 and 2027, 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 416 Vernon Holland Memorial Drive, Sherman, Texas, and as more particularly described by the following:

BEING all of that certain tract or parcel of land situated in the J.B. McAnair Survey, Abstract No. 763, the City of Sherman, Grayson County, Texas, and being a retracement survey of a called 50' x 82' tract of land described in the deed to Tobar's Properties, LLC, A Texas Limited Liability Company, recorded in Instrument No. 2017-13234, Official Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the northeast corner of said 50' x 82' tract, common to the northwest corner of a called 0.100 acre tract of land described in the deed to U.S. Bank National Association, recorded in Volume 4245, Page 701, said Official Records, and on the southerly line of Vernon Holland Memorial Drive;

THENCE South 15°30'48" East, with the easterly line of said 50' x 82' tract, and with the westerly line of said 0.100 acre tract, passing enroute at a distance of 41.56 feet a 1/2-inch iron rod with a plastic cap stamped "RPLS 4709" found for witness for the southwest corner of said 0.100 acre tract, and continuing with said course, with the westerly line of a called 40.5' x 100' tract of land described in the deed to Paul E. Kranning, recorded in Volume 3718, Page 169, said Official Records, a total distance of 82.13 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the southeast corner of said 50' x 82' tract, common to the southwest corner of said 40.5' x 100' tract, and on the northerly line of a called 41' x 160' tract of land described in the deed to Linda Wallace, recorded in Volume 2296, Page 256, Real Property Records of Grayson County, Texas;

THENCE South 74°33'11" West, with the southerly line of said 50' x 82' tract, and with the northerly line of said 41' x 160' tract, a distance of 52.66 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the southwest corner of said 50' x 82' tract common to the northwest corner of said 41' x 160' tract, and on the easterly line of a called 0.14 acre tract of land described in the deed to Randy Nelson, Jr., recorded in Volume 4239, Page 316, said Official Records;

THENCE North 15°29'16" West, with the westerly line of said 50' x 82' tract, and with the easterly line of said 0.14 acre tract, along or near a fence, passing enroute at a distance of 19.88 feet a 1/2-inch iron rod with a plastic cap stamped "RPLS 4709" found for witness for the northeast corner of said 0.14 acre tract, and

continuing on said course, with the easterly line of a called 62' x 140' tract of land described in the deed to S & D Properties, recorded in Volume 4113, Page 72, said Official Records, a total distance of 82.13 feet to a 1/2-inch iron rod found for the northwest corner of said 50' x 82' tract, common to the northeast corner of said 62' x 140', and on the southerly line of aforesaid Vernon Holland Memorial Drive;

THENCE North 74°33'35" East, with the northerly line of said 50' x 82' tract, and with the southerly line of said Vernon Holland Memorial Drive, a distance of 52.62 feet to the **POINT OF BEGINNING and enclosing 0.099 of an acre (4,323 square feet) of land, more or less.....**

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

Tobar Properties, LLC
635 Preston Meadows Road
Sherman, TX 75092
(903) 818-0498

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 _____, 2018.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
TOBAR PROPERTIES, LLC

BY: _____
ROBBY HEFTON
CITY MANAGER

BY: _____
MARIO TOBAR
OWNER

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 **MARIO TOBAR** 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 _____, 2018 A.D.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

**CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT**

Property Owner:

Name: Tobars Properties LLC
Mailing Address: 635 Preston Meadows Rd.
Telephone Number: (903) 818-0498.

Contact (if different than owner):

Name: Mand Tobar
Mailing Address: 635 Preston Meadows Rd
Telephone Number: (903) 818-0498

Property:

Physical Address: 416 Vernon Hollow Memorial
Summary Legal Description: Lot: 0.099 Block: SBMCAN Addition: _____

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: \$75,000.-

Estimated Date of Start of Construction: 04/08/2018.

Estimated Date of Completion of Project: 06/08/18

Description of Project: _____

New Construction

Applicant(s): _____ Date: 01/08/18

Date: _____

**Grayson County
Wilma Bush
County Clerk**

Instrument Number: 13234

ERecordings-RP

Recorded On: June 19, 2017 02:17 PM

Number of Pages: 4

Parties: PACK DAVID

" Examined and Charged as Follows: "

Total Recording: \$24.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 13234
Receipt Number: 20170619000123
Recorded Date/Time: June 19, 2017 02:17 PM
User: Regina F
Station: CLERK07

Record and Return To:

eRx

**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 Bush
County Clerk
Grayson County, TX



30588

SPECIAL WARRANTY DEED

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.

Date: June 9, 2017

Grantor: David Pack, Independent Executor of the Estate of Margaret A. Pack, Deceased
(Cause No. 2005-112P in the County Court of Grayson County, Texas)

Grantor's Mailing Address (including county): 8820 Lake Ridge Drive
Darien, Illinois 60561
DuPage County

Grantee: Tobar's Properties, LLC, a Texas limited liability company

Grantee's Mailing Address (including county): 635 Preston Meadows Rd.
Sherman, Texas 75090
Grayson County

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

Situated in the County of Grayson, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763 containing 50 x 82 feet of land, more or less, and being more particularly described in Exhibit "A" attached hereto

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to (i) any and all outstanding minerals, mineral leases, restrictions, covenants, conditions and easements, to the extent that they are in force and effect; (ii) all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, to the extent that they are applicable and enforceable; (iii) any and all easements, rights of way and encroachments that are apparent, including any utilities buried beneath the surface of the ground; and (iv) all rights of parties in possession of any part of the 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 warranty, when the claim is made by, through, or under Grantor, but not otherwise.

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 180036

SUBCONTRACTOR: TOBAR PROPERTIES LLC

DATE ISSUED: 1/08/2018

PROJECT ADDRESS: 416 VERNON HOLLAND
MEMORIAL DRIVE
PARCEL ID: 159811
SUBDIVISION: G-0763 MCANAI J B
ISSUED TO: TOBAR PROPERTIES LLC
ADDRESS:
CITY, ST ZIP: SHERMAN TX 75092
PHONE: 903-816-0416
PROP. USE: ONE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL
CONSTRUCTION
VALUATION: \$ 75,000.00
OCCP TYPE: ONE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME

LOT #: 50 X 82

BLK #:
ZONE ORD:

CONTRACTOR: TOBAR PROPERTIES LLC
ADDRESS:
CITY, ST ZIP: SHERMAN TX 75092
PHONE:

SQ FT: 1,340.00
BEDROOMS: 3

BATHROOMS: 2
STORIES: 1

FEE CODE	DESCRIPTION	AMOUNT
BLD10	RESIDENTIAL STORMWATER MGMT	\$ 25.00
TOTAL		\$ 25.00

NOTES:

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

1/18/18
DATE

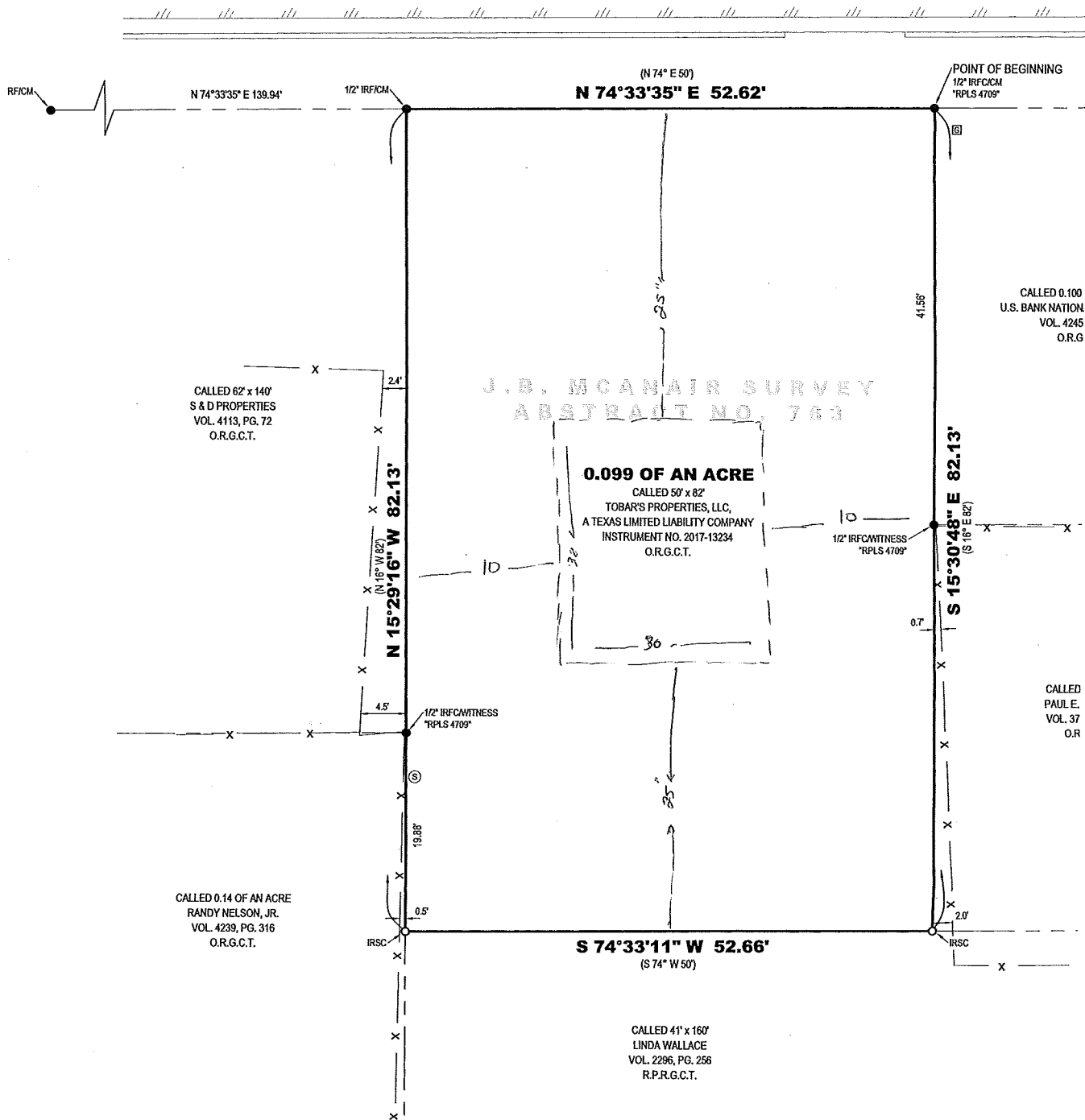
(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

1/8/18
DATE

(APPROVED BY) BUILDING & ZONING

1/9/18
DATE

VERNON HOLLAND MEMORIAL DRIVE
(ASPHALT SURFACE WITH CURB & GUTTER, NO RECORD FOUND)



to: Mario Tobar;

I, Chris R. Noah, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey has been prepared from an actual on-the-ground survey of the premises depicted hereon and described in the land description attached hereto, conducted under my direction and supervision on 11/10/2017, and there are no discrepancies, conflicts, shortages in area or boundary line conflicts, or any intrusions or encroachments from adjoining tracts, or protrusions of visible improvements from adjoining tracts, to the best of my knowledge and belief, except as shown. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying.

Chris R. Noah
Chris R. Noah, R.P.L.S. No. 6585

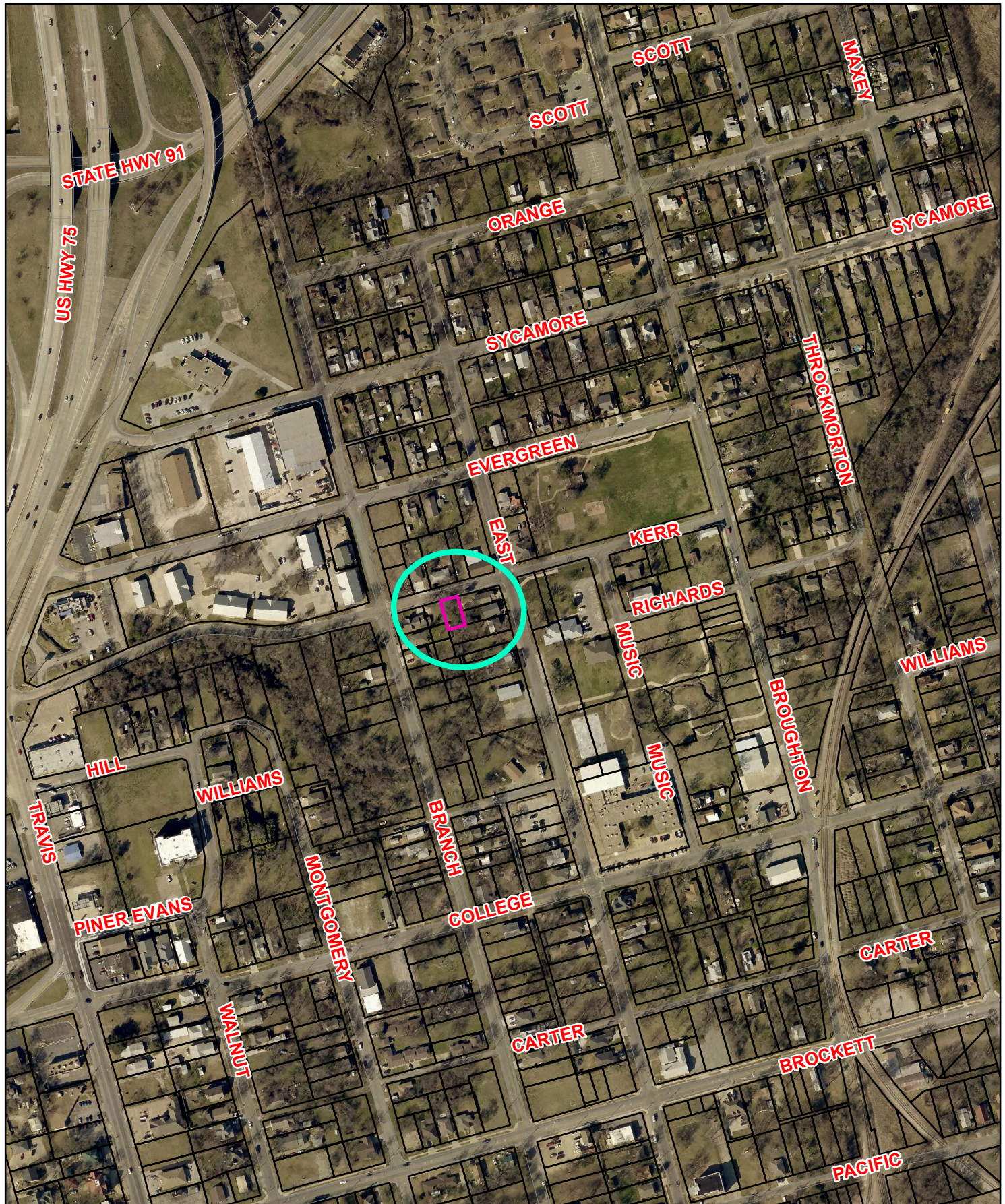


LEGEND

●	FOUND MONUMENT	R.P.R.G.C.T.
○	SET MONUMENT	
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET	VOL., PG.
IRF	IRON ROD FOUND	R.O.W. RIGHT
IRFC	IRON ROD FOUND W/ PLASTIC CAP	Ⓢ NATU
CM	CONTROLLING MONUMENT	Ⓢ SANIT
()	DEED OR PLAT CALL	
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS	

416 Vernon Holland Memorial Drive



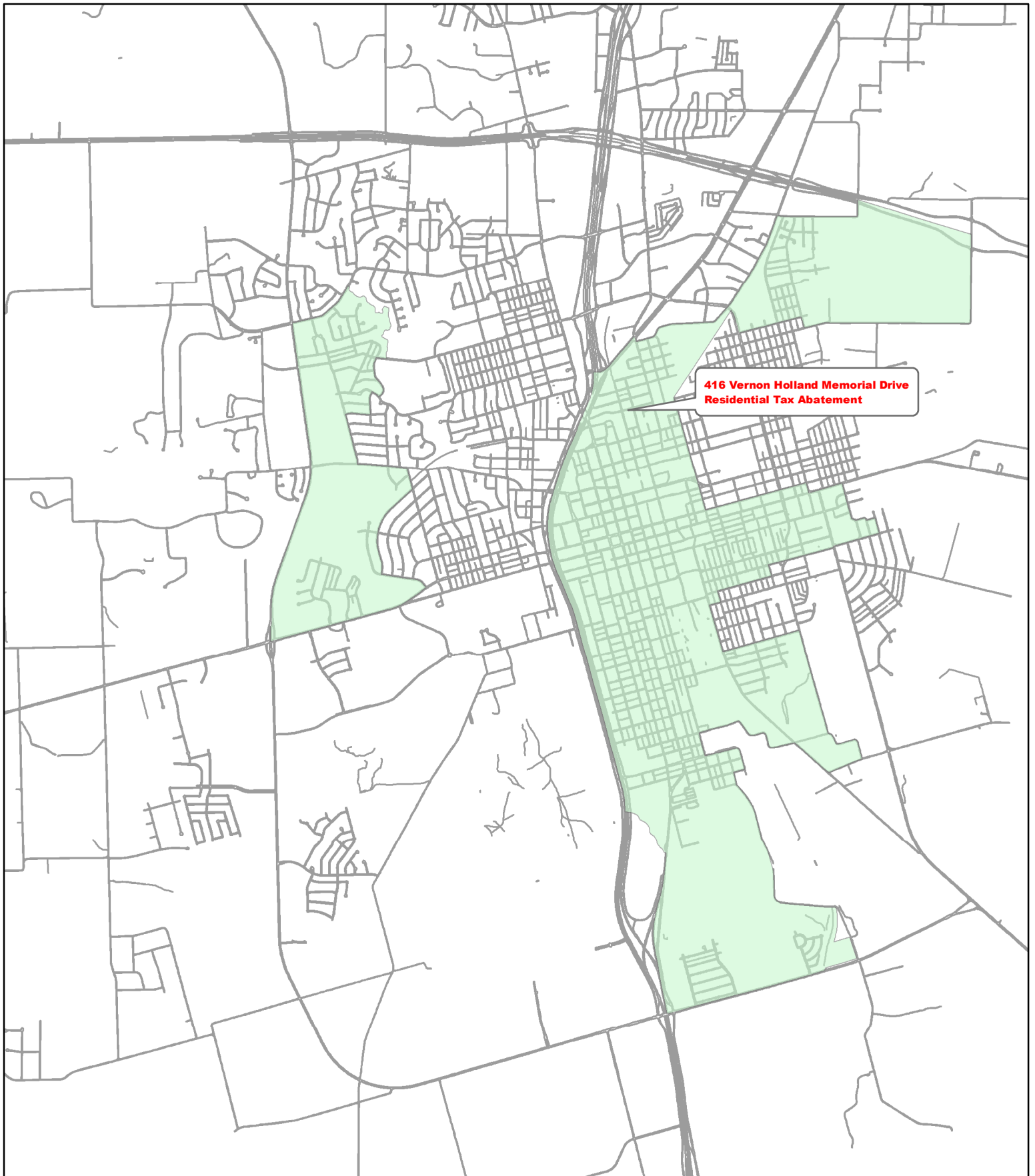


416 Vernon Holland Memorial Drive



1 in = 360 ft

City of Sherman, Texas
Developmental Services Department



416 Vernon Holland Memorial Drive Residential Tax Abatement



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE
1 inch = 4,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.1.

Meeting Date: 02/05/2018

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Annual Purchase of Water Meters for the City of Sherman Automated Meter Reading System

Issue:

Approval of a request to advertise for the annual purchasing of water meters for the City of Sherman Automated Meter Reading System

Background:

The City requests bids to establish a price agreement for the purchase of water meters ranging in sizes 5/8" to 2". Water meters must be compatible with the ITRON automated reading systems, MRVS and AML.

Origination:

Customer and Utility Services

Financial Consideration:

Funding for the purchase of water meters was appropriated in the approved budget for fiscal year 2017-2018. Advertising costs are estimated to be approximately \$200.00.

Staff Recommendation:

It is recommended that the City Council approve the advertising related to the annual purchasing of water meters.

Alternatives:

As may be directed by City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.1.

Meeting Date: 02/05/2018

Prepared By: Theresa Hutchinson, Parks & Recreation Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Presentation from Parks and Recreation Manager Theresa Hutchinson on the Parks Master Plan and Planned Park Projects

Issue:

A presentation on Parks and Recreation projects and implementation of the Parks Master Plan

Background:

The City's Parks and Recreation Master Plan was updated in 2017. As a result of the Master Plan update and priorities set forth in the current budget, the Parks and Recreation Department staff have established a prioritization of projects.

Origination:

City Manager

Financial Consideration:

There is no financial impact associated with this presentation.

Staff Recommendation:

The Council need take no action on this presentation; it is for information purposes only.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.2.

Meeting Date: 02/05/2018

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Presentation from Police Chief Zachary Flores on the Police Department's Upcoming Programs

Issue:

A presentation on programs to be implemented by the Police Department

Background:

The Police Department is planning to implement a Chaplain program, which has not previously existed, in order to better serve the citizens of Sherman. The Department is also working with the State in an effort to establish a new police academy that would be operated by the Police Department.

Origination:

City Manager

Financial Consideration:

There is no financial impact associated with this presentation.

Staff Recommendation:

The Council need take no action on this presentation; it is for information purposes only.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.3.

Meeting Date: 02/05/2018

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Rejection of Bids for Construction of the Sherman Streetscape Phase II Project

Issue:

To consider the rejection of all bids received for construction of the Sherman Streetscape Phase II Project

Background:

At a regularly scheduled meeting on July 18, 2016, the City Council authorized the execution of an Advanced Funding Agreement between the City of Sherman and the State of Texas, acting by and through the Texas Department of Transportation (TxDOT), for a Transportation Alternatives Program Project (Sherman Streetscape Phase II). This project was selected by TxDOT for the Transportation Alternatives Program, which provides partial funding for the project. The total project construction is estimated at \$515,928.00; and our share is estimated to be \$40,783.00. The bid for construction was advertised, pursuant to the City Council's approval at the October 2, 2017 meeting; and two (2) bids were received and opened on November 15, 2017. City staff recommends the rejection of all bids. The project will be rebid later this month.

This is a companion item to Resolution No. 6334 being considered at this meeting. Please see that agenda item for additional information.

Origination:

Engineering Department

Financial Consideration:

Costs for re-advertising would be approximately \$200.00.

Staff Recommendation:

It is recommended that all bids be rejected and City staff be authorized to re-advertise for public bids.

Alternatives:

As may be directed by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.4.

Meeting Date: 02/05/2018

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 7, 2018

Issue:

Assistance for Sherman Downtown Now's "Craft the Night Away" event on Saturday, April 7, 2018

Background:

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 7, 2018 from 11:00 a.m. to 10:30 p.m. for "Craft the Night Away". This will be third year for this event, which will include food trucks and/or vendors, a band and other activities. Sherman Downtown NOW will obtain necessary permits from the Texas Tobacco and Alcohol Commission for the sale of craft beer to the patrons of this event.

Origination:

Mrs. Karen Tooley, Executive 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 for "Craft the Night Away" 2018

Map for "Craft the Night Away" 2018

January 8, 2018



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 stylized with a large, flowing "K" and a cursive "Tooley".

Karen Tooley

Executive Director, Downtown Sherman NOW

Name of Event: Craft the Night Away

Date/Time of Event: Saturday, 7 April 2018, 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.

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.

Craft The Night Away
April 7th, 2018

↑ N

Crockett St

Travis St

Houston

Lamar

Courthouse



Toilets



Food Vendors



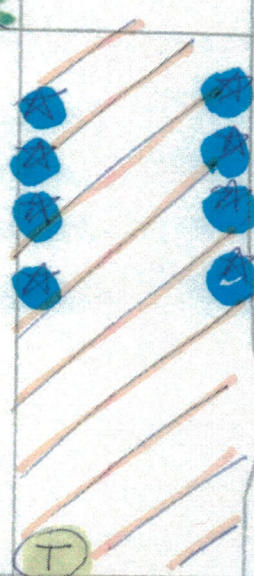
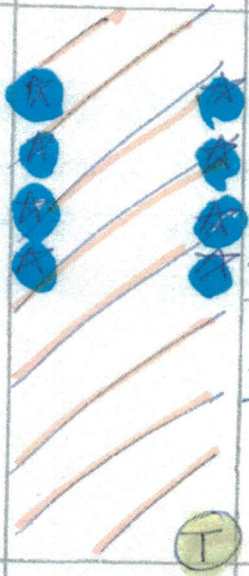
Beer Vendors and
Craft Artists



Street Closures



Parking





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.5.

Meeting Date: 02/05/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Final Plat Approval of Chen Addition located at 1523 and 1609 Texoma Parkway, being 1.572 acres in the J.B. McAnair Survey, Abstract No. 763; Shou-Hung Chen and Tao-Min Chen, Owners; and Underwood Drafting & Surveying, Surveyor (1523 and 1609 Texoma Parkway)

Issue:

To consider Final Plat approval of Chen Addition, being 1.572 acres in the J.B. McAnair Survey, Abstract No. 763, located at 1523 and 1609 Texoma Parkway

Background:

The property is located at 1523 and 1609 Texoma Parkway, between U.S. Highway 75 and Broughton Street, and is zoned a C-2 (General Commercial) District. The owners would like to plat the property into three lots for future development.

Origination:

Shou-Hung Chen and Tao-Min Chen (Owners)
Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 16, 2018 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

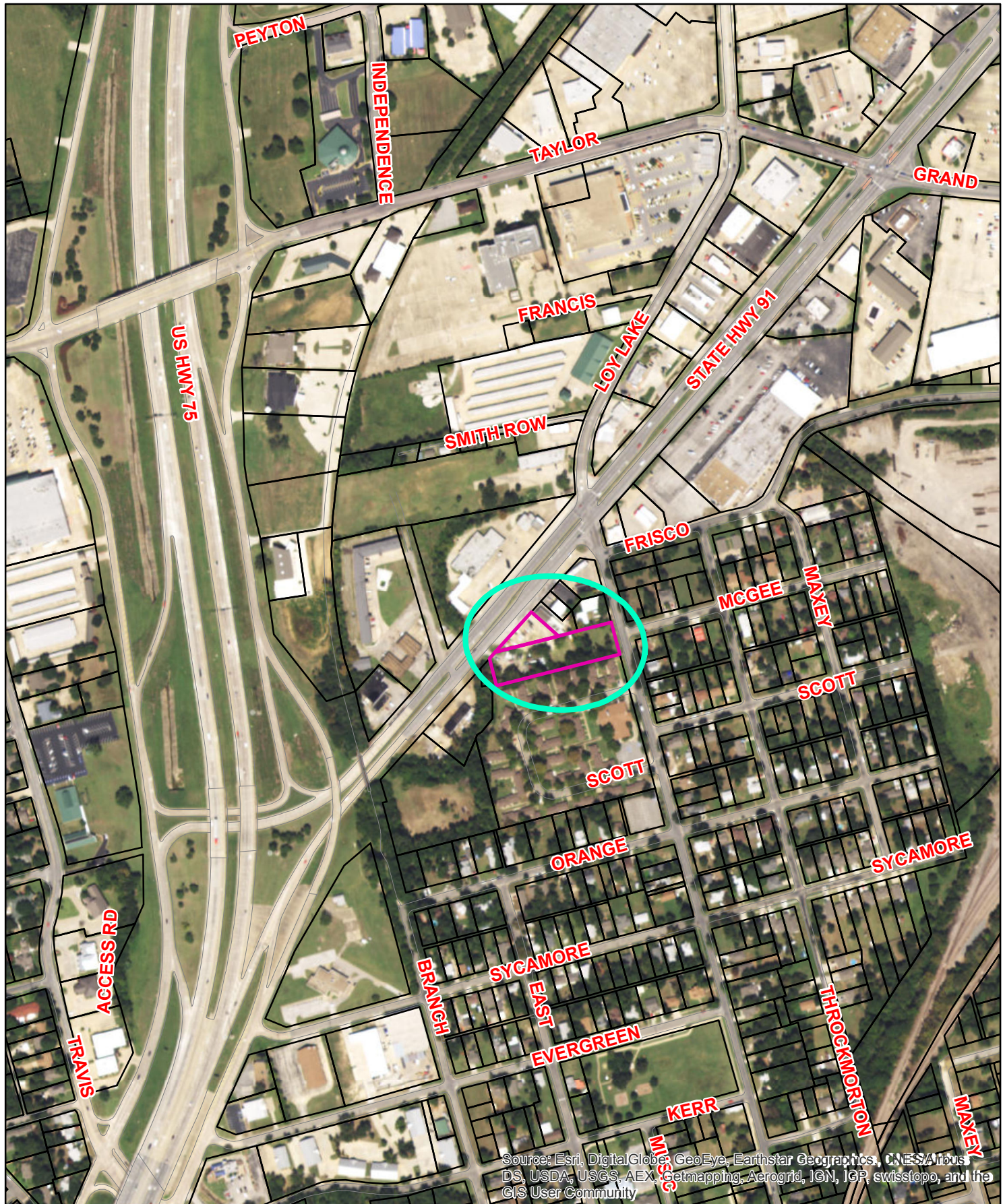
Location Map

Zoning Map

Final Plat

Staff Review Letter

P&Z Communication

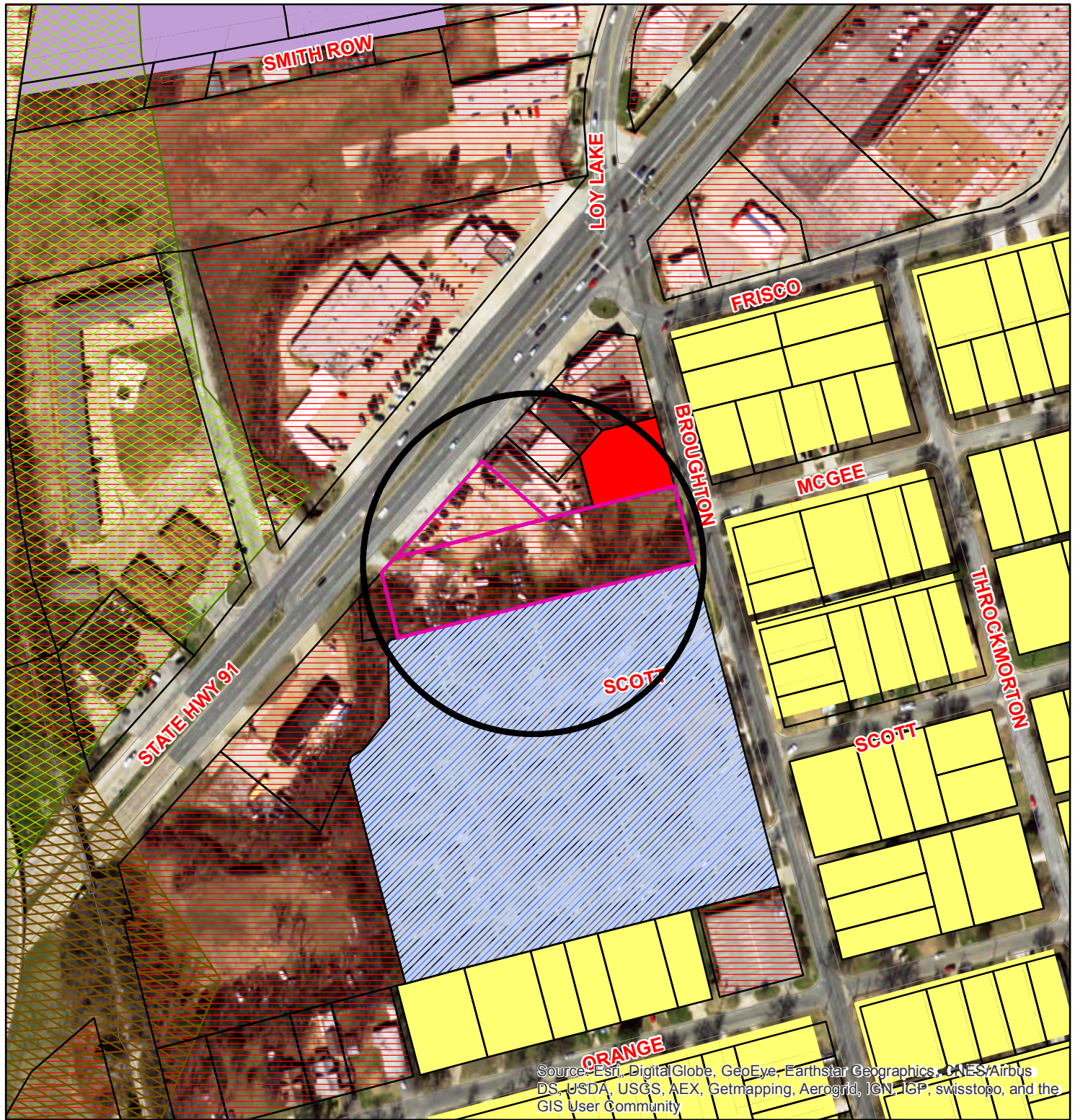


1523 & 1609 Texoma Parkway



1 in = 451 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 1523 & 1609 Texoma Parkway

Legend

Special Districts Overlay

DISTRICT_NAME
Arts and Cultural District
Blalock Commercial Overlay District
Central Business District
College Park District
Downtown Overlay District
Historic Preservation District
Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep

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

Zoning Districts

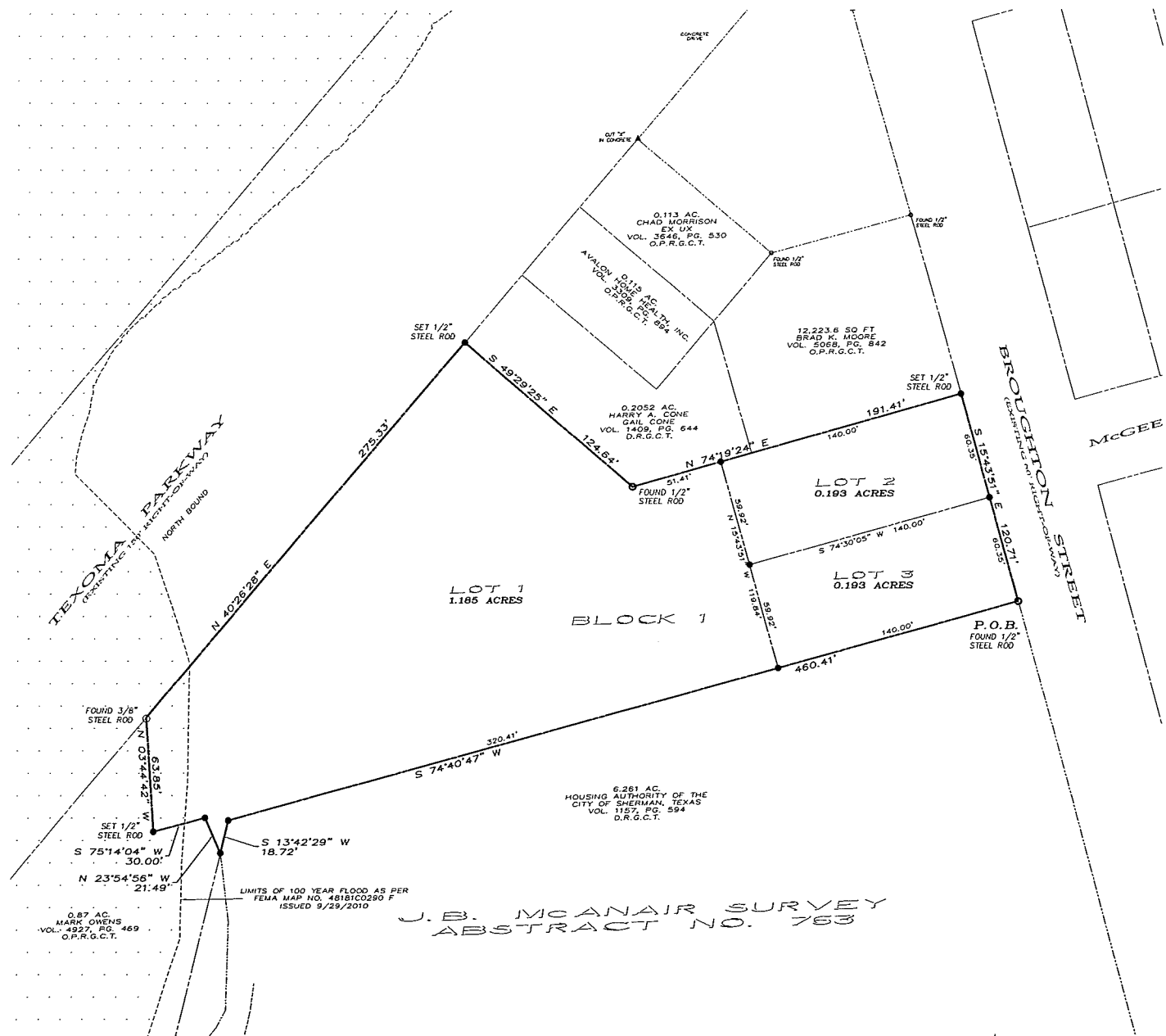
Representation: ShermGIS.DBO.ZoningDistrict_Rep

Unknown
BIP Blalock Industrial Park
C-1 Retail Business District

C-2 General Commercial District
CO Office District
Lakes
M-1 Light Manufacturing District
M-1.5 Medium Manufacturing District
M-2 Heavy Manufacturing District
MH Manufacturing Housing 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



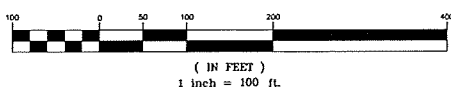
1 in = 200 ft



FINAL PLAT
CHEN ADDITION
BEING 1572 ACRES IN THE
J.B. McANAIR SURVEY, ABSTRACT NO. 763
AN ADDITION TO THE CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

11-21-17

GRAPHIC SCALE



OWNERS/DEVELOPER
SHOU-HUNG CHEN
TAO-MIN CHEN
2008 POST OAK DR.
SHERMAN, TEXAS 75092

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

SHEET 1 OF 2

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 the remainder of a tract of land conveyed to Shou-hung Chen and Tao-Min Chen by deed of record in Volume 2431, Page 385, Official Public Records, Grayson County, Texas and being the 0.2674 acre tract of land in Volume 2056, Page 107, 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 west line of Broughton Street said rod maintaining the northeast corner of a 6.261 acre tract conveyed to Housing Authority of the City of Sherman, Texas as shown by deed of record in Volume 1157, Page 554, Deed Records, Grayson County, Texas;

Thence South 74°40'47" West, along the north line of said 6.261 acre tract, a distance of 460.41 feet to a 1/2" steel rod set with a cap marked RPLS 4709 set for the northwest corner of said 6.261 acre tract;

Thence South 13°42'29" West, along the west line of said 6.261 acre tract, a distance of 18.72 feet to a point in the east line of a 0.87 acre tract of land conveyed to Mark Owens by deed of record in Volume 4927, Page 469, of said Official Public Records;

Thence North 23°54'56" West, along the east line of said 0.87 acre tract, a distance of 21.49 feet to a point;

Thence South 75°14'04" West, continuing along the east line of said 0.87 acre tract, a distance of 30.00 feet to a point;

Thence North 03°44'42" West, continuing along the east line of said 0.87 acre tract passing a 3/8" steel rod found at a distance of 63.30 feet and continuing for a total distance of 63.85 feet to a point in the east right-of-way line of Texoma Parkway (State Highway No. 91);

Thence North 40°26'28" East, along the east right-of-way of said Texoma Parkway, a distance of 275.33 feet to a 1/2" steel rod set with a cap marked RPLS 4709 for the northwest corner of a 0.2052 acre tract of land conveyed to Harry A. Cone and Gail Cone by deed of record in Volume 1409, Page 644, of said Deed Records;

Thence South 49°29'25" East, along the west line of said 0.2052 acre tract, a distance of 124.64 feet to a 1/2" steel rod found maintaining the southwest corner of said 0.2052 acre tract;

Thence North 74°19'24" East, along the south line of said 0.2052 acre tract passing the southwest corner of a 12,223.6 sq ft tract of land conveyed to Brad K. Moore by deed of record in Volume 5068, Page 842 of said Official Public Records, a distance of 191.41 feet to a 1/2" steel rod set in the west line of said Broughton Street for the southeast corner of said 12,223.6 sq ft tract;

Thence South 15°43'51" East, along the west line of said Broughton street, a distance of 120.71 feet to the Point-of-Beginning and containing 1.572 acres of land.

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon 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 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.
11. As shown, a portion of the subject property lies within the limits of an area defined as Zone "AE" determined to be in a flood hazard area, according to the Federal Emergency Management Agency Flood Insurance Rate Map for Grayson County, Texas and Incorporated areas, Map No. 4818C0290 F, revised 9/29/2010.

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT WE, SHOU-HUNG CHEN & TAO-MIN CHEN, do hereby adopt this plat designating the hereinabove property as the Final Plat of CHEN ADDITION an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part 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.

SHOU-HUNG CHEN

TAO-MIN CHEN

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 SHOU-HUNG CHEN 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 TexasSTATE 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 TAO-MIN CHEN 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

ACCEPTANCE

Approved this ____ day of ____, 2017, by the
City Planning Commission to the City of Sherman, Texas.

Chairman

Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

Mayor, City of Sherman, Texas

Date

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, Final Plat of CHEN ADDITION, 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

FINAL PLAT
CHEN ADDITION
BEING 1572 ACRES IN THE
J.B. McANAIR SURVEY, ABSTRACT NO. 763
AN ADDITION TO THE CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

11-21-17

OWNERS/DEVELOPER
SHOU-HUNG CHEN
TAO-MIN CHEN
2008 POST OAK DR.
SHERMAN, TEXAS 75092

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

SHEET 2 OF 2

STAFF REVIEW LETTER

January 9, 2018

Shou-Hung Chen & Tao-Min Chen
2008 Post Oak Dr.
Sherman, TX 75092

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of the Final Plat of Chen Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 16, 2018 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. Water and Sewer Pro-Rata will be due at the time of development.
6. All requirements of the Floodplain Ordinance should be followed.
7. Dedicate a 10' Utility Easement along all street frontage.
8. 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.
9. 1 Mylar and 1 paper copy must be submitted in 24"x36" size for recording. Both mylar and paper copy must be split to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description and the other page must have the image. Both mylar and paper copy must look the same. Both split pages must include the Subdivision Name block. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Steve Ayers, Asst. City Manager



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

Agenda Item No. 6.

Meeting Date: 01/16/2018

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

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Joe Gilbert, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

*** 1523 & 1609 TEXOMA PARKWAY**

The request of Shou-Hung Chen & Tao-Min Chen (Owners) and Underwood Drafting and Surveying (Surveyor) concerning the property located at 1523 and 1609 Texoma Parkway, being 1.572 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

Planning and Zoning Commission

Final Plat approval of Chen Addition

Background:

The property is located at 1523 and 1609 Texoma Parkway, between Highway 75 and Broughton Street and is zoned a C-2 (General Commercial) District. The owner would like to plat the property into three lots for future development.

Adjacent Zoning:

C-1 (Retail Business) District

C-2 (General Commercial) District

R-2 (Multi-Family Residential) District

Origination:

Shou-Hung Chen & Tao-Min Chen (Owners)

Underwood Drafting and 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:

Not required.

Objections Received:

0

Attachments

Location Map

Zoning Map

Final Plat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.6.

Meeting Date: 02/05/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of Geo Rambler Addition, a Replat of Lot 2, Block 2, Brookwood Addition and adjoining Four Tracts, being all of Lot 2 and part of Lot 10, Block 2, Brookwood Addition and 2.186 acres in the J.B. McAnair Survey, Abstract No. 763, for a total of 2.402 acres; Gary and Karen White, Owners; and Helvey-Wagner Surveying, Inc., Surveyor (2706 North Woods Street and 606 West Oxford Drive)

Issue:

To consider Replat approval of Geo Rambler Addition, a Replat of Lot 2, Block 2, Brookwood Addition and adjoining Four Tracts, being all of Lot 2 and part of Lot 10, Block 2, Brookwood Addition and 2.186 acres in the J.B. McAnair Survey, Abstract No. 763, for a total of 2.402 acres, located at 2706 North Woods Street and 606 West Oxford Drive

Background:

The property is located at 2706 North Woods Street and 606 West Oxford Drive in northwest Sherman, between Ricketts and Woods Streets. The property is zoned an R-1 (One Family Residential) District. The owners would like to plat the property into two lots for residential development.

Origination:

Gary and Karen White (Owners)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

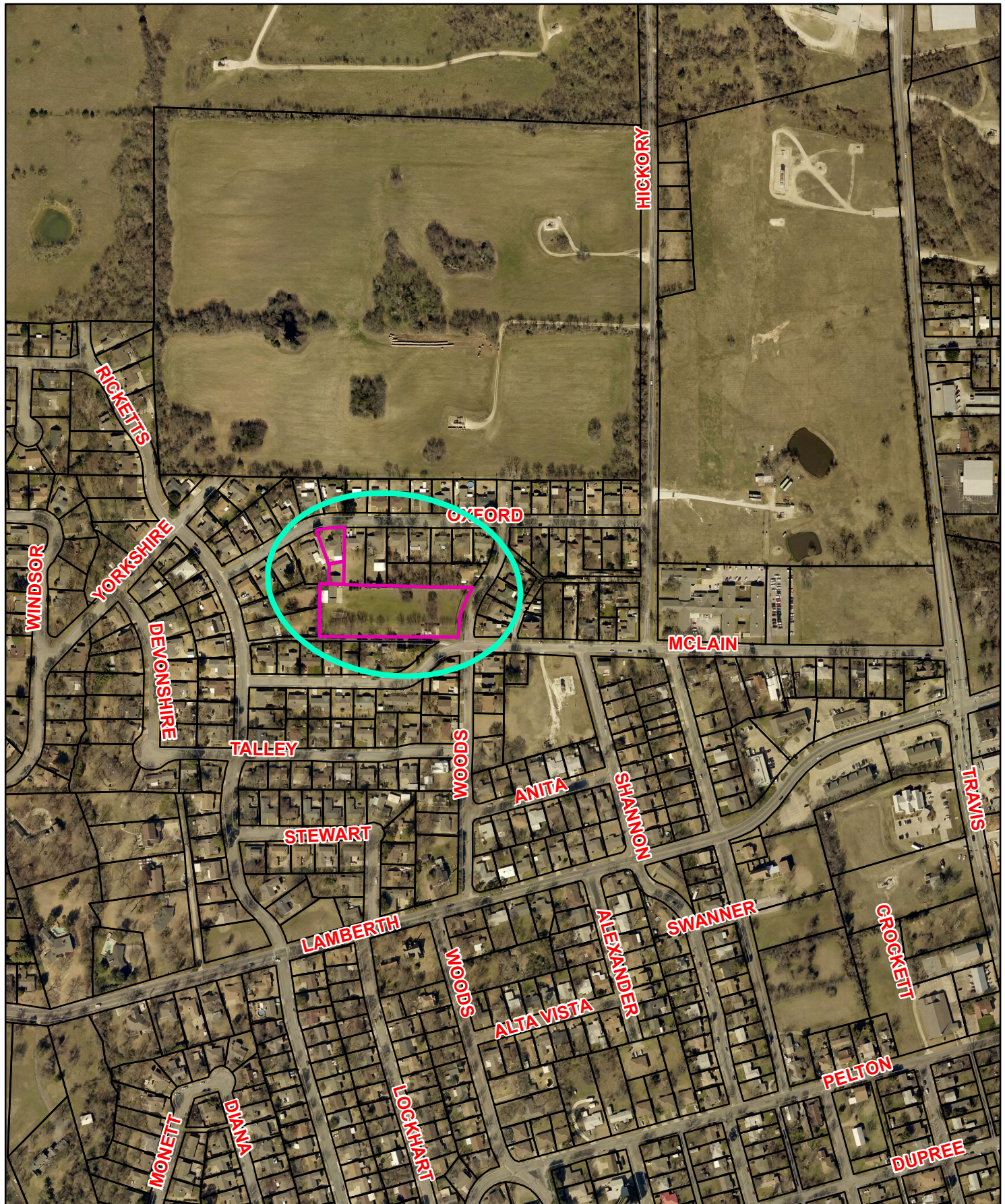
At the January 16, 2018 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter
P&Z Communication



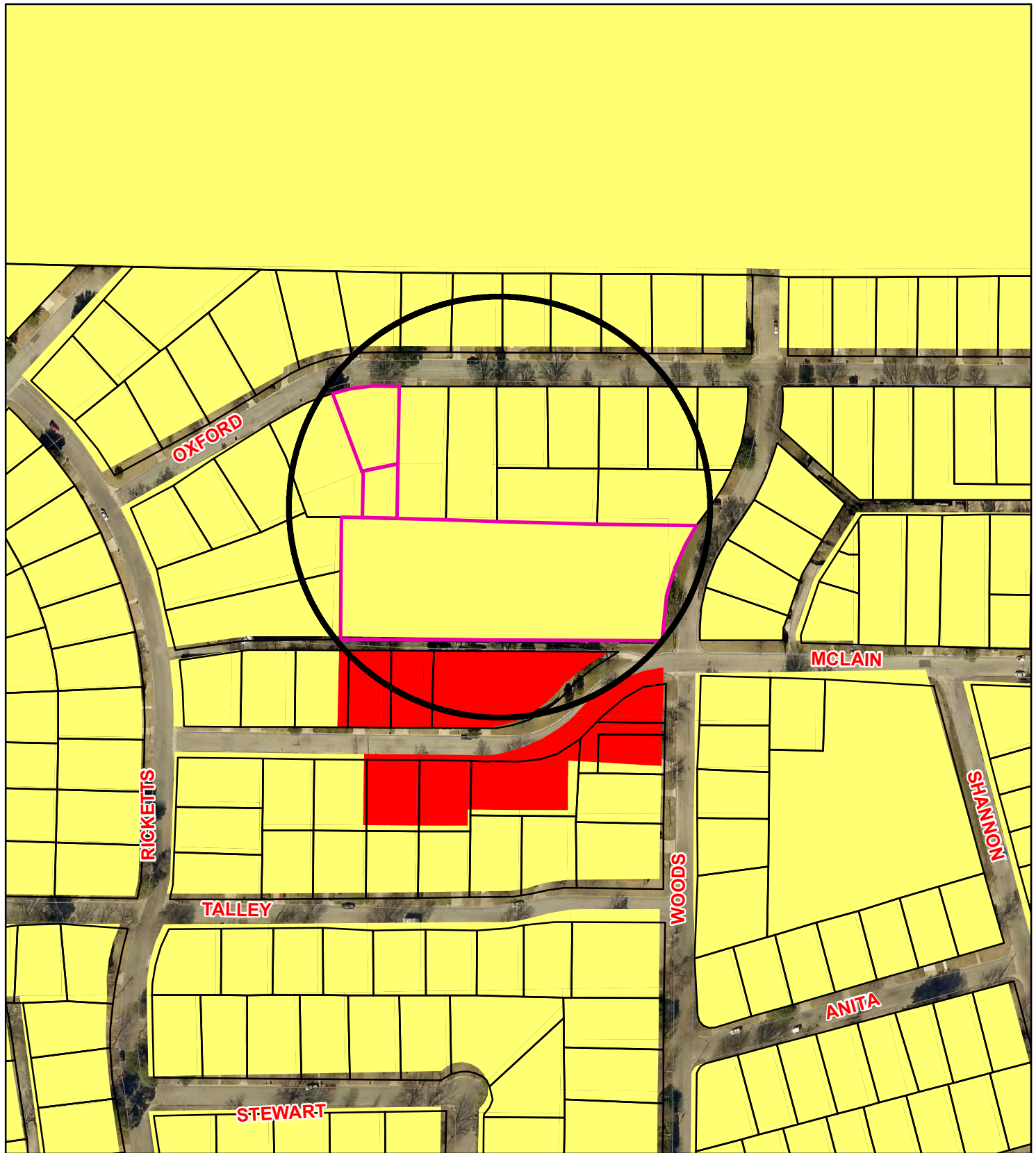
2706 N. Woods & 606 W. Oxford



NOT TO SCALE

1 in = 451 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 2706 N. Woods & 606 W. Oxford



City of Sherman, Texas
Developmental Services Department

Special Districts Overlay

DISTRICT_NAME
Arts and Cultural District
Bialock Commercial Overlay District
Central Business District
College Park District
Downtown Overlay District
Historic Preservation District
Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

Unknown
BIP Bialock Industrial Park
C-1 Retail Business District

Legend

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

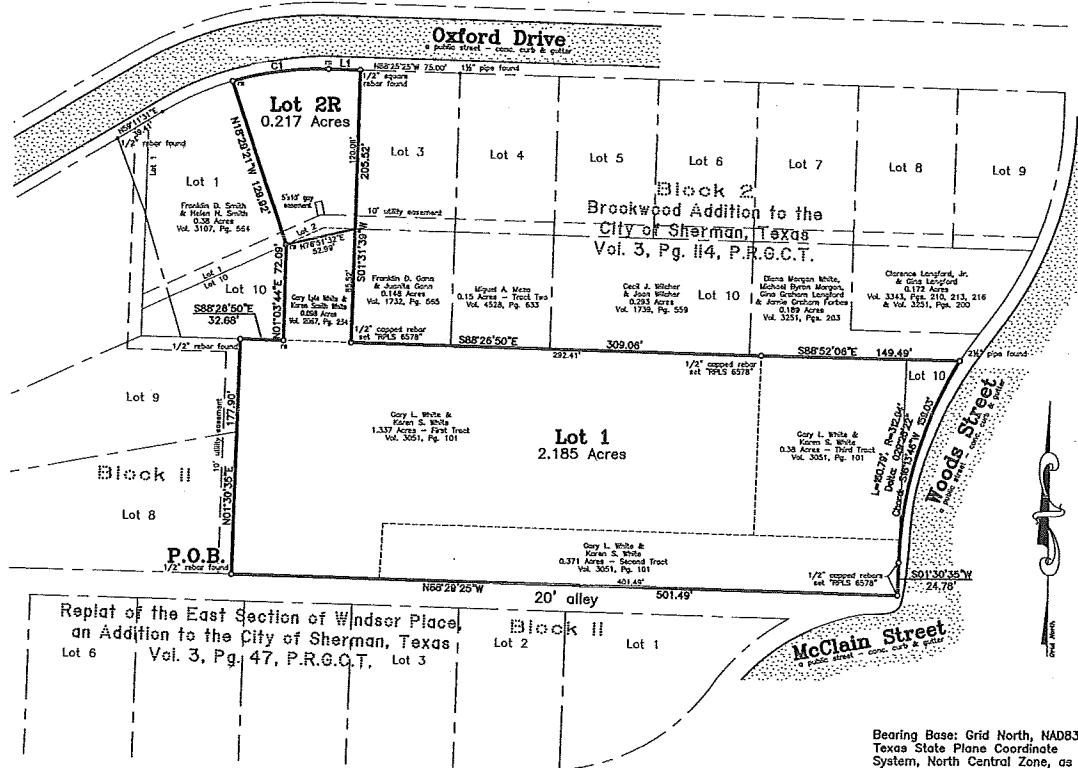
1 in = 200 ft

606 W. Oxford Drive



2706 N. Woods St.





J. B. McAnair Survey
Abstract No. 763
City of Sherman
Grayson County, Texas

Bearing Base: Grid North, NAD83
Texas State Plane Coordinate
System, North Central Zone, as
derived by survey-grade Global
Positioning System.

LINE TABLE		
LINE	LENGTH	BEARING
L1	23.73'	S88°25'25"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	73.20'	231.29'	18°04'04"

Geo Rambler Addition

(being a Replat of Lot 2, Block 2, Brookwood Addition and adjoining four tracts)
to

the City of Sherman, Texas

2.402 Acres

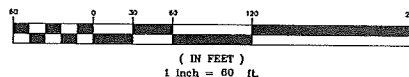
in the

J. B. McAnair Survey
Abstract No. 763

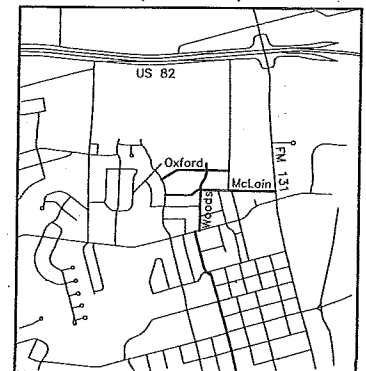
Gary L. White & Karen S. White
Owner

Job No. CGS401217

GRAPHIC SCALE



Location Map
(not to scale)



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 Electric Delivery Co.
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. Grayson County will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 4818100290 F, Revised Date: September 29, 2010.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

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

STAFF REVIEW LETTER

January 9, 2018

Gary L. White & Karen S. White
606 Oxford Drive
Sherman, TX 75090

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

Dear Applicants,

The request for approval of the Replat of Geo Rambler Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 16, 2018 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. Require 10' Utility Easement along Woods Street.
6. Detention in accordance with City criteria will be required as the site develops.
7. The City of Sherman does not maintain alleys.
8. 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.
9. 1 Mylar and 1 paper copy must be submitted in 24"x36" size for recording. Both mylar and paper copy must be split to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description and the other page must have the image. Both mylar and paper copy must look the same. Both split pages must include the Subdivision Name block. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Steve Ayers, Asst. City Manager



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

Agenda Item No. 9.

Meeting Date: 01/16/2018

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

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Joe Gilbert, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

*** 2706 N. WOODS STREET & 606 W. OXFORD DRIVE**

The request of Gary and Karen White (Owners) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property located at 606 West Oxford Drive and 2706 North Woods Street, being all of Lot 2 and part of Lot 10, Block 2, Brookwood Addition and 2.186 acres in the J.B. McAnair Survey, Abstract No. 763, for a total of 2.402 acres, as follows:

Planning and Zoning Commission

Replat approval of Geo Rambler Addition, a Replat of Lot 2, Block 2, Brookwood Addition and adjoining Four Tracts

Background:

The property is located at 2706 North Woods Street and 606 West Oxford Drive in northwest Sherman between Ricketts and Woods Streets. The property is zoned an R-1 (One Family Residential) District. The owner would like to plat the property into two lots for residential development.

Adjacent Zoning:

C-1 (Retail Business) District

R-1 (One Family Residential) District

Origination:

Gary and Karen White (Owners)

Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

56

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

F.7.

Meeting Date: 02/05/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Final Plat Approval of Quail Run, Phase One Addition, being 17.492 acres in the Elizabeth Jones Survey, Abstract No. 625; 1417 Land Holdings, LLC, Owners; 300 Sherman, LP, Developer; Greg Edwards Engineering Services, Inc., Civil Engineer; and Preston Trail Land Surveying, LLC, Surveyor (4500-4600 blocks of Quail Run Road and 4600 block of Cormorant Drive)

Issue:

To consider Final Plat approval of Quail Run, Phase One Addition, being 17.492 acres in the Elizabeth Jones Survey, Abstract No. 625, located in the 4500-4600 blocks of Quail Run Road and the 4600 block of Cormorant Drive

Background:

The property is located in the 4500-4600 blocks of Quail Run Road and the 4600 block of Cormorant Drive. The property is zoned an R-1 (One Family Residential) District. The owners would like to plat the property into seventy-six lots for single family residential development.

Origination:

1417 Land Holdings LLC (Owners)
300 Sherman, LP (Developer)
Greg Edwards Engineering Services, Inc. (Civil Engineer)
Preston Trail Land Surveying, LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 16, 2018 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

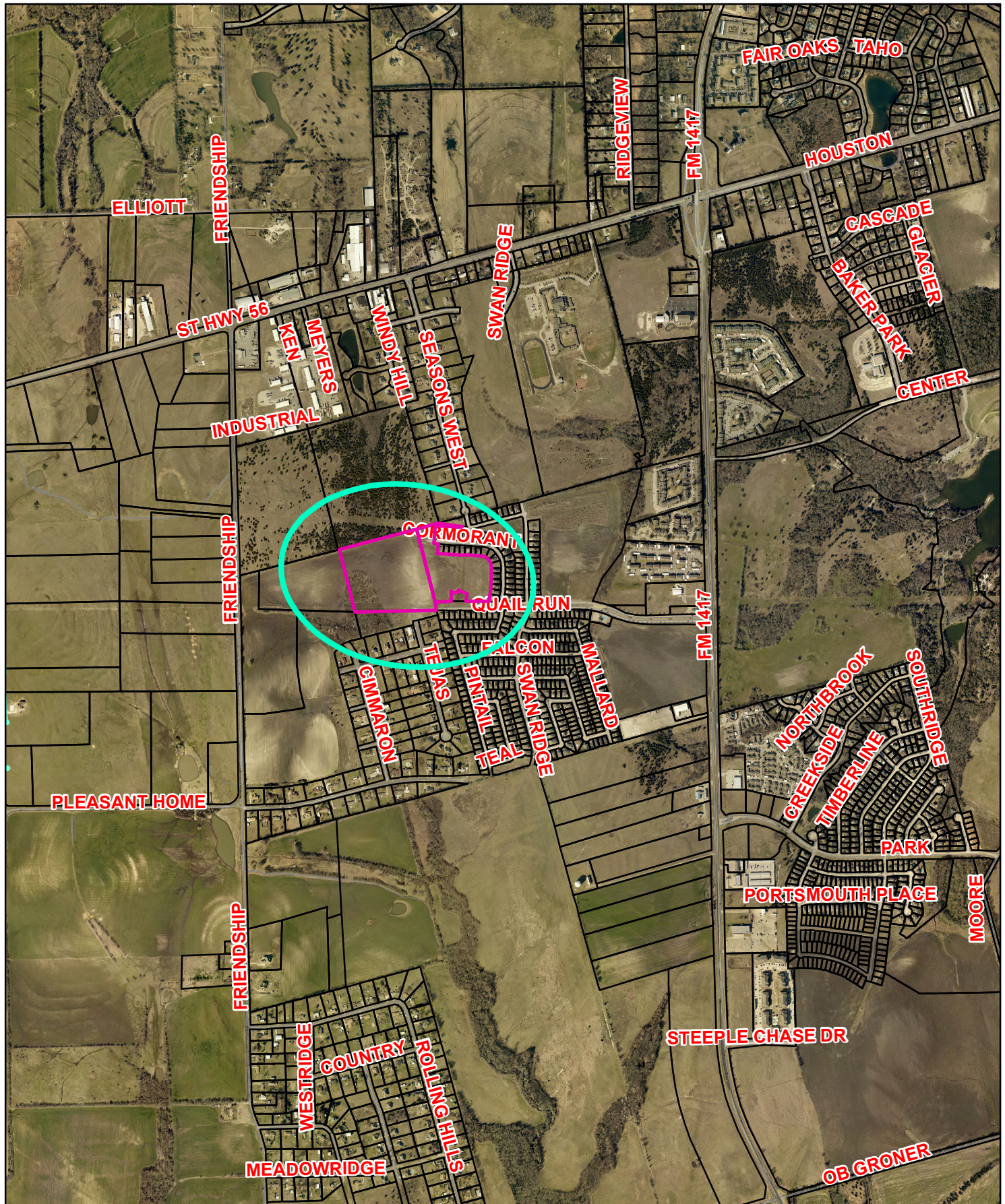
Location Map

Zoning Map

Final Plat

Staff Review Letter

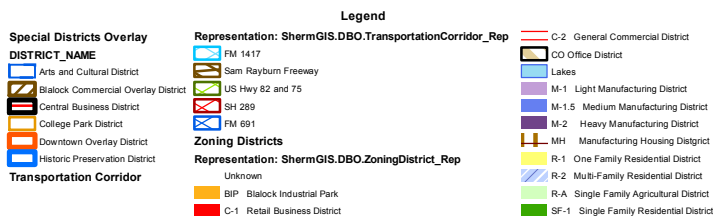
P&Z Communication



**4500-4600 Blks. Quail Run Road &
4600 Block Cormorant Drive**



1 in = 1,442 ft


$$1 \text{ in} = 865 \text{ ft}$$

OWNER'S CERTIFICATE

WHEREAS 1417 LAND HOLDINGS LLC is the legal owner of all of that certain tract or parcel of land situated in the E. Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas, and being the heretofore described portion of a certain 65.420 acre tract of land described as Tract 2 in the deed to 1417 Land Holdings, LLC, recorded in Volume 1940, Page 611, Official Records of Grayson County, Texas, and being more particularly described as follows:

BEING AND AS A 1/2-inch iron rod with a plastic cap stamped "WESTON TRAIL LAND SURVEYING" found for the northwest corner of the Preserve, Phase I, an addition to the City of Sherman, Texas, according to the plat thereof recorded in Volume 20, Page 11, Official Records of Grayson County, Texas, and on the northerly line of said 65.420 acre tract, and on the southerly line of a certain 65.420 acre tract of land described in the deed to East Side Ventures, L.P., recorded in Volume 1940, Page 608, Official Records of Grayson County, Texas, and from which a 1/2-inch iron rod found for the southeast corner of said 65.420 acre tract, and on the northerly line of said The Preserve, Phase I, bears North 84°29'45" East, a distance of 80.24 feet;

THENCE with the westerly boundary line of said The Preserve, Phase I, the following line (11) courses:

1. South 80°25'47" East, a distance of 53.00 feet to a wood fence corner post found for corner;
2. South 63°38'44" West, a distance of 220.28 feet to a 1/2-inch iron rod with a plastic cap stamped "WESTON TRAIL LAND SURVEYING" found for corner;
3. South 80°21'10" East, a distance of 55.32 feet to a 1/2-inch iron rod found for corner;
4. South 02°38'44" West, a distance of 190.00 feet to a 1/2-inch iron rod found for corner;
5. South 80°21'10" East, a distance of 465.00 feet to a 1/2-inch iron rod found for the beginning of a curve to the right having a delta angle of 62°49'30", a radius of 115.00 feet, and a chord bearing and distance of South 43°27'35" East, 135.53 feet;
6. Southeastwesterly with said curve to the right an arc distance of 172.17 feet to a 1/2-inch iron rod with a plastic cap stamped "WESTWOOD" found for corner;
7. South 80°24'38" East, a distance of 216.06 feet to a Capped Iron Rod set for the beginning of a curve to the right having a delta angle of 137°04'37", a radius of 365.00 feet, and a chord bearing and distance of South 80°02'07" West, 68.47 feet;
8. Southeastwesterly with said curve to the right an arc distance of 89.87 feet to the beginning of a reverse curve to the left having a delta angle of 13°17'35", a radius of 365.00 feet, and a chord bearing and distance of South 00°55'54" West, 81.31 feet;
9. Southeastwesterly with said curve to the left having an arc distance of 89.85 feet to a Capped Iron Rod set for corner;
10. South 02°38'44" East, a distance of 60.00 feet to a Capped Iron Rod set for the southeast corner of said The Preserve, Phase I, and on the southerly line of said 65.420 acre tract, and on the northerly line of County Edge Estates No. 2, an addition to the City of Sherman, Texas, according to the plat thereof recorded in Volume 17, Page 25, said Plat Records, and on the corner northerly right-of-way line of Quail Run Road;

THENCE South 80°25'47" West, with the southerly line of said 65.420 acre tract, and with the northerly line of said County Edge Estates No. 2, part of the way, and with the corner northerly right-of-way line of said Quail Run Road part of the way, a distance of 110.65 feet to a Capped Iron Rod set for the southeast corner of the herein described tract of land;

THENCE crossing said 65.420 acre tract with the following right (5) courses:

1. North 60°23'54" West, a distance of 217.22 feet to a Capped Iron Rod set for corner;
2. North 10°15'54" West, a distance of 117.80 feet to a Capped Iron Rod set for corner;
3. North 74°43'54" East, a distance of 125.00 feet to a Capped Iron Rod set for corner;
4. North 10°15'54" West, a distance of 85.00 feet to a Capped Iron Rod set for corner;
5. North 60°23'54" West, a distance of 21.21 feet to a Capped Iron Rod set for corner;
6. North 10°15'54" West, a distance of 90.00 feet to a Capped Iron Rod set for corner;
7. North 74°43'54" East, a distance of 17.85 feet to a Capped Iron Rod set for corner;
8. North 10°15'54" West, a distance of 110.58 feet to a Capped Iron Rod set for the southeast corner of the herein described tract of land, on the northerly line of said 65.420 acre tract, and on the southerly line of a certain 65.420 acre tract;

THENCE North 74°30'45" East, with the northerly line of said 65.420 acre tract, and with the southerly line of said 65.420 acre tract, a distance of 453.15 feet to the POINT OF BEGINNING and enclosing 17,807 gross acres (19,055 square feet) of land more or less;

LESS AND EXCEPT all of that certain tract or parcel of land situated in the City of Sherman, Grayson County, Texas, being 8.415 of an acre (13,000 square feet) of land, and being all of Lot 15, Block 17, "Crown Square and Village Extension", per The Preserve, Phase I, an addition to the City of Sherman, Texas, according to the plat thereof recorded in Volume 20, Page 11, Plat Records of Grayson County, Texas, and being 17.430 net acres (191,535 square feet) of land more or less;

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That 1417 LAND HOLDINGS LLC, does hereby adopt this plat designating the heretofore described property as QUAIL RUN PHASE ONE, an addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown hereon. This City or any public utility shall have the right to remove and keep removed all or part of any building, fence, tree, shrub or other improvements or growth in which any way, easement or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, repairing and patching, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all planning ordinances, rules, regulations, and ordinances of the City of Sherman, Texas.

By: _____

XXXXXXXXXXXX

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared XXXXXXXXXXXX, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein.

WITNESS MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 20____.

Notary Public in and for the State of Texas

FLOOD STATEMENT

I have examined the F.E.M.A. Flood Insurance Rate Map for Grayson County, Texas, Community Number 45500, effective date 05/02/2011 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 1% annual chance flood area on the Flood Insurance Rate Map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on most occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not be used as a basis for the coverage.

DEVELOPER:
1417 Land Holdings LLC
300 Sherman Blvd.
1002 Sandhill Blvd. #9
Houston, TX 77029
Contact: Dr. Nguyen

OWNER:
1417 Land Holdings LLC
PO Box 81357
Dallas, TX 75280
Ph: 214-452-2507
Contact: Shane Davidson

ENGINEER:
GESS, Inc.
151 Avenida Court
Pondar, TX 77359
Ph: 281-452-2507
Contact: Greg Edwards, P.E.

SURVEYOR:
Chris Nash, SPS 6668
Precision Trail Land Surveying LLC
83435 in State Highway 289
Culbuck, TX 75826
Ph: 936-736-6229

PREPARED BY:
Preston Trail
LAND SURVEYING
15151 Fox Rd.
15465

FINAL PLAT
QUAIL RUN, PHASE ONE
17.492 ACRES

ELIZABETH JONES SURVEY, ABSTRACT NO. 625
City of Sherman, Grayson County, Texas

15151 Fox Rd.
15465

Scale: 1"=40'
Date: 05/02/2011
Sheet No. 1 of 1

CITY COUNCIL CERTIFICATE OF ACCEPTANCE

Accepted by the City Council of the City of Sherman, Texas:

Mayor, City of Sherman, Texas

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing plat of QUAIL RUN PHASE ONE to the City of Sherman was submitted to the City Council on the ____ day of _____, 20____, and the City Council by formal action then and thereupon 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 take the acceptance formal by signing the same as hereinafter authorized.

Witness my hand this ____ day of _____, A.D. 20____.

Clerk, City of Sherman, Texas

PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE

Accepted by the ____ day of _____, 20____, by the City
Planning and Zoning Commission of the City of Sherman, Texas.

Chairman

Secretary

SURVEYOR'S CERTIFICATE

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground and that all measurements shown herein actually actually exist and that their location, size, and material are correctly shown.

Chris R. Nash
Registered Professional Land Surveyor No. 6665

Date: _____

PRELIMINARY
THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

STAFF REVIEW LETTER

January 9, 2018

1417 Land Holdings, LLC
P.O. Box 601357
Dallas, TX 75360

300 Sherman, LP
11002 Scarsdale Blvd., #B
Houston, TX 77089

GEES, Inc.
1621 Amanda Court
Ponder, TX 76259

Preston Trail Land Surveying, LLC
83493 N. State Hwy. 289, Ste. 5
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Final Plat of Quail Run, Phase One has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 16, 2018 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. Gambel Drive - When a street changes direction, the street name shall change. A street shall not intersect with another street more than one time without a name change.
6. Mourning Dove Drive will need to be renamed; there is already a street with that name.
7. Change Swan Ridge to Cormorant Drive.
8. Label Easement between Lots 2 & 3, Block 6, Country Ridge Estates #2.
9. Minimum lot widths shall be 60' at street frontage.
10. Calls on legal description must match calls on drawing.
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. Development Agreement required for Public Infrastructures.
13. Water and Sewer shall be extended to serve the development. Verify sewer capacity for proposed use.
14. A utility, drainage, and grading plan shall be provided and approved by the City Engineering Department. A site development meeting is recommended.
15. 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.

16. 1 Mylar and 1 paper copy must be submitted in 24"x36" size for recording. Both mylar and paper copy must be split to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description and the other page must have the image. Both mylar and paper copy must look the same. Both split pages must include the Subdivision Name block. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Steve Ayers, Asst. City Manager



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

Agenda Item No. 10.

Meeting Date: 01/16/2018

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

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Joe Gilbert, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

*** 4500-4600 BLOCKS QUAIL RUN ROAD AND THE 4600 BLOCK OF CORMORANT DRIVE**

The request of 1417 Land Holdings LLC (Owners), 300 Sherman, LP (Developer), Greg Edwards Engineering Services, Inc. (Civil Engineer) and Preston Trail Land Surveying, LLC (Surveyor) concerning the property located in the 4500-4600 Blocks of Quail Run Road and the 4600 Block of Cormorant Drive, being 17.492 acres in the Elizabeth Jones Survey, Abstract No. 625, as follows:

Planning and Zoning Commission

Final Plat approval of Quail Run, Phase One

Background:

The property is located in the 4500-4600 Blocks of Quail Run Road and the 4600 Block of Cormorant Drive. The property is zoned an R-1 (One Family Residential) District. The owners would like to plat the property into seventy-six lots for single family residential development.

Adjacent Zoning:

R-A (Single Family Agricultural) District

R-1 (One Family Residential) District

SF-1 (Single Family Residential) District

Origination:

1417 Land Holdings LLC (Owners)

300 Sherman, LP (Developer)

Greg Edwards Engineering Services, Inc. (Civil Engineer)

Preston Trail Land Surveying, LLC (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

Final Plat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.8.

Meeting Date: 02/05/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Final Plat Approval of Drake Hantla Addition located in the Extra Territorial Jurisdiction (ETJ) of the City of Sherman, being 1.389 acres in the William Martin Survey, Abstract No. 765; Drake Hantla, Owner; and Cox Land Surveying, Surveyor (700 block of Farmington Road)

Issue:

To consider Final Plat approval of Drake Hantla Addition located in the ETJ of the City of Sherman, being 1.389 acres in the William Martin Survey, Abstract No. 765, located in the 700 block of Farmington Road

Background:

The property is located in the 700 block of Farmington Road in the City of Sherman's ETJ. The owner would like to plat the property into one lot for residential development.

Origination:

Drake Hantla (Owner)

Cox Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 16, 2018 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

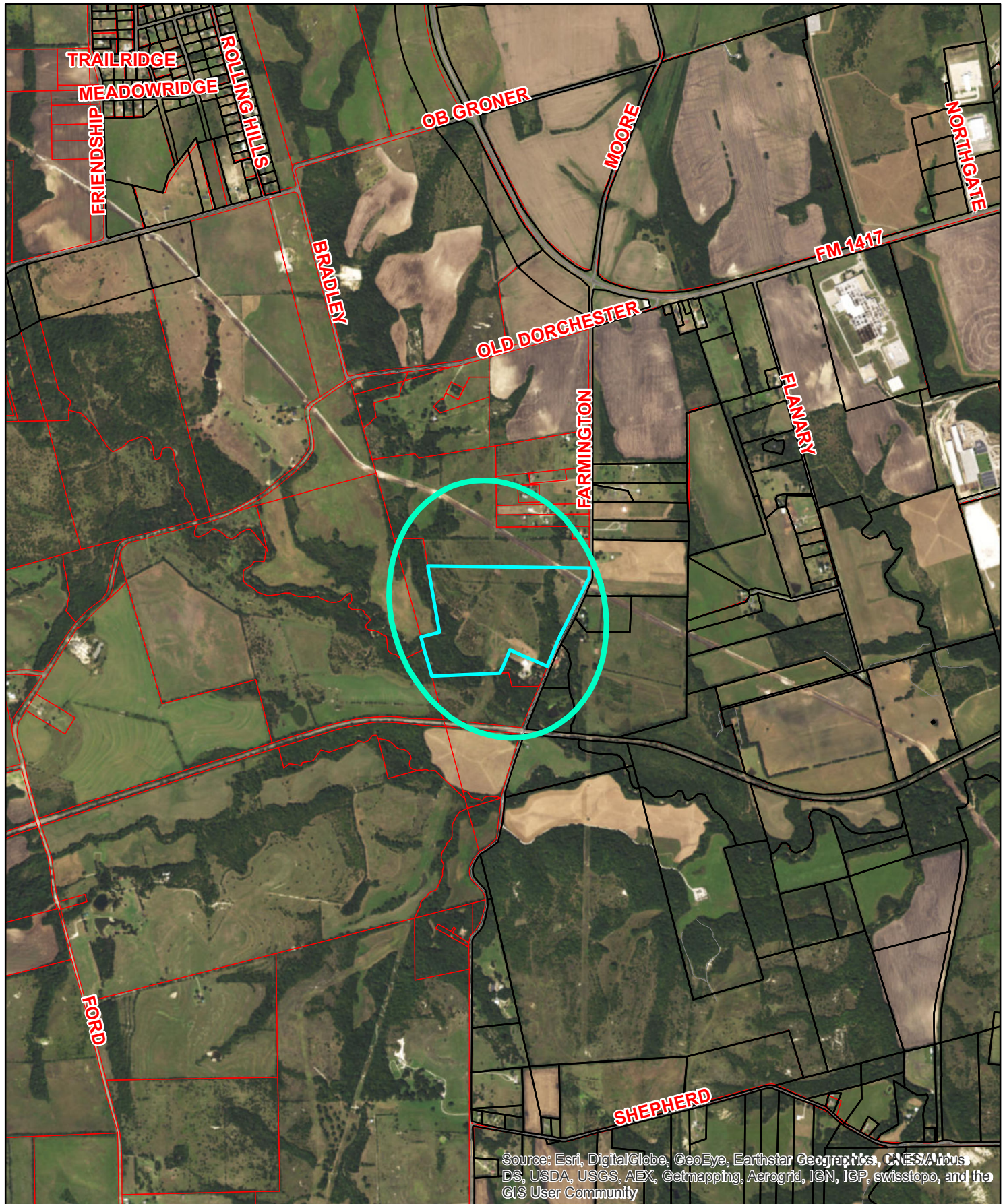
Location Map

Zoning Map

Final Plat

Staff Review Letter

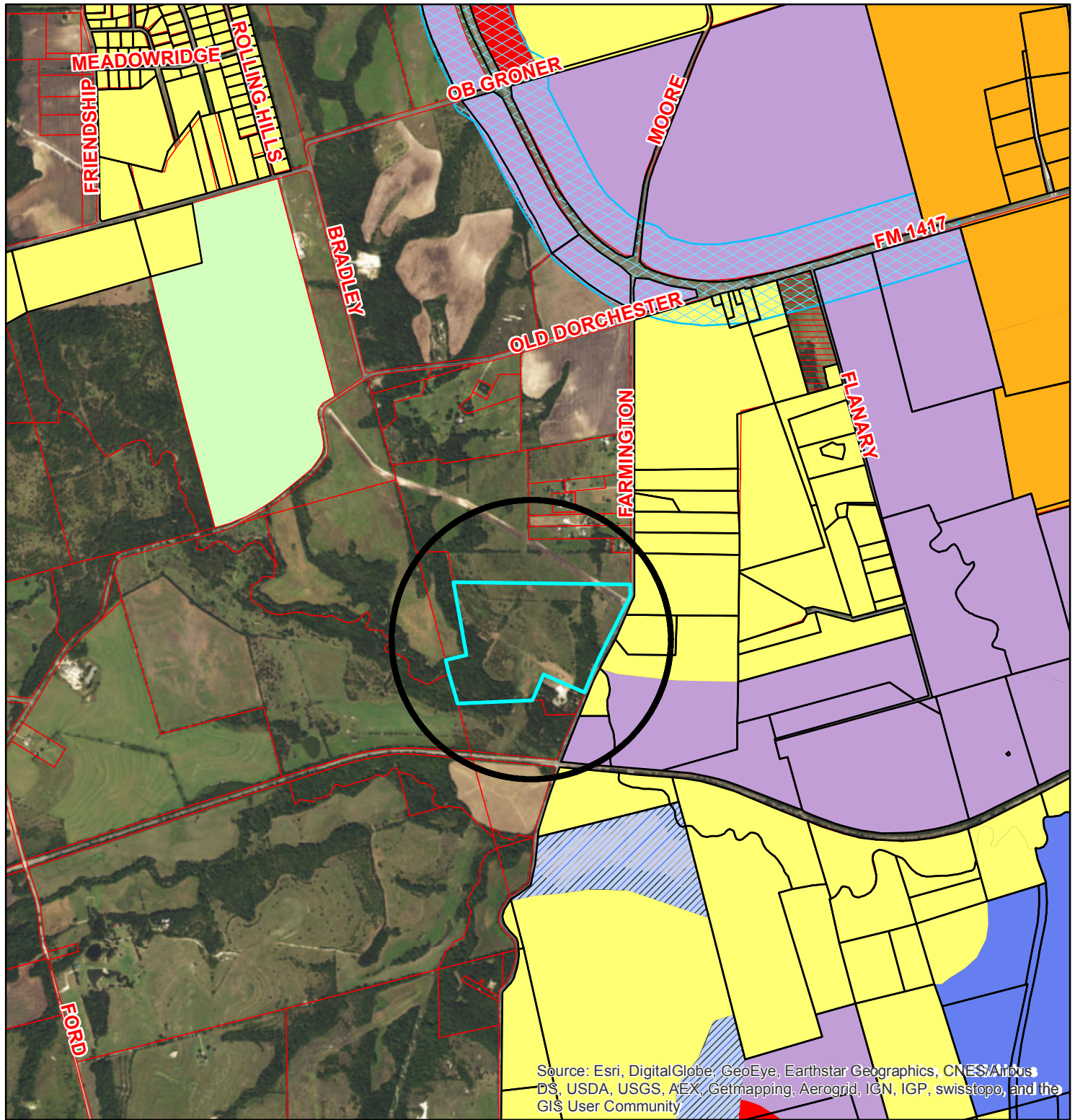
P&Z Communication



700 Block Farmington Road



1 in = 2,000 ft



Zoning - 700 Block Farmington Road

Legend

Special Districts Overlay

DISTRICT_NAME

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

Representation: ShermGIS.DBO.TransportationCorridor_Rep

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing 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 = 1,947 ft

Authorized Representative
City of Sherman, Texas

STATE OF TEXAS

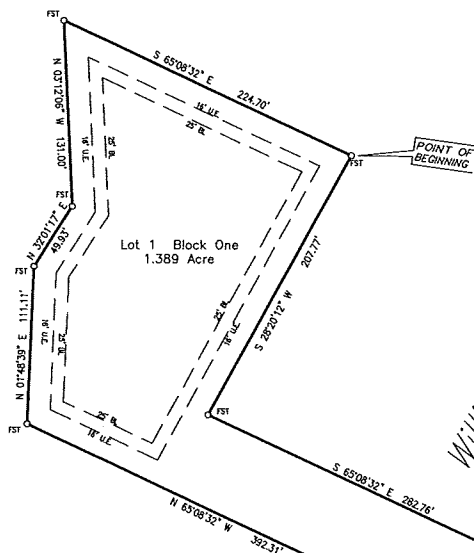
Before me, the undersigned Notary Public for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity stated.

Given under my hand and seal of the office this the _____ day of _____, 2017.

Notary Public, State of Texas

Commission expires: _____

City Secretary
City of Sherman, Texas



Larry Ford Griffin and
Cody Griffin
13 August 2010
Vol. 4844 Pg. 885 D.R.

Frank David Stroud et al.
Harris County, Texas
29 June 1931 (297165 Ac.)
Vol. 1253 Pg. 532 D.R.

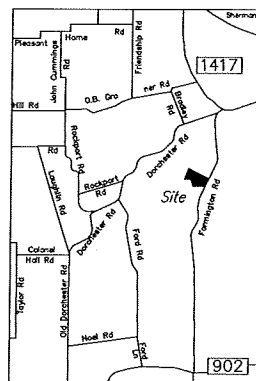
Jeffrey Lynn Clevins
14 Aug. 2006 (10 Ac.)
Vol. 4100 Pg. 324 D.R.

OWNER:
Drake Hantla
27 Oct. 2016
Vol. 5897 Pg. 325 D.R.
2017-24236
1409 Farmington Road
Sherman, Texas 75092

*** Basis of Bearing ***
Course along the east line
Larry Ford Griffin Deed
Vol. 4844 Pg. 885 D.R.

LEGEND

S/SR = Set 3/4\" Rod
FIP = Found Rebar
SIP = Set 1/2\" Sq. Tubing
FST = Found 1/2\" Sq. Tubing
FSB = Found 1/2\" Sq. Tubing
ROW = Right-of-Way
X = Fence Line
C = Deed Calls
E = Electric Line
T = Telephone Line
TV = TV Cable
G = Gas Meter
PP = Power Pole
WM = Water Meter
AC = Air Cond.
BL = Building Line
UGT = Underground Phone
FCP = Fence Corner Post
UE = Utility Easement
BC = Back of Curb



Location Map

*** SURVEYORS CERTIFICATION ***

KNOW ALL MEN BY THESE PRESENTS:

That I, Don K. Cox, Texas Registered Professional Land Surveyor, do hereby state that this plat is based upon an on the ground survey, and that it is a true, correct and accurate representation of the property as surveyed; that the quantity of land therein has been accurately calculated; that the plat conforms to the Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying.

30 November 2017

Don K. Cox, Texas Registered
Professional Land Surveyor
Number 4577

FINAL PLAT of the
DRAKE HANTLA ADDITION
City of Sherman County of Grayson State of Texas

*** OWNERS DEDICATION ***

State of Texas
County of Grayson

Whereas I, Drake Hantla, is the owner of that certain tract or parcel of land situated in the William Martin Survey, Abstract Number 765, County of Grayson, State of Texas, said tract being all of a 1 acre tract as described in Deed to Drake Hantla, filed 27 October 2016, and Recorded in Volume 5897 Page 325, and all of a 0.389 acre tract as described in Deed to Drake Hantla, filed 31 October 2017, and in County Clerks Number 2017-24236 of the Deed Records of the County of Grayson, State of Texas, and being more fully described as follows:

Beginning for the northeast corner of the tract being described herein at a found 1/2 inch Steel Square Tubing, said tubing being the northeast corner of said Hantla tract;

Thence: South 28 degrees 20 minutes 12 seconds West, a distance of 207.77 feet to a found 1/2 inch Steel Square Tubing for an ell corner of this tract, and the northwest corner of said Hantla 0.389 acre tract;

Thence: South 65 degrees 08 minutes 32 seconds East, with the north line of said Hantla 0.389 acre tract, a distance of 282.76 feet to a set PK Nail for a corner of this tract, and being in Farmington Road;

Thence: South 28 degrees 20 minutes 12 seconds West, with the east line of said Hantla 0.389 acre tract, and in said Road, a distance of 60.00 feet to a set PK Nail for a corner of this tract;

Thence: North 65 degrees 08 minutes 32 seconds West, with the south line of said Hantla tracts, a distance of 392.31 feet to a found 1/2 inch Steel Square Tubing for the southwest corner of this tract;

Thence: North 01 degrees 48 minutes 39 seconds East, a distance of 111.11 feet to a found 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: North 32 degrees 01 minutes 17 seconds East, a distance of 49.93 feet to a found 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: North 03 degrees 12 minutes 06 seconds West, a distance of 131.00 feet to a found 1/2 inch Steel Square Tubing for the northwest corner of this tract;

Thence: South 65 degrees 08 minutes 32 seconds East, a distance of 224.70 feet to the POINT OF BEGINNING and containing 1.389 acre of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Drake Hantla, does hereby adopt this plat designating the herein described property as Lot 1, Block One, of the **The Drake Hantla Addition** to the City of Sherman, County of Grayson, State of Texas, and does hereby dedicate to the public use forever the easements for the same purpose and consideration expressed herein. All and any public utilities shall have the full right to remove and keep removed all growths which may endanger or interfere with the construction maintenance or efficiency of its respective system on the utility easement for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

Drake Hantla

STATE OF TEXAS

Before me, the undersigned Notary Public for the State of Texas, on this day personally appeared **Drake Hantla**, 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 considerations therein expressed and in the capacity stated.

Given under my hand and seal of the office this the _____ day of _____, 2017.

Notary Public, State of Texas

Commission expires: _____

COX LAND SURVEYING CO.

P.O. BOX 597 108 N. MAIN ST. COLLINSVILLE, TEXAS 76233
COLLINSVILLE 903-429-6125 FAX 903-429-6971 E-mail: CLSC108@aol.com
Gainesville 940-612-LAND Denton 940-381-5070 McKinney 469-952-5070

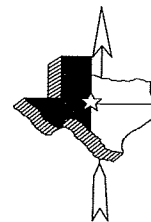
FINAL PLAT of the
DRAKE HANTLA ADDITION
Lot 1 Block One, 1.389 Acre
William Martin Survey Abst.No.765
County of Grayson
State of Texas

Registered Professional
Land Surveyors Seal

Drawn by: MJC
Check by: DKC

Job No.
17-11943-F
Firm # 10005500

Date: 30 November 2017



SCALE: 1"=60'

STAFF REVIEW LETTER

January 9, 2018

Drake Hantla
4409 Farmington Rd.
Sherman, TX 75092

Cox Land Surveying Co.
P.O. Box 597
Collinsville, TX 76233

Dear Applicants,

The request for approval of the Preliminary and Final Plat of Drake Hantla Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 16, 2018 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. Remove building setback lines.
6. Require a 35' Right of Way Dedication along Farmington Road.
7. Require a 10' Utility Easement on South side and West side of property only. Other proposed Utility Easements can be deleted.
8. Sewer will be provided by Private On-Site Sewage Facility.
9. Coordinate with City of Sherman Engineering Department regarding plat layout requirements.
10. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
11. 1 Mylar and 1 paper copy must be submitted in 24"x36" size for recording. Both mylar and paper copy must be split to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description and the other page must have the image. Both mylar and paper copy must look the same. Both split pages must include the Subdivision Name block. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Steve Ayers, Asst. City Manager



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

Agenda Item No. 5.

Meeting Date: 01/16/2018

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

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Joe Gilbert, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

*** 700 BLOCK FARMINGTON ROAD**

The request of Drake Hantla (Owner) and Cox Land Surveying (Surveyor) concerning the property located in the 700 Block of Farmington Road, being 1.389 acres in the William Martin Survey, Abstract No. 765, as follows:

Planning and Zoning Commission

Preliminary & Final Plat approval of Drake Hantla Addition in the City of Sherman's Extra Territorial Jurisdiction.

Background:

The property is located in the 700 block of Farmington Road in the City of Sherman's extra territorial jurisdiction. The owner would like to plat the property into one lot for residential development.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Drake Hantla (Owner)

Cox Land Surveying (Surveyor)

Master Plan Designation:

Not included in the Master Plan

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map

Zoning Map

Preliminary Plat

Final Plat

Staff Review Letter



City Council Regular Meeting

I.1.

Meeting Date: 02/05/2018

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Keep Sherman Beautiful Commission (3)

Issue:

There are three vacancies on the Keep Sherman Beautiful Commission. Applications have been received from Stephanie Waitt and Trace Rossi for service on this Board.

Background:

The Keep Sherman Beautiful Commission promotes public interest in the general improvement of the environment of the City, and initiates, plans, directs, and coordinates programs in conjunction with and in cooperation with citizens, government, businesses, and industries within the City.

Origination:

This agenda item originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

The staff's recommendation is to appoint Ms. Waitt and Mr. Rossi to the Keep Sherman Beautiful Commission.

Alternatives:

The Council could choose not to make an appointment to the Keep Sherman Beautiful Commission.

Attachments

Roster

Fact Sheet

Applicant List

Stephanie Waitt Application

Trace Rossi Application

MEMBERSHIP ROSTER

KEEP SHERMAN BEAUTIFUL COMMISSION

LENGTH OF TERMS: 2 Years

Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Vacant			1/1/2018		2 Year Term
Vacant			1/1/2018		2 Year Term
Jessica Peters	1	A 1/5/2016 R 1/1/2018	1/1/2018 1/1/2020	1 2	2 Year Term
Amanda Smith	2	A 11/8/2016	1/1/2019	1	2 Year Term
Vacant			1/1/2018		2 Year Term
Dusty Payne	3	A 11/4/2013 R 1/5/2016 R 1/1/2016	1/1/2016* 1/1/2018 1/1/2020	1 2 3	2 Year Term
Sarah Whitt	n/a	A 7/18/2017	7/18/2019	1	2 Year Term
Zac Grantham	1	A 6/16/2015 R 1/1/2017	1/1/2017 1/1/2019	1 2	2 Year Term
Amanda Phillips	1	A 6/16/2015 R 1/1/2017	1/1/2017 1/1/2019	1 2	2 Year Term

NOTE: All members shall be appointed for terms of two (2) years, and shall not serve for more than three (3) consecutive terms.

* Initially the terms will be for more than two years, in order to meet Article II, Section 2 of the By-Laws, stating that new terms begin on January 1 of each year.

Chairperson

NOTE: Chairperson serves one year terms

CHAIR	APPOINTMENT DATE	DATE CHAIR EXPIRES	YEARS SERVED AS CHAIR
Lauren Roth	11/5/2013	1/1/2015**	1
Zac Grantham	1/1/2016	1/1/2017	1
Zac Grantham	1/1/2017	1/1/2018	2
Zac Grantham	1/1/2018	1/1/2019	3

** Initially the Chairperson's term will be for more than one year, in order to meet Article II, Section 2 of the By-Laws, stating that new terms begin on January 1 of each year

MEMBERSHIP ROSTER

KEEP SHERMAN BEAUTIFUL COMMISSION

LENGTH OF TERMS: 2 Years

Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
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Sarah Whitt	n/a	A 7/18/2017	7/18/2019	1	2 Year Term
Zac Grantham	1	A 6/16/2015 R 1/1/2017	1/1/2017 1/1/2019	1 2	2 Year Term
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Zac Grantham	1/1/2017	1/1/2018	2
Zac Grantham	1/1/2018	1/1/2019	3

** Initially the Chairperson's term will be for more than one year, in order to meet Article II, Section 2 of the By-Laws, stating that new terms begin on January 1 of each year

APPLICANT LIST

Keep Sherman Beautiful Commission

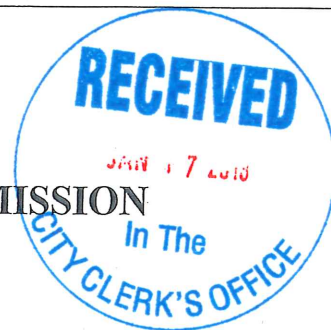
Positions Vacant 3

Applicant	Address	District	Qualifications
Stephanie Waitt	706 W. Pelton	1	Texoma Specialty Counseling
Trace Rossi	216 Laurel Creek Dr.	4	KTEN

COMMENTS:



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION
MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name:

Stephanie L. Waitt

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission:

Keep Sherman Beautiful Commission

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Occupational Information

Home Address: 700 W. Pelton St.

Mailing Address: Sherman, TX 75092

Telephone: 254-723-0673 Fax:

E-Mail: stephanie.waitt@yahoo.com

Sherman Resident for 36 years County: Grayson

Drivers License No.: 01032758

Voter Registration No.: I am a voter - card not on me at the moment 1025501553 ✓

Business Name: Teyoma Specialty Counseling, PLLC

Occupation: owner/therapist

Address: 227 S. Travis St. Sherman 75091

Telephone: 888-659-7618 Fax: 888-659-7618

E-Mail: stephanie@teyomaspecialtycounseling.com

Which Council District do you live in? (see attached map) 4 / 1 ✓

Prior work experience: (please include dates)

Child & Family Guidance Center - 2009 - 2011

United Health Group - 2012 - 2015

Teyoma Specialty - 2015 - present

Educational Achievement:

High School Graduate? ☒ Yes ☐ No

Year Graduated/Left School? 1999

Business College, Correspondence School, Adult Education, Other? Baylor

Name of College/University:

☐ Bachelor's ☐ Master's ☒ PhD

Volunteer Work: (please include dates)

NTYP - Board Secretary - present

NTYC - Board - present

Women Rock - former Board Secretary - 2014 - 2016

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

n/a

Taxes - No

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I love Sherman. I want to see others respect + appreciate our town. We can create this respect by working to keep our town beautiful. I also want to reduce our fingerprint on the earth. We can do this by working to recycle + keeping our town clean.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Reducing waste - By working to clean up Sherman + keep it beautiful we reduce waste. Waste is harming our planet. This is my way of helping protect Earth.

2) Going Green - I want to work w/ this team to find reasonable + doable solutions to Go Green.

3) More beauty = more people = more growth. If we work together to keep Sherman beautiful more people will want to be here. This will keep our economy strong.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

As a therapist I am trained in compassionate listening but can offer objective, + realistic feedback.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

I serve on North TX Young Pros Board which is associated w/ the Sherman Chamber of Commerce.

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: My friends Sarah Smith + Amanda Phillips serve on the board.

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____

Date: _____

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name:

Trace N. Rossi

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission:

Keep Sherman Beautiful

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 216 Laurel Creek Dr.

Mailing Address: _____

Telephone: (903) 775-7297 Fax: _____

E-Mail: trossi@kTEN.com

Sherman Resident for 7 years County: Glynn

Drivers License No.: 55253237

Voter Registration No.: 1179856738 ✓

Occupational Information

Business Name: KTEN

Occupation: Account Executive

Address: 10 HighPoint Circle

Telephone: 903-548-9001 Fax: _____

E-Mail: trossi@kTEN.com

Which Council District do you live in? (see attached map) 4 ✓

Prior work experience: (please include dates)

Educational Achievement:

High School Graduate? ☒ Yes ☐ No

Year Graduated/Left School? 2010

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: University of North Texas ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Goodwill Board, Boot Scootin Bull 2017, Dancing w/ the Stars 2017
Sherman Area Booster 2017-

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - No

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I want this city to be a place people want to go to (visit & live). One of the things that people take into consideration w/ this is cleanliness of city & activities in the area

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

- 1) ~~Financial~~ Funding - every board title of event I've helped has had this issue, we can find ways to raise funds through events & co-opting w/ the community
- 2) exposure - when it comes to cleanliness sometimes ideas get thrown to the side, we will need to come up with ways to keep our message in people's minds throughout their day
- 3) Keeping w/ projects, when it comes to anything you need to constantly be working to keep it presentable. No project has a true finish as they need to be constantly looked over and worked on to keep it beautiful

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

My interest is in map making sherman the best it can be. ~~And~~ And make it so people from the metroplex make here where they visit

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No
Comments: _____

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____

Date: _____

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Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 02/05/2018

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2018 Council Calendar

2018

JANUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY						
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MARCH						
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APRIL						
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29	30					

MAY						
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27	28	29	30	31		

JUNE						
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JULY						
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29	30	31				

AUGUST						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

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